

**FOURTH AMENDMENT TO
MADERA COUNTY TRANSPORTATION COMMISSION
FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT OF EXECUTIVE
DIRECTOR, CONTRACT NO. 2019-04**

This Fourth Amendment to the Employment Agreement of the Executive Director (hereinafter “Fourth Amendment”) is entered in to effective July 1, 2025, 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”) and “Second Amendment of the Employment Agreement of Executive Director, Contract No.: 2019-02” (hereinafter “Second Amendment”) and “Third Amendment of the Employment Agreement of Executive Director, Contract No.: 2019-03” (hereinafter “Third Amendment”).

RECITALS

WHEREAS, effective July 1, 2019, Commission entered into the Agreement (Contract 2019) 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 (Contract 2019-01) which amended and updated the Agreement; and

WHEREAS, effective July 1, 2022, the Commission and Employee entered into the Second Amendment (Contract 2019-02); and

WHEREAS, effective July 1, 2023, the Commission and Employee entered into the Third Amendment (Contract 2019-03) which amended and updated the Agreement by Resolution 23-08; and

WHEREAS, the Third Amendment is currently scheduled to terminate as of June 30, 2025; and

WHEREAS, the Commission and Employee now desire to further amend the Agreement to extend the term of the Agreement and update the compensation and salary review clause accordingly by entering into this Fourth Amendment (Contract 2019-04).

AGREEMENT

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the COMMISSION and EMPLOYEE agree as follows:

Section 1. Sections 2.1 and 2.2 of the Agreement as amended are hereby amended to read in its entirety as follows (with ~~striketrough~~ text indicating deleted text and underline text indicating added text):

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. Additionally, effective July 1, 2025, EMPLOYEE shall receive an additional one-time increase of ten percent (10%) to EMPLOYEE's salary. 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. Commencing July 1, 2025, upon 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 less than five percent (5%) of Employee's then-current Salary.

Section 3. Paragraph 3.1 of the Agreement is amended as follows (with ~~striketrough~~ text indicating deleted text and underline text indicating added text):

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"). This AGREEMENT shall terminate on ~~June 30, 2025~~ December 31, 2028, unless otherwise amended.

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

IN WITNESS WHEREOF, the Commission has caused this Fourth 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 Fourth Amendment.

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