

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT (“First Amendment”) to EMPLOYMENT AGREEMENT (the “Agreement”), is entered into by and between the **North Broward Hospital District d/b/a Broward Health**, and **Linda A. Epstein, Esq.** (“Employee”) (Broward Health and Employee may be referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, Broward Health hired Employee as its General Counsel pursuant to the terms outlined in the Agreement effective as of May 29, 2019, and attached hereto as Appendix A;

WHEREAS, the original three-year term of the Agreement expired on June 17, 2022;

WHEREAS, the Parties desire to continue their employment relationship and agree to extend and amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties hereby agree as follows:

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS:** For purposes of this First Amendment, capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement.
- III. **AMENDMENTS:** The Agreement is hereby amended as follows:

A. Section 1: Employment

Pursuant to Section 1(b) of the Agreement (Term; At-Will), the Parties agree to extend the terms of the Agreement for one-year commencing June 17, 2022 (“Effective Date”). The Agreement shall automatically renew for successive one-year terms (“Term” or “Terms”) beginning on June 17, 2023, and continuing each June 17th thereafter (“Renewal Date”), unless either party notifies the other in writing not less than ninety (90) calendar days before each year’s Renewal Date.

B. Section 3: Termination

The first sentence of Section 3(e) of the Agreement (Effect of Termination of Employment; Severance) is hereby deleted in its entirety and is replaced with the following two sentences:

“In addition, in the event of a termination of Employee’s employment without cause pursuant to section 3(b) hereof, Employee shall be

entitled to receive severance pay in an amount equal to twelve (12) months of Employee's Base Salary as determined as of the date of termination of Employment. For purposes of this Paragraph, the Parties agree that the expiration of the Term or Terms due to non-renewal by Broward Health pursuant to Section 1 (b) shall constitute a termination by Broward Health "Without Cause" and thereby entitle Employee to severance pay in accordance with this Paragraph.

- IV. COUNTERPARTS; DIGITAL SIGNATURES:** This First Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof. Both Parties agree that this First Amendment may be accepted, executed, or agreed to through the use of a digital signature in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, *et seq.*), Florida's Electronic Signature Act of 1996 (§ 668.001, F.S., *et seq.*), Florida's Uniform Electronic Transactions Act (§ 668.50, F.S.), and any other applicable federal or state law, and any document accepted, executed, or agreed to in conformity with such laws shall be binding and shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. Both Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either Party in conformance with the foregoing laws.
- V. HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this First Amendment or the Agreement.
- VI. NO STRICT CONSTRUCTION:** The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any party.
- VII. NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the Parties in every respect and also incorporated herein by reference. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives, have executed and delivered this First Amendment voluntarily, without reservation and with full understanding of the terms contained herein to be effective as of the Effective Date.

**NORTH BROWARD HOSPITAL
DISTRICT D/B/A BROWARD HEALTH**

LINDA A. EPSTEIN, ESQ.

By: _____
Stacy Angier, Chairperson

By: _____
Linda A. Epstein, Esq.

Date: _____

Date: _____

DRAFT