

RESOLUTION NO. 22-08

A RESOLUTION OF THE MADERA COUNTY TRANSPORTATION COMMISSION APPROVING THE SECOND AMENDMENT TO EMPLOYMENT AGREEMENT OF EXECUTIVE DIRECTOR

WHEREAS, the Madera County Transportation Commission (hereinafter “Commission”) has employed Patricia Taylor (hereinafter “Employee”) as Executive Director since May 19, 1999; and

WHEREAS, effective July 1, 2019, Commission entered into a three-year employment agreement with Employee known as Contract No. 2019 (Employment Agreement: Executive Director, Madera County Transportation Commission) (hereinafter “Agreement”), for the period July 1, 2019 through June 30, 2022; and

WHEREAS, effective July 1, 2021 the Commission and Employee entered into the “First Amendment to Employment Agreement of Executive Director, Contract No.: 2019-01” (hereinafter “First Amendment”) which amended and updated the Agreement; and

WHEREAS, the Agreement as amended by the First Amendment is currently scheduled to terminate as of June 30, 2022; and

WHEREAS, the Commission now desires to extend the term of the Agreement and adjust the Executive Director’s compensation accordingly.

NOW, THEREFORE, the Policy Board of the Madera County Transportation Commission resolves as follows:

Section 1. The Policy Board hereby approves the Second Amendment to the Agreement, as attached.

Section 2. All other terms and conditions of the Agreement shall remain the same throughout the term of the Agreement unless otherwise modified by further Board action.

The forgoing resolution was ADOPTED this 22nd day of June, 2022 by the following vote:

- Commissioner Wheeler, Chair, voted: _____
- Commissioner Palmer, Vice-Chair voted: _____
- Commissioner Poythress voted: _____
- Commissioner Frazier voted: _____
- Commissioner Rodriguez voted: _____
- Commissioner Gallegos voted: _____

Chairman, Madera County Transportation Commission

Executive Director, Madera County Transportation Commission

**MADERA COUNTY TRANSPORTATION COMMISSION
SECOND AMENDMENT TO EMPLOYMENT AGREEMENT OF EXECUTIVE
DIRECTOR, CONTRACT NO. 2019-02**

This Second Amendment to the Employment Agreement of Executive Director, (hereinafter “Second Amendment”) is hereby entered into and made effective July 1, 2022, by and between the Madera County Transportation Commission (hereinafter “Commission”) and Patricia Taylor, an individual (hereinafter “Employee”) and modifies and amends the existing Contract No. 2019 (Employment Agreement: Executive Director, Madera County Transportation Commission) (hereinafter “Agreement” as amended by the “First Amendment to Employment Agreement of Executive Director, Contract No.: 2019-01” (hereinafter “First Amendment”))

RECITALS

WHEREAS, the Madera County Transportation Commission (hereinafter “Commission”) has employed Patricia Taylor (hereinafter “Employee”) as Executive Director since May 19, 1999; and

WHEREAS, effective July 1, 2019, Commission entered into the Agreement with Employee for the period July 1, 2019 through June 30, 2022; and

WHEREAS, effective July 1, 2021, the Commission and Employee entered into the First Amendment which amended and updated the Agreement; and

WHEREAS, the Agreement as amended by the First Amendment is currently scheduled to terminate as of June 30, 2022; and

WHEREAS, the Commission and Employee now desire to further amend the Agreement to extend the term of the Agreement and adjust the Executive Director’s compensation accordingly.

AGREEMENT

1. Sections 2.1, 2.3, and 3.1 of the Agreement are hereby amended to read in their entirety as follows:

2.0 Compensation and Reimbursement.

2.1 Compensation

For the services rendered pursuant to this AGREEMENT, EMPLOYEE’s annual compensation commencing July 1, 2019, shall be One Hundred Sixty Two Thousand Nine Hundred Seventy Dollars and Fifty Cents (\$162,970.50), or a monthly base salary of \$13,580.875 (“Salary”), which shall be paid on a pro-rated basis [bi-monthly or bi-weekly] at the same time as other employees of the

COMMISSION are paid. Notwithstanding, effective July 1, 2020, EMPLOYEE shall receive a one-time increase of one percent (1%) to EMPLOYEE's Salary. Furthermore, effective July 1, 2022, EMPLOYEE shall receive an additional one-time increase of five percent (5%) to EMPLOYEE's Salary. Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

...

2.3 Cost of Living Adjustment

Commencing July 1, 2019, EMPLOYEE shall be entitled to a one percent (1%) per year cost of living adjustment ("COLA") to the above-stated compensation. Notwithstanding, for the period of July 1, 2020 through June 30, 2021, EMPLOYEE shall be entitled to a one-time, one and one-half percent (1.5%) cost of living adjustment ("COLA") to the above-stated compensation. Furthermore, commencing July 1, 2022, EMPLOYEE shall be entitled to an additional one-time, two percent (2%) COLA to EMPLOYEE'S compensation in effect at that time.

...

3.1 Commencement, Effective Date & Term of Agreement

EMPLOYEE shall commence providing services hereunder at 8:00 a.m. Pacific daylight savings time on July 1, 2019, or such date upon which the COMMISSION and EMPLOYEE may mutually agree and confirm in writing. In the event EMPLOYEE commences services on a date other than July 1, 2019, such date shall be deemed the effective date of this AGREEMENT ("Effective Date"). ~~The term of this AGREEMENT is three (3) years and shall terminated on June 30, 2022.~~ This AGREEMENT shall terminate on June 30, 2025 unless otherwise amended.

3. Except as so modified and amended, all remaining terms, conditions, and benefits of the Agreement, as amended by the First Amendment, shall remain unchanged and are incorporated herein by reference.

IN WITNESS WHEREOF, the Commission has caused this Second Amendment to be signed and executed on its behalf by its duly appointed officer and attested by its officers thereunto duly authorized, and Employee has signed and executed this Second Amendment.

<p>MADERA COUNTY TRANSPORTATION COMMISSION</p> <hr/> <p>CHAIR</p>	<p>EXECUTIVE DIRECTOR</p> <hr/> <p>PATRICIA TAYLOR</p>
<p>ATTEST:</p> <hr/> <p>, Clerk</p>	
<p>APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP</p> <hr/> <p>SHANNON L. CHAFFIN, General Counsel</p>	

**MADERA COUNTY TRANSPORTATION COMMISSION
FIRST AMENDMENT TO EMPLOYMENT AGREEMENT OF EXECUTIVE DIRECTOR, CONTRACT
NO.: 2019-01**

This First Amendment to the Employment Agreement of Executive Director, (hereinafter "First Amendment") is hereby entered into and made effective July 1, 2020, by and between the Madera County Transportation Commission (hereinafter "Commission") and Patricia Taylor, an individual (hereinafter "Employee") and modifies and amends the existing Employment Agreement of the Executive Director, Contract No. 2019 (hereinafter "Agreement")

RECITALS

WHEREAS, the Madera County Transportation Commission (hereinafter "Commission") has employed Patricia Taylor (hereinafter "Employee") beginning in 1993 as transportation Planner, and, since May 19, 1999, as Executive Director; and

WHEREAS, effective July 1, 2019, Commission entered into the Agreement with Employee for the period July 1, 2019 through June 30, 2022; and

WHEREAS, at the conclusion of each fiscal year after a satisfactory or better annual salary review and performance evaluation, Employee is entitled to an increase in compensation of not lower than one percent of her then-current salary and an annual cost of living increase; and

WHEREAS, in June of 2020, Employee received a satisfactory or better performance evaluation for the period 2019-2020; and

WHEREAS, the Commission and Employee now desire to amend the Agreement to reflect that the Employee's salary will be increased by one percent and cost of living increase of one and one-half percent effective July 1, 2020.

AGREEMENT

1. Sections 2.1 and 2.3 of the Agreement are hereby amended to read in their entirety as follows:

2.0 Compensation and Reimbursement.

2.1 Compensation

For the services rendered pursuant to this AGREEMENT, EMPLOYEE's annual compensation commencing July 1, 2019, shall be One Hundred Sixty Two Thousand Nine Hundred Seventy Dollars and Fifty Cents (\$162,970.50), or a monthly base salary of \$13,580.875 ("Salary"), which shall be paid on a pro-rated basis [bi-monthly or bi weekly] at the same time as other employees of the

COMMISSION are paid. Notwithstanding, effective July 1, 2020, EMPLOYEE shall receive a one-time increase of one percent (1%) to EMPLOYEE'S Salary. Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.3 Cost of Living Adjustment

Commencing July 1, 2019, EMPLOYEE shall be entitled to a one percent (1%) per year cost of living adjustment ("COLA") to the above-stated compensation. Notwithstanding, for the period of July 1, 2020 through June 30, 2021, EMPLOYEE shall be entitled to a one-time, one and one-half percent (1.5%) cost of living adjustment ("COLA") to the above-stated compensation.

3. Except as so modified and amended, all remaining terms, conditions and benefits of the Agreement shall remain unchanged and are incorporated herein by reference.

IN WITNESS WHEREOF, the Commission has caused this First Amendment to be signed and executed on its behalf by its duly appointed officer authorized, and Employee has signed and executed this First Amendment.

MADERA COUNTY TRANSPORTATION COMMISSION  CHAIR	EXECUTIVE DIRECTOR  PATRICIA TAYLOR
APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP  SHANNON L. CHAFFIN, General Counsel	