

**FIRST AMENDMENT TO TULARE LOCAL  
HEALTHCARE DISTRICT  
CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO TULARE LOCAL HEALTHCARE DISTRICT CHIEF EXECUTIVE OFFICER AGREEMENT (this “First Amendment”), made effective January 1, 2024 (the “Effective Date”), is made and entered by and between RANDY DODD (“Executive”) and Tulare Local Healthcare District (“TLHD”), each occasionally being referred to herein as a “Party”, and collectively as the “Parties”.

**RECITALS**

WHEREAS, Executive and TLHD entered into the Tulare Local Healthcare District Chief Executive Officer Agreement dated February \_\_\_\_, 2023, (the “Employment Agreement”) which Employment Agreement is incorporated herein by reference and made a part hereof;

WHEREAS, each Party desires that the employment relationship between Executive and TLHD continue unchanged, except as set forth below;

WHEREAS, neither Party has provided notice pursuant Article 3 of the Employment Agreement to terminate the Executive’s employment by TLHD;

WHEREAS, based on good faith negotiations between Executive and TLHD, the Parties desire to amend the Employment Agreement in accordance with the terms and conditions set forth in this First Amendment;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions set forth herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

**AGREEMENT**

A. **Recitals.** The above introductory paragraph identifying the Parties, and the provisions under “Recitals,” are incorporated herein by reference and are made a part of the terms of this First Amendment.

B. **Incorporation/Ongoing Authority.** All terms and conditions of the Employment Agreement, except as expressly contradicted by this First Amendment, are incorporated in and shall be terms and conditions of this First Amendment. Except as specifically modified hereby, this First Amendment restates and reaffirms the terms of the Employment Agreement, and the Employment Agreement shall remain in full force and effect.

C. **Definitions.** All capitalized terms in this First Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Employment Agreement.

D. Amendments to the Employment Agreement. The following amendments to the Employment Agreement are made effective as of the Effective Date:

1. Section 2(a) of the Employment Agreement is hereby replaced in its entirety with the following:

“a. Total Compensation. Executive will be working in a bona fide executive capacity and is therefore classified as exempt under both state and federal law. While employed, TLHD shall pay to Executive a total equivalent amount of \$257,500.00, on an annual basis (collectively, “**Total Compensation**”), comprised of the Base Pay, Deferred Compensation and Health Plan (all defined below) set forth in this Section 2(a). Total Compensation, or any component thereof, may be proportionally increased or decreased by action of the Board, taken during any duly noticed regular or special meeting.”

2. Section 2(a)(i) of the Employment Agreement is hereby replaced in its entirety with the following:

“i. Salary. TLHD shall pay Executive a base salary at the gross payment annual rate of \$257,500.00 (the “**Base Pay**”), less applicable withholdings under federal, state and local law, payable in bi-weekly installments in accordance with TLHD’s usual payroll practices, which may be subject to change from time to time; *provided, however*, that the Base Salary shall be deducted on a dollar for dollar basis for any sums expended by Executive on Deferred Compensation or any Health Benefits in accordance with this Agreement.”

3. Section 2(b) of the Employment Agreement is hereby replaced in its entirety with the following:

“b. Bonus Pay. No bonus pay is available under this Agreement.”

4. Section 2(c) of the Employment Agreement is hereby replaced in its entirety with the following:

“c. Long-Term Disability. No long-term disability benefit is available under this Agreement, including, without limitation, any payment by TLHD for or towards a long-term disability policy for the benefit of Executive.”

5. Section 2(d) of the Employment Agreement is hereby replaced in its entirety with the following:

“d. Term Life Insurance. No term life insurance benefit is available under this Agreement, including, without limitation, any payment by TLHD for or towards a term life insurance policy for the benefit of Executive.”

E. No Course of Conduct. Each Party’s execution and delivery of, or acceptance of, this First Amendment shall not be deemed to create a course of dealing or otherwise create any

express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future.

F. Waiver. Except as explicitly stated herein, nothing contained in this First Amendment will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms provisions, or conditions contained in the Employment Agreement.

G. Governing Law/Venue. This First Amendment shall be construed, interpreted, and the rights of the Parties determined in accordance with the laws of the State of California. The venue for any judicial proceeding brought by either Party with regard to any provision of or obligation arising under this First Amendment shall be in Tulare, California.

H. Entire Agreement. This First Amendment constitutes the final, complete and exclusive statement between the Parties pertaining to the subject matter hereof, supersedes all prior and contemporaneous understandings or agreements of the Parties, and is binding on and inures to the benefit of their respective representatives, successors and assigns. No Party has been induced to enter into this First Amendment by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this First Amendment. Any agreement made after the date this First Amendment is fully executed is ineffective to modify, waive, or terminate this First Amendment, in whole or in part, unless that agreement is in writing, is signed by the Parties, and specifically states that agreement modifies this First Amendment.

I. Construction of First Amendment. The terms of this First Amendment have been negotiated by the Parties and the language used in this First Amendment shall be deemed to be the language chosen by the Parties to express their mutual intent. This First Amendment shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the First Amendment. No rule of strict construction will be applied against any person or Party.

J. Severability. If any term or provision of this First Amendment is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this First Amendment, and such provision shall not affect the legality, enforceability, or validity of the remainder of this First Amendment.

K. Counterparts. This First Amendment and all documents in relation thereto may be executed in multiple counterparts (including copies sent to a party by facsimile or other electronic transmission, including, but not limited to, pdf attachment) each of which shall be deemed an original, all of which together, shall constitute one in the same instrument.

*[SIGNATURES APPEAR ON THE NEXT PAGE]*

IN WITNESS THEREOF, the Parties hereto have executed this First Amendment on the date specified below their respective signatures.

EXECUTIVE:

\_\_\_\_\_  
RANDY DODD

Date: \_\_\_\_\_

TULARE LOCAL HEALTHCARE DISTRICT:

\_\_\_\_\_  
By: KEVIN NORTHCRAFT, President

Date: \_\_\_\_\_

DRAFT