

STATE OF ALABAMA)

COUNTY OF BALDWIN)

FIRST AMENDMENT
TO
EMPLOYMENT CONTRACT

CLIFFORD MCCOLLUM

THIS FIRST AMENDMENT TO EMPLOYMENT CONTRACT (hereafter the “First Amendment”) is made by and between the Baldwin County Legislative Delegation, composed of the members of the Alabama House of Representatives and Alabama State Senate who represent Baldwin County, Alabama, in the Legislature of Alabama (hereafter the “Baldwin County Legislative Delegation”), and CLIFFORD MCCOLLUM (hereafter the “Contract Employee”), and hereby amends that original Employment Contract between the Parties dated April 15, 2019 (hereafter the “Employment Contract” which is attached hereto as **Exhibit A**), as set forth below.

FURTHERMORE, THIS FIRST AMENDMENT TO EMPLOYMENT CONTRACT has been approved by the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”).

WITNESSETH:

WHEREAS, Article XV of the Employment Contract provides, among other things, that the Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means; and

WHEREAS, the Baldwin County Legislative Delegation, on January 15, 2020, authorized an increase for the Contract Employee’s compensation (which is attached hereto as **Exhibit B**), with said increase to be effective retroactive to January 1, 2020; and

WHEREAS, the Baldwin County Commission, on February 4, 2020, approved the First Amendment to Employment Contract as requested by the Baldwin County Legislative Delegation, approving an increase to the

Contract Employee's compensation, with said increase to be effective retroactive to January 1, 2020, subject to the members of the Baldwin County Legislative Delegation and Chairman of the Baldwin County Commission placing their signature hereon following execution by the Contract Employee. Said compensation is all inclusive, and the Contract Employee shall not be entitled to any other increases except as set by any future addendums or amendments to this Employment Contract; and

WHEREAS, for the purpose of setting out the said approved compensation increase in the Employment Contract, the Parties wish to alter and amend Employment Contract as provided for below.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Legislative Delegation, the Baldwin County Commission and the Contract Employee agree to the alterations, amendments and modifications to the Employment Contract as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this First Amendment to the Employment Contract, as if fully set forth herein.

Article II.

TERMS OF THE ORIGINAL EMPLOYMENT CONTRACT BROUGHT FORTH

Except as expressly altered, amended, or modified by this First Amendment, the terms and provisions contained in the Employment Contract shall remain in full force and effect. To the extent that any provision of the Employment Contract is altered, amended, or modified by this First Amendment, the terms and provisions of this First Amendment shall control.

Article III.

FIRST AMENDMENT TO ARTICLE IV. OF ORIGINAL EMPLOYMENT CONTRACT

Article IV. of the original Employment Contract, entitled "Period of Performance," is hereby superseded and amended to read in its entirety as follows:

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be Monday, April 15, 2019. This Employment Contract shall continue in full force and effect through and including February 2, 2021.

Article IV.

FIRST AMENDMENT TO ARTICLE VII. OF ORIGINAL EMPLOYMENT CONTRACT

Article VII of the original Employment Contract, entitled "Compensation," is hereby superseded and amended to read in its entirety as follows:

Article VII.

COMPENSATION

"The Contract Employee shall be paid for his/her performance under the Employment Contract based upon an annual rate of salary of Fifty-Five Thousand Dollars (\$55,000.00). Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama, and said payments shall be made retroactively back to January 1, 2020.

In considering any compensation increases or decreases, the Baldwin County Legislative Delegation may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Baldwin County Legislative Delegation."

Article V.

FIRST AMENDMENT TO ARTICLE IX. OF ORIGINAL EMPLOYMENT CONTRACT

Article IX of the original Employment Contract, entitled "Termination," is hereby superseded and amended to read in its entirety as follows:

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Legislative Delegation, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Legislative Delegation to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

In the event that the Contract Employee is terminated without cause, the Baldwin County Legislative Delegation shall instruct the Baldwin County Commission to pay, from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), to the Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$4,583.33). In the event that the Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Legislative Delegation, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized by the Baldwin County Legislative Delegation. In the event the Baldwin County Legislative Delegation elects to cancel or not renew the Employment Contract at the end of the term, with or without cause, or the term of the Employment Contract expires, the Contract Employee shall not be entitled to severance pay pursuant to this Employment Agreement.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. Any severance pay and/or other payments due for accumulated leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

The Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Contract Employee shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. However, said Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

Article VI.

EFFECTIVE DATE OF FIRST AMENDMENT

The effective date of this First Amendment shall be the date when members of the Baldwin County Legislative Delegation and the Chairman of the Baldwin County Commission place their signatures hereon following execution by the Contract Employee.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____

SENATOR CHRIS ELLIOTT

Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHRIS ELLIOTT, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____

REP. JOE FAUST

Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that JOE FAUST, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____

SENATOR GREG ALBRITTON

Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that GREG ALBRITTON, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____

REP. STEPHEN MCMILLAN

Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that STEPHEN MCMILLAN, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____

REP. HARRY SHIVER

Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that HARRY SHIVER, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____

REP. MATT SIMPSON

Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MATT SIMPSON, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____

REP. ALAN BAKER

Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that ALAN BAKER, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

CLIFFORD MCCOLLUM
(CONTRACT EMPLOYEE)

CLIFFORD MCCOLLUM

Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that **CLIFFORD MCCOLLUM**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

**FIRST AMENDMENT TO EMPLOYMENT CONTRACT
APPROVED BY:**

BALDWIN COUNTY COMMISSION

By: _____

BILLIE JO UNDERWOOD

Date

As Its: Chairman

ATTEST:

By: _____

WAYNE DYESS

Date

As Its: County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said BILLIE JO UNDERWOOD, whose name as Chairman, and WAYNE DYESS, whose name as County Administrator, of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____