

**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.

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

EXHIBIT A TO FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

**(Employment Agreement: Executive Director,
Madera County Transportation Commission**

MADERA COUNTY TRANSPORTATION COMMISSION

CONTRACT NO.: _____

**(EMPLOYMENT AGREEMENT: EXECUTIVE DIRECTOR, MADERA COUNTY
TRANSPORTATION COMMISSION)**

This EMPLOYMENT AGREEMENT; EXECUTIVE DIRECTOR, MADERA COUNTY TRANSPORTATION COMMISSION (hereinafter referred to as the "AGREEMENT") is entered into and made effective July 1, 2019, by and between the MADERA COUNTY TRANSPORTATION COMMISSION (hereinafter "COMMISSION") and PATRICIA TAYLOR, an individual (hereinafter referred to as "EMPLOYEE" OR "EXECUTIVE DIRECTOR").

RECITALS

WHEREAS, EMPLOYEE commenced employment for the COMMISSION beginning November 22, 1993 as a Transportation Planner; and

WHEREAS, on May 19, 1999 EMPLOYEE was promoted to the position of Executive Director which position EMPLOYEE has continuously and presently holds; and

WHEREAS, the parties have entered into a series of written agreements with EMPLOYEE as EXECUTIVE DIRECTOR since 1999, the latest of which was entered into on or about July 1, 2018 and is set to expire on June 30, 2019 unless superseded; and

WHEREAS, the parties now desire that the EMPLOYEE continue her service as EXECUTIVE DIRECTOR, the duties of which position are set forth herein, effective July 1, 2019; and

WHEREAS, EMPLOYEE desires to continue to perform the duties and responsibilities of EXECUTIVE DIRECTOR for the COMMISSION; and

WHEREAS, the parties desire to replace and supersede all prior written agreements between the COMMISSION and EMPLOYEE with this AGREEMENT; and

WHEREAS, the parties now wish to memorialize the terms and conditions of Employee's services to the COMMISSION through this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the COMMISSION and EMPLOYEE hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties.

COMMISSION hereby employs EMPLOYEE as EXECUTIVE DIRECTOR for the COMMISSION to perform the functions and duties of EXECUTIVE DIRECTOR, including those functions and duties specified in the hereinafter described Job Description for the EXECUTIVE DIRECTOR position attached hereto as Exhibit "A." Subject to guidance from and approval by COMMISSION, COMMISSION will provide EMPLOYEE with full authority to administer COMMISSION programs, including decisions related to negotiation of salary and fringe benefits, and the selection, supervision, evaluation and termination of employees subject to the conditions and restrictions imposed by federal and state law or agreements between COMMISSION and agencies providing funding thereto. Additionally, EMPLOYEE shall perform such other legally permissible and proper functions and duties as the COMMISSION shall, from time-to-time, direct or assign. EMPLOYEE shall perform the duties and responsibilities of the EXECUTIVE DIRECTOR in an efficient, competent, and ethical manner and shall devote EMPLOYEE'S best efforts and full-time attention to the position.

1.2 Work Schedule.

It is recognized EMPLOYEE is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the COMMISSION. EMPLOYEE acknowledges that proper performance of these duties requires EMPLOYEE to generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, including an unpaid lunch period), as set by the COMMISSION and may be duly revised from time-to-time, and will also often require the performance of necessary services outside of normal business hours including evening COMMISSION meetings. Notwithstanding the foregoing, the COMMISSION will permit EMPLOYEE such reasonable "time off" as is customary for exempt employees of the COMMISSION, so long as the time off does not interfere with normal business. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked. EMPLOYEE shall not be entitled to overtime compensation for overtime as the EXECUTIVE DIRECTOR is an "exempt" classification and is not subject to the overtime provisions of the federal Fair Labor Standards Act ("FLSA").

1.3 Other Activities.

EMPLOYEE shall focus EMPLOYEE's professional time, ability, and attention to the COMMISSION 's business during the term of this AGREEMENT. EMPLOYEE shall not engage, without the express prior written consent of the COMMISSION, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether

for compensation or otherwise, that is or may be competitive with the COMMISSION, that might cause a conflict-of-interest with the COMMISSION, or that otherwise might interfere with the business or operation of the COMMISSION or the satisfactory performance of the functions and duties of the EXECUTIVE DIRECTOR.

1.4 Employment Status.

EMPLOYEE shall serve at the will and pleasure of the COMMISSION and understands EMPLOYEE is an “at-will” employee subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary “Skelly” meeting, except that the COMMISSION must terminate the employment of EMPLOYEE in the manner set forth in Section 3.3 of this AGREEMENT, below.

1.5 Exclusion From Competitive Service; Commission Personnel Rules Not Applicable.

The EXECUTIVE DIRECTOR is excluded from Commission’s competitive service and accordingly, the provisions of the Commission’s Personnel Rules regarding the competitive service, grievance, discipline and dismissal shall not apply to this position. Except as so noted, the Commission’s Personnel Rules relating to anti-discrimination, expense reimbursement use of Commission Property and rules regarding office procedure shall apply to this position.

1.6 Commission Documents.

All data, studies, reports and other documents prepared by EMPLOYEE while performing the duties of EXECUTIVE DIRECTOR during the term of this AGREEMENT shall be furnished to and become the property of the COMMISSION, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to EMPLOYEE in connection with the performance of this AGREEMENT shall be held confidential by EMPLOYEE to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by EMPLOYEE, without the prior written consent of the COMMISSION, for any purposes other than the performance of EMPLOYEE’s duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this AGREEMENT, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.7 Fair Labor Standards Act (“FLSA”) Exempt Status.

EMPLOYEE agrees that EMPLOYEE’s position is that of an exempt employee for the purposes of the FLSA.

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 One Thousand Three Hundred Seventy Tree Dollars (\$161,373), or a monthly base salary of (\$13,448) ("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. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review & Increase.

The COMMISSION and EMPLOYEE agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 4.2. At the conclusion of each fiscal year in the position, and an evaluation rating of "Satisfactory" (or equivalent) or better in the annual performance evaluation as provided for in Section 5.2 below, EMPLOYEE shall receive an increase of not lower than one percent (1%) of Employee's then-current Salary. The COMMISSION may in its discretion grant an increase higher than one percent (1%). Any such increase to Salary shall become effective July 1 of each year. If at the conclusion of the year the annual salary review is conducted after July 1, any Salary increase based on a satisfactory performance evaluation shall be retroactive to July 1.

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.

3.0 TERM

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 terminate on June 30, 2022.

3.2 Termination by EMPLOYEE.

EMPLOYEE may terminate this AGREEMENT at any time, provided EMPLOYEE provides the COMMISSION with at least ninety (90) calendar days' advance written notice. In such event, EMPLOYEE, if so requested by COMMISSION, will continue to render services to the effective date of termination and be paid EMPLOYEE'S regular

compensation. Should COMMISSION not request such continued services, EMPLOYEE shall be paid the salary due for the ninety (90) day notice period.

3.3 Termination by COMMISSION.

EMPLOYEE acknowledges and agrees that EMPLOYEE is an at-will employee serving at the pleasure of the COMMISSION with no vested right in continuation of her employment or in the salary and/or fringe benefits that may be provided in future years, and that EMPLOYEE'S employment with COMMISSION may be terminated by COMMISSION with or without cause at any time upon ninety (90) calendar days' written notice. EMPLOYEE expressly waives any rights provided for under the COMMISSION'S Personnel Rules, or under other local, state or federal law to any other form of pre- or post-termination administrative hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the job or position of EXECUTIVE DIRECTOR.

(a) Termination for Cause.

The COMMISSION may terminate this AGREEMENT at any time by providing EMPLOYEE with five (5) business days' written notice of the termination for cause and the facts and grounds constituting cause. "Cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following:

- 1) Breach of this AGREEMENT;
- 2) Willful or persistent material breach of duties or inattention to duties as listed in the attached job description;
- 3) Résumé fraud or other acts of material dishonesty;
- 4) Unauthorized or excessive unexcused absence or leave;
- 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or abuse of position as EXECUTIVE DIRECTOR;
- 6) Conviction of a felony under California law;
- 7) Violation of the COMMISSION 's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment, discrimination or retaliation against a COMMISSION official or employee or any legally prohibited personal acts against a COMMISSION official or employee has occurred;
- 8) Violation of the COMMISSION 's rules, and regulations, including but not limited to the COMMISSION 's Personnel Rules, Financial/Administrative Procedures Manual, or state or federal law prohibiting such conduct;
- 9) Use or possession of illegal drugs;
- 10) Engaging in conduct tending to bring embarrassment or disrepute to the COMMISSION;

- 11) Any illegal or unethical act involving personal economic gain, including but not limited to conviction of theft or attempted theft;
- 12) Significant mismanagement of COMMISSION finances;
- 13) Any pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the COMMISSION or the policy decisions of the COMMISSION;
- 14) Intentional negligence, or fraud, misfeasance or malfeasance or any act not here enumerated which would reasonably justify termination of employment.

The COMMISSION may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of any dispute, investigation or complaint. If the COMMISSION terminates this AGREEMENT for cause the COMMISSION shall have no obligation to pay EMPLOYEE any severance. In the determination of Cause under this Section, the Commission may employ legal counsel and seek the advice of professionals or experts.

Any allegations of cause against EMPLOYEE may, be presented to the employee in writing in closed session, however the COMMISSION is under no obligation to provide oral or written allegations to EMPLOYEE. Any action taken against the employee for termination must be reported in open session. Employee shall have the right to address the COMMISSION in open session for a name-clearing opportunity. In the event a dispute arising out of the terms and conditions of this agreement cannot amicably be resolved, a decision by the COMMISSION under this Section shall be final and appealable through the California courts by filing an action in the Superior Court of the County of Madera, California.

(b) Termination Without Cause & Severance.

Should EMPLOYEE be terminated without cause at any time during the term of this agreement and EMPLOYEE is willing and able to perform the duties of the EXECUTIVE DIRECTOR under this Agreement, then in that event, COMMISSION agrees to pay EMPLOYEE a lump sum cash payment equal to six (6) months' aggregate salary, benefits, and ICMA retirement compensation. Upon such termination EMPLOYEE shall be compensated the value of any accrued, unused administrative, personal, sick and vacation leave time payable in accordance with this Agreement as compensation for such termination. EMPLOYEE hereby acknowledges and agrees that such termination compensation represents a fair and reasonable compensation to EMPLOYEE in the event her employment is so terminated by COMMISSION.

3.4 Sole Rights.

The severance rights provided in this Section 3.0 shall constitute the sole and only entitlement of EMPLOYEE with respect to severance pay in the event of the termination, other than for cause. EMPLOYEE expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation,

Severance, and General Release” attached hereto as Exhibit “D,” which is hereby approved by the parties as to form.

4.0 PERFORMANCE EVALUATIONS

4.1 Purpose.

The performance review and evaluation process set forth herein is intended to provide review and feedback to EMPLOYEE so as to facilitate a more effective management of the COMMISSION. Nothing herein shall be deemed to alter or change the employment status of EMPLOYEE (as set forth in Section 1.4 above), nor shall this Section 4 be construed as requiring “cause” to terminate EMPLOYEE under this AGREEMENT.

4.2 Annual Evaluation.

The COMMISSION shall endeavor to review and evaluate the performance of EMPLOYEE annually within thirty (30) days after each anniversary of EMPLOYEE’s Evaluation Date. For the purposes of this Section, EMPLOYEE’s Evaluation Date shall be defined as the first day of the month following the Effective Date of this AGREEMENT. In addition, EMPLOYEE shall submit for the COMMISSION consideration at those times established by the COMMISSION Chairperson, but at least annually, EMPLOYEE’s proposed performance goals and objectives and incorporate the COMMISSION’s suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 4.1 above.

4.3 Written Summary.

The COMMISSION may, in its sole discretion, elect to provide a written summary of each performance evaluation to EMPLOYEE within two (2) weeks following the conclusion of the review and evaluation process, and may, in its sole discretion, schedule at least one (1) COMMISSION closed session with EMPLOYEE to deliver and discuss the evaluation.

5.0 BENEFITS

5.1 Automobile Allowance & Travel Expense.

EMPLOYEE shall be provided a monthly automobile allowance of Two Hundred Fifty Dollars (\$250) in exchange for making EMPLOYEE’s vehicle available for COMMISSION -related business and/or functions during, before and after normal work hours. The automobile allowance is intended to reimburse EMPLOYEE for local and regional COMMISSION -related travel; that is, travel within Madera County. EMPLOYEE shall be reimbursed mileage for travel outside Madera County at the usual and customary IRS approved rate.

Payment of all reasonable, usual and customary expenses incurred in COMMISSION-related travel to destinations beyond the boundaries of Madera County shall be reimbursed, including travel, food and lodging and such other expenses in accordance

with COMMISSION and industry practices. EMPLOYEE understands that any applicable taxes resulting therefrom are EMPLOYEE's responsibility to pay and not covered by the COMMISSION.

5.2 Cellular Phone Allowance.

COMMISSION shall provide EMPLOYEE with a cellular phone allowance equal to One Hundred Dollars (\$100) per month

5.3 Health, Disability, Vision, Dental and Life Insurance.

COMMISSION shall provide to EMPLOYEE and dependents Health, Disability, Vision, Dental and Life Insurance in accordance with the benefits of the Madera County Transportation Commission Benefits Summary adopted by the COMMISSION on or about May 18, 2016 and set forth in the Commission's Employee Manual Section 4000 *et seq.*, attached hereto and incorporated herein by reference as Exhibit "B" and as may be amended from time to time.

5.4 Retirement System.

COMMISSION employees are required to participate in the federal Social Security System. Both Commission and employee are required to contribute six point two per cent (6.2%) of the employee's gross salary for this benefit.

EMPLOYEE shall continue to be enrolled in the International City Management Association Retirement Corporation (ICMA) Section 401(a) Plan, as provided under the Madera County Transportation Commission Benefits Summary adopted by the COMMISSION on or about May 18, 2016, and set forth in the Commission's Employee Manual Section 4000 *et seq.* attached hereto and incorporated herein by reference as Exhibit "B" and as may be amended from time to time.

5.5 Deferred Compensation.

EMPLOYEE currently participates in the COMMISSION'S ICMA Deferred Compensation Program and may continue to participate in that program. EMPLOYEE acknowledges that COMMISSION does not provide any matching benefits or other payments toward the Deferred Compensation Program.

5.6 Administrative Leave

Administrative leave equal to ten (10) days per fiscal year shall be granted available beginning on the first day of the fiscal year and must be used prior to the end of the following fiscal year with no accumulation from year-to-year. Unused administrative leave shall be paid upon termination of employment calculated by multiplying the number of unused hours by the EMPLOYEE'S then current salary.

5.7 Vacation, Sick Leave, Holiday Pay and Personal Leave.

EMPLOYEE shall continue to accrue vacation and sick leave according to the Madera County Transportation Commission Benefits Summary and adopted by the Board on or about May 18, 2016, and set forth in the Commission's Employee Manual Section 4000 *et seq.* attached hereto and incorporated herein by reference as Exhibit "B" and as may be amended from time to time.

In addition to the COMMISSION observed paid holidays, each employee will be allowed four (4) hours or one half -day of Personal Leave per calendar year.

EMPLOYEE shall be credited with all unused vacation and sick leave accrued while previously employed by the COMMISSION.

5.8 Jury Duty.

EMPLOYEE shall receive full pay and benefits while responding to a jury summons or serving on a jury.

6.0 PROFESSIONAL DEVELOPMENT

6.1 Membership.

The COMMISSION encourages EMPLOYEE'S continued professional development and shall provide payment by the COMMISSION of appropriate related costs for such activities, including membership in relevant professional organizations as approved by the COMMISSION.

6.2 Local Meetings & Seminars.

The COMMISSION agrees to reimburse EMPLOYEE the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to employment with COMMISSION and in accordance with the COMMISSION 's policies for expense reimbursement.

6.3 Approval by COMMISSION.

To be eligible to receive reimbursement for the memberships, training, travel and other expenses incurred pursuant to this Article 6, EMPLOYEE shall budget for the activity in the COMMISSION 's [annual/biennial] budget. Prior to budgeting such activity, EMPLOYEE shall obtain advance written approval of the COMMISSION. EMPLOYEE shall file a Travel Request and Expense Report form with the COMMISSION if the activity would otherwise require such filing of the form.

7.0 BONDS AND INDEMNIFICATION

7.1 Indemnification.

To the extent mandated by the California Government Code, the COMMISSION shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S services under this AGREEMENT. This Section shall not apply to any intentional tort or crime committed by EMPLOYEE, to any action outside the course and scope of the services provided by EMPLOYEE under this AGREEMENT, or any other intentional or malicious conduct or gross negligence of EMPLOYEE.

7.2 Bonds.

COMMISSION shall bear the full cost of any fidelity or other bonds, which may be required in the performance of EMPLOYEE'S services under this AGREEMENT.

8.0 GENERAL PROVISIONS

8.1 Entire Agreement.

This AGREEMENT and all attachments represent the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to EMPLOYEE'S employment by the COMMISSION and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this AGREEMENT shall be valid or binding upon either party.

8.2 Amendment.

This AGREEMENT may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require COMMISSION approval.

8.3 Notices.

Any notice required or permitted by this AGREEMENT shall be in writing and shall be emailed and personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To COMMISSION:

_____ Chairperson,
Madera County Transportation Commission
2001 Howard Road, Suite 201
Madera, California 93637

To EMPLOYEE:

Patricia Taylor

[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

8.4 Conflicts Prohibited.

During the term of this AGREEMENT, EMPLOYEE shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of EMPLOYEE's EXECUTIVE DIRECTOR duties under this AGREEMENT. EMPLOYEE shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

8.5 Effect of Waiver.

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this AGREEMENT by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

8.6 Partial Invalidity.

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

8.7 Governing Law.

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

8.8 Government Code §§ 53243 - 53243.4.

Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to a means to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of the employee's office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. These statutes are set forth in full in Exhibit "B" attached hereto and incorporated herein. Accordingly, the parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this AGREEMENT and as such laws may be amended from time to time thereafter.

Specifically, the following Government Code sections are called out and hereby incorporated by this AGREEMENT:

- 1) § 53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
- 2) § 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
- 3) § 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.
- 4) § 53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.
- 5) § 53243.4. "Abuse of office or position" defined.

EMPLOYEE represents that EMPLOYEE has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to EMPLOYEE, including that EMPLOYEE agrees that any cash settlement or severance related to the terms of this AGREEMENT involving compensation for termination that EMPLOYEE may receive from the COMMISSION shall be fully reimbursed to the local agency if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE's office or position.

8.9 Independent Legal Advice.

The COMMISSION and EMPLOYEE represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this AGREEMENT, and the COMMISSION and EMPLOYEE further represent and warrant that each has carefully reviewed this entire AGREEMENT and that each and every term thereof is understood and that the terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

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IN WITNESS WHEREOF, the MADERA COUNTY TRANSPORTATION COMMISSION has caused this AGREEMENT 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 AGREEMENT.

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

EXHIBITS

- Exhibit A: Executive Director Job Description
- Exhibit B: Madera County Transportation Commission Benefits Summary
- Exhibit C: Government Code Sections 53243-53243.4 and 53260(a)
- Exhibit D: Agreement Of Separation, Severance, And General Release

EXHIBIT A

Executive Director Job Description: (Attached)

Madera County Transportation Commission

Executive Director

DEFINITION

To plan, organize, direct and review the overall administrative activities and operations of the Madera County Transportation Commission; to provide leadership to the organization; to advise and assist Commissioners; and to represent the Commission's interests with other agencies, the business community, and the community at large.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Commission.

Exercises direct supervision over assigned management, supervisory, professional, technical and administrative support personnel.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Develops, plans and implements Commission and Authority goals and objectives; recommend and administer policies and procedures.

Coordinates Commission activities with outside agencies and organizations; provides staff assistance to the Commissioners; prepares and presents staff reports and other necessary correspondence.

Directs, oversees and participates in the development of the Commission's work plan; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods and procedures.

Directs and oversees the development and administration of Commission and Authority budgets; directs the forecast of additional funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; implements mid-year adjustments.

Selects, trains, motivates and evaluates personnel; provides or coordinates staff training; conducts performance evaluations; implements discipline procedures; maintains discipline and high standards necessary for the efficient and professional operation of the Commission.

Researches and prepares recommendations regarding grant opportunities from Federal and State government; assists local agencies in applying for and obtaining such grants.

Analyzes and evaluates regional planning work elements and area wide governmental policies.

Represents the Commission at public hearings and to outside groups and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.

Researches and prepares technical and administrative reports and studies; prepares written correspondence as necessary.

Builds and maintains positive working relationships with Commissioners, co-workers, other Commission employees and the public using principles of good customer service.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of urban and regional transportation planning, policy development and project implementation.

Principles and practices of public project management.

Federal and State transportation funding and project implementation.

Principles and practices of leadership, motivation, team building and conflict resolution.

Pertinent local, State and Federal laws, rules and regulations.

Organizational and management practices as applied to the analysis and evaluation of programs.

Principles and practices of organization, administration and personnel management.

Principles and practices of budget preparation and administration.

Proper English usage and grammar.

Modern office procedures and computer equipment.

Ability to:

Plan, direct and control the administration and operations of the Commission.

On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports and related documents; know and interpret laws, regulations, codes and

procedures; observe performance and evaluate staff; problem solve organization related issues; and explain and interpret policy.

On a continuous basis, sit at desk and in meetings for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Prepare and administer Commission and Authority budgets.

Develop and implement Commission policies and procedures.

Develop, implement and administer multiple programs and projects.

Supervise, train and evaluate assigned personnel.

Gain cooperation through discussion and persuasion.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Interpret and apply local, State, Federal and Commission policies, procedures, rules and regulations.

Prepare and present effective presentations and facilitate workshops.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Seven years of increasingly responsible experience in transportation or regional planning; including three years of administrative and management responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in business or public administration, urban or transportation planning, or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

EXHIBIT B

MADERA COUNTY TRANSPORTATION COMMISSION BENEFITS SUMMARY

VACATION:

Each regular full-time employee shall be entitled to vacation allowance. Each regular full-time employee will accrue 3.69 hours per pay period.

SICK LEAVE:

Each regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period.

HOLIDAYS:

The Commission observes eleven (11) paid holidays per year. In addition each employee will be allowed four (4) hours (1/2 day) of personal leave per calendar year.

INSURANCE:

Health/Medical/Dental – The health insurance premium covers employees and dependents and is paid by the Commission. Employees are offered a high deductible medical plan through Blue Shield with an accompanying HSA. Vision coverage is provided by VSP. Dental coverage is provided through The Guardian.

If an employee is covered through an alternative health insurance plan (i.e. a spouse's plan) and that employee voluntarily elects to waive coverage through MCTC, that employee may be eligible for a monthly incentive benefit.

The Commission also provides Group Life Insurance, Disability Insurance, and Workers' Compensation Insurance. Commission employees are required to be part of the Medicare system. Commission and the employee are required to contribute 1.45% of the employee's gross salary for Medicare.

SOCIAL SECURITY:

Commission employees are required to participate in the federal Social Security system. Both the Commission and the employee are required to contribute 6.20% of the employee's gross salary for this benefit.

RETIREMENT PLAN:

The Commission maintains two retirement plans for regular full-time employees. ICMA 401(a) Money Purchase Plan is required with a 15% employer contribution. Regular full-time employees may elect to participate in the ICMA 457 Deferred Compensation Plan.

Note: The provisions of this bulletin do not constitute an express or implied contract. Any provisions contained herein may be modified and/or revoked without notice.

EXHIBIT C

GOVERNMENT CODE SECTIONS 53243-53243.4 AND 53260(A)

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

53260. (a) All contracts of employment between an employee and a local agency employer shall include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

EXHIBIT D

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1.0 PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the MADERA COUNTY TRANSPORTATION COMMISSION ("COMMISSION,") and PATRICIA TAYLOR, an individual (hereinafter referred to as "EMPLOYEE").

2.0 RECITALS

2.1. EMPLOYEE was hired by COMMISSION as a Transportation Planner on November 23, 1993. On May 19, 1999, EMPLOYEE was hired as an at-will EXECUTIVE DIRECTOR serving at the pleasure of COMMISSION to provide services of the EXECUTIVE DIRECTOR. Thereafter EMPLOYEE served continuously as EXECUTIVE DIRECTOR under a series of written agreements, a true and correct copy of the latest of which is attached hereto as Exhibit "A" (hereinafter "CONTRACT") which commenced effective July 1, 2019.

EMPLOYEE is currently ___ years old.

2.2. COMMISSION and EMPLOYEE now desire that EMPLOYEE separate and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against the COMMISSION, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between COMMISSION and EMPLOYEE by means of EMPLOYEE's separation as of _____, 20____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with COMMISSION and any obligations related thereto, including any provided under aforementioned CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE'S postemployment rights, including but not limited to, EMPLOYEE'S rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3.0 CONSIDERATION

3.1 EMPLOYEE shall receive payment at the time of separation of all earned salary, accrued fringe benefits as detailed in the CONTRACT, and/or all other wage

compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or the CONTRACT or any other agreement with COMMISSION.

3.2. In exchange for the waivers and releases set forth herein, COMMISSION shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and __ cents (\$_____.00), as set forth in the CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT. In the alternative, the parties may mutually agree for an exchange of said check by hand at a time and place acceptable to both parties.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges COMMISSION and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as the "COMMISSION PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including EMPLOYEE's separation date of _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of the CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule,

or regulation. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

4.0 SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights she may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- 1) This waiver/release is written in a manner understood by EMPLOYEE;
- 2) EMPLOYEE is aware of, and/or has been advised of, EMPLOYEE'S rights under the ADEA and OWBPA, and of the legal significance of EMPLOYEE's waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- 3) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of EMPLOYEE's own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- 4) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- 5) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT;
- 6) EMPLOYEE has had an opportunity to discuss this waiver and release with, and to be advised with respect thereto by, EMPLOYEE's counsel of choice, and that EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT;
- 7) EMPLOYEE has **seven (7) days following execution** of this AGREEMENT to revoke the AGREEMENT;
- 8) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE COMMISSION pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

- 9) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5.0 UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"§ 1542 General release; extent" "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6.0 WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7.0 REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT.

This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against COMMISSION or the COMMISSION PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless COMMISSION or the COMMISSION PARTIES from and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that EMPLOYEE shall be exclusively liable for the payment of all taxes for which EMPLOYEE is responsible, if any, as a result of the receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the COMMISSION PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: The parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE agrees to provide COMMISSION with consultation services (including deposition or trial testimony) in any litigation involving the COMMISSION, its agents or employees, which is reasonably related to acts or occurrences transpiring during EMPLOYEE's employment. Said

services shall be provided as needed by the COMMISSION and at a rate of One Hundred Dollars (\$100.00) per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the COMMISSION Clerk, all COMMISSION keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of EMPLOYEE's employment with COMMISSION.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that EMPLOYEE has not filed any complaints or charges against COMMISSION or the COMMISSION PARTIES with any local, state or federal agency or court; that EMPLOYEE will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against COMMISSION or the COMMISSION PARTIES on behalf of EMPLOYEE, whenever or wherever filed, EMPLOYEE will request such agency or court to withdraw from the matter forthwith. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8.0 MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by COMMISSION of any liability of any kind. COMMISSION denies any liability in connection

with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE COMMISSION.

As to THE COMMISSION :

Madera County Transportation Commission
 1816 Howard Road, Suite 8
 MADERA, California 93637

IN WITNESS WHEREOF, THE COMMISSION has caused this AGREEMENT to be signed and executed on its behalf by its Chairperson and duly attested by its COMMISSION Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for COMMISSION and EMPLOYEE, if any, have approved as to form as of the dates written below.

<p>THE COMMISSION</p> <p>By: _____ _____ COMMISSION TITLE</p> <p>DATED: _____</p>	<p>EMPLOYEE</p> <p>By: _____ _____ PATRICIA TAYLOR</p> <p>DATED: _____</p>
<p>ATTEST:</p> <p>By: _____ _____ Clerk</p>	<p>[EMPLOYEE's LAW FIRM]</p> <p>By: _____ _____ [Counsel]</p>
<p>APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP</p> <p>By: _____ _____ Shannon L. Chaffin, General Counsel</p>	

ATTACHMENT: Employment Agreement Between Commission & Patricia Taylor

EMPLOYMENT AGREEMENT BETWEEN COMMISSION AND PATRICIA TAYLOR

[Faint, illegible text representing the main body of the employment agreement]