

**SECOND AMENDMENT TO TULARE LOCAL
HEALTHCARE DISTRICT EMPLOYMENT AGREEMENT**

This Second Amendment to Tulare Local Healthcare District Employment Agreement (this “Second Amendment”) is made and entered into on May 26, 2021 (the “Effective Date”) at Tulare County, California, by and between Sandra Ormonde (“Employee”) and Tulare Local Healthcare District (“TLHD”) (Employee and TLHD shall each be referred to herein as a “Party” or collectively as the “Parties”).

RECITALS

WHEREAS, Employee and TLHD entered into the Tulare Local Healthcare District Employment Agreement dated March 30, 2019 (“Agreement”), which Agreement is incorporated herein by reference and made a part hereof;

WHEREAS, Employee and TLHD entered into that certain First Amendment to the Tulare Local Healthcare District Employment Agreement on June 11, 2020 (the “First Amendment”);

WHEREAS, neither Party provided notice of non-renewal pursuant to the Agreement to terminate the Agreement;

WHEREAS, each Party desires that the employment relationship between Employee and TLHD continue under the terms of the Agreement, as amended by the First Amendment, subject to additional modifications of said employment relationship as set forth herein;

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

1. **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 Second Amendment.

2. **Definitions; Ongoing Effect.** All of the terms used, but not defined in this Second Amendment shall have the same meaning as described to them in the Agreement. Except as amended specifically by this Second Amendment, the Agreement, as amended by the First Agreement, remains the controlling document with respect to Employee’s employment with TLHD.

3. **Amendment to Agreement.** The Agreement, as amended, is hereby further amended as follows:

a. Addition of sentence to Section 1(c). The following sentence shall be added at the end of Section 1, subdivision (c), entitled "Full-time and Best Efforts":

"Notwithstanding any other provision of this Agreement, TLHD shall make all reasonable accommodations for the benefit of Employee in the event circumstance outside of Employee's immediate control require her to work on a modified schedule from time to time, so long as, during such periods requiring a modified schedule, Employee continues to substantially perform in accordance with Section 1(a) above."

b. Addition of Subsection (d) to Section 3. The following subsection shall be added to Section 3:

"d. Resignation Without Cause. Upon 30-day written notice to TLHD, Employee may resign her position as Chief Executive Officer, with no further obligation to TLHD except as set forth in this Agreement or as required by law. In any event, TLHD shall have no cause of action or claim against Employee based on or related to any expenditure by TLHD directly attributable to Employee's exercise of her rights under this Section 3(d), whether related to TLHD's recruitment and/or selection of Employee's replacement, or as a result of any salary increase or recruitment cost, as applicable, attributable to Employee's replacement."

4. Counterparts. This Second 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 and the same instrument.

5. Amendment. This Second Amendment cannot be amended or altered except by written instrument executed by TLHD and Employee. The Parties agree that except as otherwise set forth, all terms, covenants and conditions in the Agreement shall remain in full force and effect.

6. Advisement and Acknowledgment. Each Party expressly acknowledges that they have had sufficient opportunity to consult with and receive the advice of legal counsel of their own choosing concerning all portions of this Second Amendment. Each Party acknowledges that they have freely and voluntarily executed this Second Amendment. The Parties further agree that any rule that provides that an ambiguity within a document will be interpreted against the Party drafting such document shall not apply.

7. Effective Date of Second Amendment. This Second Amendment shall be effective on the Effective Date.

IN WITNESS THEREOF, the Parties have executed this Second Amendment on the Effective Date.

EMPLOYEE:

SANDRA ORMONDE

Date: _____

TULARE LOCAL HEALTHCARE DISTRICT:

By: KEVIN NORTHCRAFT, President

Date: _____