

ADDENDUM NO. 1 TO CONSULTING AGREEMENT

This Addendum No. 1 to the Consulting Agreement dated July 22, 2020 (the “Agreement”) between Tulare Local Health Care District, a Healthcare District formed under the California Health and Safety Code (“TLHCD”), and Randy Dodd, an individual (“Consultant”) is made on July 22, 2020 (“Effective Date”).

1. Effective Date. This Addendum No. 1 is effective as of the Effective Date.

2. Scope of Project No. 1. The scope of work for the project contemplated by this Addendum No. 1 (“Project No. 1”) is as follows:

Consultant is to identify market and/or business development/partnership opportunities for real property presently held by TLHCD (each, a “Parcel”) with a focus on benefitting the community of Tulare, which effort shall include the following components:

a. Review and determination of size/scope of potential development for each Parcel (including, without limitation, review of pertinent zoning and use permits);

b. Review and analysis of potential opportunities for TLHCD’s delivery or enhancement of health-related services to or in the community of Tulare as compared with the attributes/capabilities of each Parcel identified in Section 2.a above; and

c. Review and analysis of financing options, and risks and opportunities from TLHCD’s perspective, related to development of each Parcel for the uses identified in Section 2.b above.

3. Authorized Time. Consultant is authorized to spend not more than eighty (80) hours of billable time in his completion of Project No. 1, and, prior to conducting any additional efforts in furtherance of Project No. 1, Consultant shall communicate progress/results with respect to Section 2 directly with the CEO of TLHCD following each increment of twenty (20) hours being invoiced to TLHCD in accordance with the Agreement.

4. Term. This Addendum No. 1 shall be effective on the Effective Date and terminate upon Consultant’s completion of Project No. 1 or immediately upon written notice from TLHCD.

5. Conflict Between Addendum No. 1 and Agreement. In the event of a conflict between this Addendum No. 1 and the Agreement, this Addendum No. 1 shall prevail. The Agreement shall otherwise remain unchanged and in full force and effect and is hereby ratified and confirmed in all respects. Consultant’s execution and delivery of, or acceptance of, this Addendum No. 1 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.

6. Rules of Construction. The terms of this Addendum No. 1 have been negotiated by the parties hereto and the language used in this Addendum No. 1 shall be deemed to be the language chosen by said parties to express their mutual intent. This Addendum No. 1 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 agreement. No rule of strict construction will be applied against any person.

7. Agreed and Accepted. By signing below, each party hereto agrees and acknowledges that it/he/she has reviewed and accepted this Addendum No. 1.

8. Authority/Capacity. Each individual executing this Addendum No. 1 on behalf of either party hereto represents and warrants that he or she is duly authorized to execute and deliver this Addendum No. 1 on behalf of said party. Each individual further represents and warrants to the other that (a) it has the requisite legal capacity and authority to enter into and fully perform each and all of its obligations under this Addendum No. 1, and (b) this Addendum No. 1 does not in any way violate any covenant, contract, agreement, instrument or understanding by which such party is bound.

“TLHCD”

“Consultant”

Tulare Local Health Care District, a
Healthcare District formed under the
California Health and Safety Code

By: Sandra Ormonde
Its: Chief Executive Officer

Randy Dodd