

RESOLUTION NO. 23-08

A RESOLUTION OF THE MADERA COUNTY TRANSPORTATION COMMISSION APPROVING THE THIRD 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. 2019-01 (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, 2020, 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, effective July 1, 2022, the Commission and Employee entered into the “Second Amendment to Employment Agreement of Executive Director Contract No.: 2019-01” (hereinafter “Second Amendment”) which amended and updated the Agreement; and

WHEREAS, the Commission now desires to further amend the Agreement to account for and provide for a cost of living adjustment (“COLA”) to the Executive Director’s compensation.

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

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

Section 2. All other terms and conditions of the Agreement shall remain the same, as may have been otherwise amended, throughout the term of the Agreement unless otherwise modified by further Board action.

The forgoing resolution was ADOPTED this ____ day of July, 2023 by the following vote:

Commissioner Ahmed, Chair, voted: _____

Commissioner Gonzalez, Vice-Chair voted: _____

Commissioner Gallegos voted: _____

Commissioner Poythress voted: _____

Commissioner Rodriguez voted: _____

Commissioner Rogers voted: _____

Chairman, Madera County Transportation Commission

Executive Director, Madera County Transportation Commission

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

This Third Amendment to the Employment Agreement of Executive Director, (hereinafter “Third Amendment”) is hereby entered into and made effective July 1, 2023, 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. 2019-01 (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 to Employment Agreement of Executive Director, Contract No.: 2019-01” (hereinafter “Second 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, 2020, the Commission and Employee entered into the First Amendment which amended and updated the Agreement; and

WHEREAS, effective July 1, 2022, the Commission and Employee entered into the Second Amendment which amended and updated the Agreement; and

WHEREAS, the Commission and Employee now desire to further amend the Agreement to account for and provide for a cost of living adjustment (“COLA”) to the Executive Director’s compensation.

AGREEMENT

1. Section 2.3 of the Agreement as amended is hereby amended to read in its entirety as follows:

2.0 Compensation and Reimbursement.

...

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. Additionally, commencing July 1, 2023, EMPLOYEE shall be entitled to a one-time one percent (1%) COLA in addition to the regular annual COLA of one percent (1%) per year (for a total COLA of two percent (2%)) of EMPLOYEE’S compensation in effect at that time.

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

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

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

