



---

Regional Transportation Planning Agency - Local Transportation Commission  
Monterey County Service Authority for Freeways and Expressways  
Monterey County Regional Development Impact Fee Joint Powers Agency  
Email: [info@tamcmonterey.org](mailto:info@tamcmonterey.org)

**Executive Committee**

*Members are: Chris Lopez, Chair; Dave Potter, 1st Vice Chair; Wendy Askew, 2nd Vice Chair; Michael LeBarre, Past Chair; Luis Alejo, County Representative; Chaps Poduri, City Representative*

**Wednesday, August 7, 2024**

**\*\*9:00 AM\*\***

**MEETING LOCATION**

Voting members must attend a physical meeting location to count towards quorum  
*55B Plaza Circle, Salinas, California 93901  
Transportation Agency Conference Room*

**Alternate Locations with Zoom Connection Open to the Public**

*2616 1st Avenue, Marina, California 93933  
Supervisor Askew's Office  
168 West Alisal Street, 2nd Floor, Salinas, California 93901  
Supervisor Alejo's Office  
599 El Camino Real, Greenfield, California 93927 and  
Supervisor Lopez's Office*

**Members of the public & non-voting members may join meeting online at:**  
<https://us02web.zoom.us/j/775161178?pwd=STY4UzZZblpOK0VLdEs3RGZUS3kyUT09>

**OR**

**Via teleconference at +1 669 900 6833**

**Meeting ID: 775 161 178**

**Password: 536047**

*Please note: If all committee members are present in person, public participation by Zoom is for convenience only and is not required by law. If the Zoom feed is lost for any reason, the meeting may be paused while a fix is attempted, but the meeting may continue at the discretion of the Chairperson.*

*Please see all the special meeting instructions at the end of this agenda*

Complete agenda packets are on display at the Transportation Agency for Monterey County office and at these public libraries: Carmel, Monterey, Salinas Steinbeck Branch, Seaside, Prunedale, and King City. Any person who has a question concerning an item on this agenda may call the Agency Secretary to make an inquiry concerning the nature of the item described on the agenda. Please recycle this agenda.

**1. QUORUM CHECK - CALL TO ORDER**

**Call to order and self-introductions. If you are unable to attend, please contact Elouise Rodriguez, Senior Administrative Assistant. Your courtesy to the other members to assure a quorum is appreciated.**

**2. PUBLIC COMMENTS**

Any member of the public may address the Board on any item not on the agenda but within the jurisdiction of the Board. All public comments are limited to two (2) minutes, unless specified otherwise by the committee chair. Comments in items on this agenda may be given when that agenda item is discussed. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged to submit comments in writing to Maria at [maria@tamcmonterey.org](mailto:maria@tamcmonterey.org) by 5:00 pm the Monday before the meeting, and such comments will be distributed to the Board before the meeting.

Alternative Agenda Format and Auxiliary Aids: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals requesting a disability-related modification or accommodation, including auxiliary aids or services, may contact Transportation Agency staff at 831-775-0903. Auxiliary aids or services include wheelchair accessible facilities, sign language interpreters, Spanish language interpreters, and printed materials in large print, Braille or on disk. These requests may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting and should be made at least 72 hours before the meeting. All reasonable efforts will be made to accommodate the request.

**3. CONSENT AGENDA**

Approve the staff recommendations for items listed below by majority vote with one motion. Any member may pull an item off the Consent Agenda to be moved to the end of the **CONSENT AGENDA** for discussion and action.

**3.1. APPROVE** Executive Committee draft minutes of June 5, 2024.

**- Elouise Rodriguez**

**4. Legislative Update:**

1. **RECEIVE** update on state and federal legislative issues; and
2. **RECOMMEND** the Board of Directors adopt positions on proposed legislation.

**- Christina Watson**

***Staff and consultants will present updates on state and federal legislative activities and present proposed positions on draft legislation.***

- 5. RECOMMEND** the board approve the agreement with Todd Muck to continue to perform services as Executive Director of the Transportation Agency for Monterey County effective September 25, 2024, and **RECOMMEND** Agency Chair sign the agreement.

- Jefferson Kise

*Executive Director Todd Muck's contract expires on September 24, 2024. According to the current agreement, his contract may be extended by mutual agreement for subsequent three-year terms.*

6. RECEIVE report on draft agenda for August 28, 2024, TAMC Board meeting.

- Todd Muck

7. ADJOURN

### ANNOUNCEMENTS

Next Executive Committee meeting:

**Wednesday, September 4, 2024, at 9:00 a.m.**

**Transportation Agency for Monterey County  
Conference Room**

**55-B Plaza Circle, Salinas CA 93901**

A quorum of voting members is required to be present to hold this meeting.

There will be a zoom link for hybrid participation by members of the public.

If you have any items for the next agenda, please submit them to:  
Elouise Rodriguez, Clerk of the Board & Senior Administrative Assistant

[Elouise@tamcmonterey.org](mailto:Elouise@tamcmonterey.org)

### Important Meeting Information

Agenda Packet and Documents: Any person who has a question concerning an item on this agenda may call or email the Agency office to make inquiry concerning the nature of the item described on the agenda. Complete agenda packets are on display online at the Transportation Agency for Monterey County website. Documents relating to an item on the open session that are distributed to the Committee less than 72 hours prior to the meeting shall be available for public review at the Agency website. Agency contact information is as follows:

Transportation Agency for Monterey County

[www.tamcmonterey.org](http://www.tamcmonterey.org)

55B Plaza Circle, Salinas, CA 93901

TEL: 831-775-0903

EMAIL: [info@tamcmonterey.org](mailto:info@tamcmonterey.org)

Agenda Items: The agenda will be prepared by Agency staff and will close at noon five (5) working days before the regular meeting. Any member of the Board may request in writing an item to appear on the agenda. The request shall be made by the agenda deadline and any support papers must be furnished by that time or be readily available.

**Memorandum**

**To:** Executive Committee  
**From:** Elouise Rodriguez, Senior Administrative Assistant & Clerk of the Board  
**Meeting Date:** August 7, 2024  
**Subject:** Executive Committee Draft Minutes

---

**RECOMMENDED ACTION:**

**APPROVE** Executive Committee draft minutes of June 5, 2024.

**SUMMARY:****FINANCIAL IMPACT:****DISCUSSION:****ATTACHMENTS:**

1. Exec draft minutes June 5\_2024

**WEB ATTACHMENTS:**

**DRAFT MINUTES**

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
SERVICE AUTHORITY FOR FREEWAYS EMERGENCIES AND MONTEREY COUNTY  
REGIONAL DEVELOPMENT IMPACT FEE JOINT POWERS AGENCY**

**EXECUTIVE COMMITTEE MEETING**

*Members: Chris Lopez (Chair), Dave Potter (1<sup>st</sup> Vice Chair),  
Wendy Root Askew (2<sup>nd</sup> Vice Chair), Michael LeBarre (Past Chair),  
Luis Alejo (County representative), Chaps Poduri (City representative)*

**Wednesday, June 5, 2024**

\*\*\* 9:00 a.m. \*\*\*

Transportation Agency Conference Room, 55-B Plaza Circle, Salinas CA

Alternate locations:

*2616 1st Avenue, Marina, CA 93933, Supervisor Askew's Office*

*168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901, Supervisor Alejo's Office*

*599 El Camino Real, Greenfield, CA 93927, Supervisor Lopez's Office*

<b>EXECUTIVE COMMITTEE</b>	<b>AUG 23</b>	<b>SEP 23</b>	<b>OCT 23</b>	<b>NOV 23</b>	<b>JAN 24</b>	<b>FEB 24</b>	<b>MAR 24</b>	<b>APR 24</b>	<b>MAY 24</b>	<b>JUN 24</b>
Chris Lopez, <b>Chair</b> Supr. Dist. 3 (P. Barba)	P(A) (VC)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P (VC)
Dave Potter, <b>1<sup>st</sup> Vice Chair</b> Carmel-By-The-Sea (J. Baron)	P	P	P	P	P	P	A	P	A	P
Wendy Root Askew, <b>2<sup>nd</sup> Vice Chair</b> Supr. Dist. 4 (Y. Anderson)	P(A) (VC)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P(A) (VC)	P(A) (VC)	P (VC)	P (VC)
Michael LeBarre, <b>Past Chair</b> King City (C. DeLeon)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P	P (VC)	P (VC)	P (VC)	P (VC)
Luis Alejo, <b>County Representative</b> Supr. Dist. 5 (L. Gonzales; J. Gomez)	P(A) (VC)	P (VC)	P	P(A) (VC)	P	P*	P(A) (VC)	P	P	P(A) (VC)
Chaps Poduri, <b>City Representative</b> (Joe Amelio)	P	P	P	P	P	P	P	P	P	P

*TC: via teleconference; VC: via video conference*

P = Present

A = Absent

P(A) = alternate present

E = Excused

P(VC) Video Conference

P\*= New Representative

## **1. CALL TO ORDER**

Chair Lopez called the meeting to order at 9:00 a.m. Roll call was taken, and a quorum was confirmed.

Staff present: Guther, Kise, Montiel, Muck, Park, Rodriguez, Sambrano, Watson, Zeller.

Others present: Paul Schlesinger and Jim Davenport, Thorn Run Partners; Gus Khouri, Khouri Consulting; Yuri Anderson, Supervisor 4 District office; Jasmine Mejia Cortez, Supervisor District 1 office; David Schonbrunn, TRAC; Michael Setty, TRAC; Carl Miller, Monterey Airport; Carl Sedoryk, MST; Bryan Rosen; Lorna Moffet

## **2. PUBLIC COMMENTS**

No public comment.

## **3. CONSENT AGENDA**

On a motion by Committee Member LeBarre, seconded by Committee Member Potter, the Committee voted 6-0 to approve the minutes from the Executive Committee meeting of May 1, 2024.

## **4. LEGISLATIVE UPDATE**

On a motion by Committee Member LeBarre, seconded by Committee Member Poduri, the Committee voted 6-0 to act on behalf of the Board of Directors to adopt an “oppose” position on Assembly Bill (AB) 6 (Friedman) due to its timeline for review by Senate committees prior to the Board meeting.

Jim Davenport and Paul Schlesinger, Agency Federal Legislative Consultants, reported that both Senators Butler and Padilla submitted fiscal year 2025 earmark requests for the King City multimodal station and the Highway 1 Elkhorn Slough Climate Resiliency projects. He noted that staff will continue to work with their staff to elevate TAMC’s projects.

Gus Khouri, Agency State Legislative Consultant, presented a state legislative update. He noted that Governor Newsom, Assembly Speaker Rivas, and Senate President pro tempore McGuire negotiated a solution to the Active Transportation Program by moving State Highway Funds to replace the General Funds allocated in the prior year’s budget. He highlighted the following bills of interest:

- AB 2535 (Bonta) Trade Corridor Enhancement Program would have reduced funding available for our projects’ applications; the bill was defeated in committee and is not moving ahead this year.

- AB 6 (Friedman): Transportation planning: regional transportation plans: reduction of greenhouse gas emissions, was recently amended to give the California Air Resources Board veto authority over Sustainable Communities Strategies, which are required for TAMC to be able to apply for Senate Bill 1 funding for transportation projects. Staff requested the Executive Committee act on behalf of the TAMC Board to oppose this bill, due to the quick turnaround of the bill going to key Senate committees in the next few weeks, prior to the Board meeting.

Public comment:

Bryan Rose, resident, commented that he supports bills that limit air pollution.

Carl Sedoryk, MST, noted that MST was also listed in Senator Butler and Padilla's list of transportation funding projects, \$1 million for a hydrogen fueling facility in King City.

Lorna Moffett, resident, spoke in opposition to the SURF Project.

## **5. FEDERAL LEGISLATIVE ASSISTANCE**

On a motion by Committee Member LeBarre, seconded by Committee Member Askew, the Committee voted 6-0 to recommend that the Board of Directors approve a one-year extension to the current contract with Thorn Run Partners for federal legislative assistance and directed staff to go out with a Request for Qualifications in the summer of 2025 for a new contract that would be good for five years.

Christina Watson, Director of Planning, reported that the TAMC Board approved a contract with Alcalde & Fay on May 26, 2021. Paul Schlesinger was a key reason why the Agency selected that firm. Mr. Schlesinger transferred to Thorn Run partners in November 2021, and the TAMC Board approved executing a contract with Thorn Run Partners on December 1, 2021.

In the past 2.5 years, Thorn Run has successfully advocated for TAMC to secure two federal community project funding requests: \$1 million for the US 101 Spence Road auxiliary lane (fiscal year 2023), and \$1,811,000 for the Pajaro-to-Prunedale G12 corridor project (fiscal year 2024). They are supporting TAMC's current requests for funding for the King City Multimodal Station and the Elkhorn Slough Highway 1 Climate Resiliency project (fiscal year 2025). They have supported our federal grant efforts. They have supported visits of Board members to Washington, DC and set up teleconference / videoconference meetings with our federal representatives and agency officials. They provide monthly reports to the Executive Committee and Board and weekly updates to staff.

## **6. INVESTMENT POLICY UPDATE**

On a motion by Committee Member Askew, seconded by Committee Member Potter, the Committee voted 6-0 to invite the County Treasurer to a TAMC Board meeting to present on the Agency Investment Policy.

Jeff Kise, Director of Finance & Administration, reported that the rise in interest rates over the last couple of years has caused some to question the relatively low yield being realized by the agency's investments. Mr. Kise reported that staff investigated the possibility of opening alternative investment accounts and met with the County Treasurer to discuss County investment guidelines and returns. Mr. Kise notes that the County Pool has a maximum investment horizon of five years, the result of which is that in a rising rate environment, the pool's average yield is depressed by the relatively low yield of longer-term investments purchased when rates were low; the flip side is that when rates start to go



down, the pool's yield does not drop as quickly since it is propped up by long-term instruments bought during the high-rate period.

## **7. APPRAISAL OF THE MONTEREY BRANCH LINE CORRIDOR**

On a motion by Committee Member Askew, seconded by Committee Member LeBarre, the Committee voted 5-1 to recommend that the Board of Directors ratify actions necessary for Agency staff to contract with an appraisal firm to determine the fair-market value of the Monterey Branch Line corridor. Committee Member Potter voted no.

Executive Director Todd Muck reported that the Agency purchased the Monterey Branch Line using \$9,228,475 of Proposition 116 rail bond funds in 2003. California Transportation Commission staff are recommending the Agency pay a credit to the State for the fair-market value of the property in 2024 dollars to rectify the missed ten-year deadline to begin service per the CTC resolution approving the funding allocation. To determine the fair-market value of the corridor, the Agency will need to retain the services of an appraisal firm, which is expected to be under \$50,000, funded by rail lease revenues. Failure to do so would jeopardize the \$78 million in secured funding for the SURF! Busway and Bus Rapid Transit project.

Committee member Askew supported the proposal to allow staff to do an appraisal to maximize the Agency's financial flexibility and to preserve the rail corridor.

Committee Member Potter expressed concern about losing funding for rail projects.

Public Comment:

Lorna Moffett, resident, spoke in opposition to the SURF Project.

Bryan Rosen, resident, spoke in opposition to the SURF Project.

Michael Setty, TRAC, commented on the Train Riders Association of California proposal.

David Schonbrunn, TRAC, commented on the Train Riders Association of California proposal.

## **8. TAMC BOARD DRAFT AGENDA**

Executive Director Todd Muck reviewed the draft regular and consent agenda for the TAMC Board meeting of June 26, 2024. After Executive Committee discussion, directions were provided to staff to place the following items for consideration on the regular agenda:

- Measure X Ordinance Amendment
- Monterey Bay Drone, Automation and Robotics Technology (MB DART) initiative
- Prop 116 and the Monterey Branch Line
- Transportation Agency Community Group Memberships

## **9. ADJOURNMENT**

Chair Lopez adjourned the meeting at 10:29 a.m.

## Memorandum

**To:** Executive Committee  
**From:** Christina Watson, Director of Planning  
**Meeting Date:** August 7, 2024  
**Subject:** **Legislative Update**

---

### RECOMMENDED ACTION:

#### Legislative Update:

1. **RECEIVE** update on state and federal legislative issues; and
2. **RECOMMEND** the Board of Directors adopt positions on proposed legislation.

### SUMMARY:

Staff and consultants will present updates on state and federal legislative activities and present proposed positions on draft legislation.

### FINANCIAL IMPACT:

The legislative proposals may have a financial impact on TAMC if they are enacted.

### DISCUSSION:

Agency state legislative analyst Gus Khouri will present an update on state legislative activities and Agency federal legislative analyst Paul Schlesinger will present an update on federal legislative activities.

**Attachment 1** is the draft state bill list, with cross-out and underline indicating changes since the last Board report. Priorities listed in the bill list refer to the adopted 2024 legislative program, online as a **web attachment**. Bills that have died have been removed from the list. There are no new position recommendations as of the writing of this report. **Attachment 2** is a state legislative update, focused on the final budget.

On July 25, 2024, the Senate Appropriations Committee marked up S. 4796, the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2025 (THUD Appropriations Act). Unfortunately, neither of TAMC's projects were included in the bill; California Senators Padilla and Butler received funding for only four transportation projects in the bill.

**Attachment 3** is a federal legislative update. Online as **web attachments** are the American Public Works Association summary of the transit and rail provisions of the bill and the American Association of State Highway and Transportation Officials summary of the highway provisions of the bill.

The next step is for the Senate and House of Representatives to each pass their respective bills and then the relevant Committees will hold a conference to merge the bills into one, before adopting the bill on the floor of each house and sending the final bill to the President to sign. The House is

currently in recess and will not hold votes until it returns the week of September 9, pausing any immediate action on the House THUD Appropriations bill. As the federal fiscal year ends on September 30, it is highly likely that they will pass another Continuing Resolution to give themselves more time to adopt the appropriations bill.

Staff and consultants will present a verbal update at the meeting.

**ATTACHMENTS:**

1. State bill list
2. State legislative update
3. Federal Legislative Update

**WEB ATTACHMENTS:**

- [TAMC 2024 Legislative Program](#)
- [July 26, 2024 American Public Transit Association legislative update, "Senate Committee on Appropriations Advances FY 2025 Transportation Appropriations Bill"](#)
- [July 26, 2024 American Association of State Highway and Transportation Officials legislative update, "Senate Appropriations Releases FY 2025 THUD Bill"](#)

**TAMC Bill Matrix – August 2024**

Measure	Status	Bill Summary	Recommended Position
<b>AB 7 (Friedman)</b> <b>Transportation: project selection processes</b>	9/11/23 Senate Floor Inactive	As amended on September 1, 2023, this bill would require the California State Transportation Agency (CalSTA), the Department of Transportation (Caltrans), and the California Transportation Commission (CTC) to incorporate principles outlined in the Climate Action Plan for Transportation Infrastructure (CAPTI), the federal Infrastructure Investment and Jobs Act of 2021 (IIJA), and the federal Justice40 initiative into their existing program funding guidelines and processes.	<b>Watch</b> <b>Priority 1S</b>
<b>AB 1904 (Ward)</b> <b>Transit buses: yield right-of-way sign</b>	5/30/24 Senate Floor	This bill would allow transit agencies statewide to equip buses with a yield right-of-way sign on the left rear of the bus designed to warn a person operating a motor vehicle approaching the rear of the bus that the bus is entering traffic and be illuminated by a red flashing light when the bus is signaling in preparation for entering a traffic lane after having stopped to receive or discharge passengers.	<b>Watch</b> <b>Priority 9S</b>
<b>AB 2302 (Addis)</b> <b>Open meetings: local agencies: teleconferences</b>	6/6/24 Senate Floor	This bill revises the Brown Act to allow local legislative bodies to meet virtually more frequently based on the number of meetings that they convene. While there are no changes to those entities that meet monthly, entities that meet twice per month can meet virtually five times annually, and those that meet three times or monthly can meet seven times virtually annually. This bill would not impact any TAMC meeting as none of them meet twice per month.	<b>Watch</b> <b>Priority 15S</b>
<b>AB 2259 (Boener)</b> <b>Transportation: bicycle safety handbook</b>	6/24/24 Senate Appropriations Suspense File	As amended on May 16, this bill would require the California State Transportation Agency (CalSTA) to develop and distribute, on or before September 1, 2025, a bicycle safety handbook that includes information on, among other things, existing laws regulating bicycles and e-bikes. The information is to be made available on websites for the California Highway Patrol, California State Library, and Department of Motor Vehicles.	<b>SUPPORT</b> <b>Priority 9S</b> <b>Letter sent 4/10/24</b>

TAMC Bill Matrix – August 2024

Measure	Status	Bill Summary	Recommended Position
<b>AB 2290 (Friedman)</b> <b>Class III bikeways:</b> <b>bicycle facilities:</b> <b>Bikeway Quick-Build</b> <b>Project Pilot Program</b>	6/24/24 Senate Appropriations Suspense File	As amended on June 13, this bill would prohibit the <u>CTC from adding a project that creates a Class III bikeway or adds a specific road marking used to inform road users that bicyclists might occupy the travel lane, unless the bikeway or road marking is on a highway with a design speed limit of 25 miles per hour or less or the project will implement improvements to reduce the design speed limit to 25 miles per hour or less allocation of Active Transportation Program funds for a project that creates a Class III bikeway unless the project is on a residential street with a design speed limit of 20 miles per hour or less or the project will reduce the design speed limit to 20 miles per hour or less.</u> A Class III bikeway is defined as a bikeway that provides a right-of-way on-street or off-street, designated by signs or permanent markings and shared with pedestrians and motorists. This bill would establish the Bikeway Quick-Build Project Pilot Program to expedite development and implementation of bikeways on the state highway system. <u>This bill is similar to SB 1216.</u>	<b>Watch</b> <b>Priority 2S</b>
<b>AB 2401 (Ting)</b> <b>Clean Cars 4 All</b> <b>Program</b>	6/26/24 Senate Appropriations	As amended on April 9, this bill would require the Clean Cars 4 All Program to ensure that incentives provided under the program are available in all areas of the state and that, in those areas where a local air district has not elected to manage the distribution of incentives, the ARB manages the distribution of incentives to eligible residents of those areas.	<b>SUPPORT</b> <b>Priority 4S</b> <b>Letter sent</b> <b>4/10/24</b>
<b>AB 2583 (Berman)</b> <b>School Zones and</b> <b>Routes</b>	7/5/24 Senate Appropriations	As amended on June 27, this bill would establish a default speed limit of 25 miles per hour in school zones during the hours when children are present, when a sign states specified hours. The bill would authorize a local authority to adopt a resolution to establish a default speed limit of 20 miles per hour. After January 1, 2028, 20 miles per hour would become the default speed limit in a school zone statewide.	<b>Watch</b> <b>Priority 9S</b>

**TAMC Bill Matrix – August 2024**

Measure	Status	Bill Summary	Recommended Position
<p><b>AB 2815 (Petrie-Norris)</b> <b>Clean Transportation Program: electric vehicle chargers</b></p>	<p>7/2/24 Senate Appropriations</p>	<p>As amended on July 2, this bill would require the State Energy Resources Conservation and Development Commission to provide funding through <u>a new or existing program under</u> the Clean Transportation Program for repair or replacement of nonoperational electric vehicle charging stations that are at least 5 years old, that were installed before January 1, 2024, and that are in a publicly available parking space. The bill would require the commission to allocate at least 50% of that funding to low-income communities and disadvantaged communities.</p>	<p><b>Watch</b> <b>Priority 4S</b></p>
<p><b>AB 3278 (Committee on Transportation)</b> <b>Transportation: omnibus bill</b></p>	<p>6/26/24 Assembly Appropriations</p>	<p>As amended on June 13, the bill was amended to clean up various codes, including properly referencing the Transportation Agency for Monterey County in instances where “of” is used instead of “for”.</p>	<p><b>SPONSOR</b> <b>Priority N/A</b></p>
<p><b>SB 768 (Caballero)</b> <b>CEQA: CalSTA: vehicle miles traveled: study</b></p>	<p>7/2/24 Assembly Appropriations Suspense File</p>	<p>As amended on May 29, 2024, this bill would require the California State Transportation Agency (CalSTA), in consultation with local agencies, including Regional Transportation Planning Agencies (RTPAs), to conduct a study on how vehicle miles traveled is used as a metric for measuring transportation impacts pursuant to the California Environmental Quality Act (CEQA).</p>	<p><b>SUPPORT</b> <b>Priority 2S</b> <b>Letter sent 5/23/24</b></p>

**TAMC Bill Matrix – August 2024**

Measure	Status	Bill Summary	Recommended Position
<b>SB 960 (Wiener)</b> <b>Transportation: planning: complete streets facilities: transit priority facilities projects</b>	7/3/24 Assembly Appropriations	<p>As amended July 3, this bill would require Caltrans to adopt a transit priority policy to guide the implementation of transit priority facilities on the state highway system. The bill would require inclusion of bicycle, pedestrian, and transit priority facilities in the Transportation Asset Management Plan (TAMP), the State Highway System Management Plan (SHSMP), and the plain language performance report of the State Highway Operation and Protection Program (SHOPP). This bill would also require any project in the SHOPP to include bicycle, pedestrian, and transit priority facilities. The bill would require Caltrans to designate an encroachment permit manager in each district, require that entrances and exits interacting with local roads are address, and specifies that the bill pertains to facilities that are accessible to bicyclists and pedestrians. Targeted outreach to disadvantaged communities is required and Caltrans must publish on its website the status of projects and document cases when a complete streets project is not feasible. MST requested TAMC take a support position on this transit priority bill.</p>	<b>SUPPORT</b> <b>Priority 1S</b> <b>Letter sent 7/10/24</b>
<b>SB 961 (Wiener)</b> <b>Vehicles: safety equipment</b>	7/3/24 Assembly Appropriations	<p>As amended June 21, this bill would require 50% of certain vehicles, commencing with the <del>2029</del> <u>2030</u> model year, to be equipped with a passive intelligent speed assistance system that would utilize visual and audio signals to alert the driver if the speed of the vehicle is more than 10 miles per hour over the speed limit. The bill <u>defines a “passive intelligent speed system”</u> and would exempt emergency vehicles from this requirement.</p>	<b>Watch</b> <b>Priority 9S</b>
<b>SB 1098 (Blakespear)</b> <b>Passenger and freight rail: LOSSAN Rail Corridor</b>	6/18/24 Assembly Appropriations	<p>As amended on May 16, this bill would require the Secretary of Transportation to provide guidance and recommendations to, and coordination between, stakeholders as necessary, to ensure the performance of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor. While TAMC is not part of the LOSSAN Rail Corridor today, the Coast Rail Coordinating Council has been in discussions with LOSSAN for many years about the potential for extending their service north from San Luis Obispo to close the gap on the coast rail line.</p>	<b>Watch</b> <b>Priority 16S</b>



TAMC Bill Matrix – August 2024

Measure	Status	Bill Summary	Recommended Position
<p><b><u>SB 1216 (Blakespear)</u></b>  <b><u>Transportation projects: Class III bikeways: prohibition</u></b></p>	<p><u>7/3/24</u>  <u>Assembly Appropriations</u></p>	<p><u>As amended on July 3, this bill prohibits an agency from installing a sharrow on a highway where bicycle travel is permitted that has a posted speed limit greater than 30 mph and prohibits CTC from adding a project that creates a Class III bikeway or a sharrow to the program of projects. This bill is similar to AB 2290.</u></p>	<p><b><u>Watch</u></b>  <b><u>Priority 2S</u></b></p>



June 26, 2024

TO: Board Members, Transportation Agency for Monterey County  
FROM: Gus Khouri, President  
Khoury Consulting LLC  
RE: **STATE LEGISLATIVE UPDATE –JUNE**

---

### **General Outlook**

The legislature is contemplating legislation in policy committees in the second house (Assembly bills in the Senate, Senate bills in the Assembly). These bills must progress to the Appropriations Committees by July 3. Summer Recess begins upon adjournment of session on July 3. The legislature reconvenes on August 5. The Appropriations committees must approve bills by August 16. Both houses will have Floor Session only between August 19-31. The 2024 Calendar states that August 31 will be the final day of the 2023-24 legislative session. Governor Newsom will have until September 30 to sign or veto legislation.

### **AB 3278 – Transportation Committee Omnibus Bill**

TAMC is seeking technical corrections to harmonize statutory references to the Transportation Agency for Monterey County. The language would replace inconsistent statutory references using the word “of” to use the word “for” throughout various code sections. These changes are included in AB 3278. **Status:** Senate Appropriations Committee.

### **State Budget Update**

On June 26, the legislature voted on a series of budget trailer bills to address the remaining \$27.6 billion State Budget deficit. The legislature had previously voted on AB 107, the main budget bill, on June 13 to satisfy the June 15 constitutional deadline for submitting a balanced

budget to the Governor. It is predominantly good news for programs of interest to TAMC. The following is a summary of actions of interest through AB 107, AB 173, SB 108, and SB 109:

**Active Transportation Program** – Governor Newsom proposed a \$600M General Fund reduction in the May Revise. AB 173 and SB 108 restore \$200M, leaving \$400M subject to future appropriation. The Cycle 6 schedule is FY 23-24 through FY 26-27. The California Transportation Commission intends to fully fund projects awarded funding in Cycle 6. Speaker Rivas and Senate pro-Temp McGuire had previously rejected the \$600M cut and not made any contingencies. This action protects \$44.5 million in funding for seven projects in the county that were awarded funding in Cycle 6, as follows:

<b>Recipient</b>	<b>Project</b>	<b>Award</b>
King City	San Antonio Drive	\$11,000,000
Monterey County	Castroville Community & School	\$6,400,000
Monterey County	Chualar Community & School	\$6,300,000
Monterey County	San Ardo Community & School	\$3,400,000
Salinas	Alisal Safe Routes to School	\$1,000,000
Salinas	Harden Parkway Path	\$8,000,000
TAMC	FORTAG California Avenue	\$8,400,000
<b>TOTAL</b>		<b>\$44,500,000</b>

Cycle 7 submissions, however, may be impacted. The CTC will host a workshop to discuss options. Applications for Cycle 7 were due on June 17 and covers programming capacity between FY 2025-26 and FY 2028-29. TAMC is applying for the FORTAG Laguna Grande segment in Seaside and assisting the Cities of Soledad and Salinas in their applications for Cycle 7.

**Intercity Passenger Rail Funding** – AB 107 increases the Public Transportation Account by \$210,682,000 over the next three years to support intercity passenger rail operations (\$66,055,000 in FY 24-25, \$72,119,000 in FY 25-26, and \$72,508,000 in FY 26-27). Current funding has been at \$130M for over a decade.

**Transit Capital and Intercity Rail Program (competitive)** – SB 109 rejects the \$148 million cut to the Transit and Intercity Rail Capital Competitive Program (Cycle 6 carryover for Southern California). The cut was averted due to a \$133.2 million backfill from the Greenhouse Gas Reduction Fund rather than the General Fund.

**Transit Capital and Intercity Rail Capital Program (formulaic)** – SB 109 provides a \$463 million appropriation from the Greenhouse Gas Reduction Fund, rather than the General Fund, to keep the \$5.1 billion program made available through SB 125. TAMC’s formulaic share of \$52.4 million remains intact.

**TO:** Christina Watson

**FROM:** Paul Schlesinger  
Jim Davenport

On July 25, the Senate Appropriations Committee marked up the Senate Transportation and Housing and Urban Development (THUD) Appropriations Bill. Unfortunately, while Senators Padilla and Butler sought \$1.5 million for TAMC’s King City Multimodal Transportation Center and \$2 million for the Elkhorn Slough Highway 1 Climate Resiliency project, funding for these projects was not included in the bill. Senators Padilla and Butler sought funding for many transportation projects in this bill, but secured funding for only four projects, including two projects under the Highway Infrastructure Programs account, one project under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) account, and one project under the Transit Infrastructure Grants account.

As it relates to grant programs, the bill provides \$550 million for the RAISE Grant program. When combined with the \$1.5 billion in the Infrastructure Investment and Jobs Act (IIJA), the RAISE Grant program will see \$2.05 billion in total funding in fiscal year 2025. The bill also provides \$17 billion for the Federal Transit Administration—including \$2.262 billion for Capital Investment Grants, a \$57 million increase over fiscal year 2024. When combined with the \$1.6 billion in IIJA advanced appropriations, a total of \$3.862 billion is available for Capital Investment Grants in fiscal year 2025. And while approximately \$75 million was earmarked for specific CRISI projects, roughly \$300 million was included for CRISI competitive grants.

The Senate is scheduled to go into recess at the end of the week, joining their House counterparts. Both chambers will be out until September 9. When they return, a continuing resolution will need to pass given that no appropriations bills have yet to be enacted.

**Memorandum**

**To:** Executive Committee  
**From:** Jefferson Kise, Director of Finance & Administration  
**Meeting Date:** August 7, 2024  
**Subject:** **Employment Agreement with Todd Muck**

---

**RECOMMENDED ACTION:**

**RECOMMEND** the board approve the agreement with Todd Muck to continue to perform services as Executive Director of the Transportation Agency for Monterey County effective September 25, 2024, and **RECOMMEND** Agency Chair sign the agreement.

**SUMMARY:**

Executive Director Todd Muck's contract expires on September 24, 2024. According to the current agreement, his contract may be extended by mutual agreement for subsequent three-year terms.

**FINANCIAL IMPACT:**

The annual salary for the performance of the Executive Director's services is currently \$226,884. The current salary along with a margin for a merit increase are included in the FY24-25 budget. The Executive Director's salary is eligible for the cost of living adjustments made for staff, so this potential increase is likewise covered in the upcoming budget years.

**DISCUSSION:**

Todd Muck became Executive Director of the Transportation Agency for Monterey County on September 25, 2021, under a three-year contract which expires on September 24, 2024. The proposed three-year contract extension will run through September 24, 2027 under nearly identical terms as the expiring contract.

The one proposed change is the removal of a requirement the Executive Director to notify the Executive Committee of any multi-day out-of-town business travel. Given the advancement and broader utilization of video conferencing, such travel no longer renders the Executive Director unreachable or unable to attend meetings.

Todd receives annual performance evaluations each fall, with the most recent performance evaluation summary dated October 30, 2023, reflecting an overall score of 4.5 out of 5 across 18 performance criteria.

**ATTACHMENTS:**

1. Muck Exec Dir contract-Sept 2024

**WEB ATTACHMENTS:**



**EMPLOYMENT AGREEMENT  
BETWEEN THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
AND TODD A. MUCK**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into in the State of California by and between the TRANSPORTATION AGENCY FOR MONTEREY COUNTY ("TAMC") and TODD A. MUCK ("Todd").

**RECITALS**

- A. TAMC has a need for an Executive Director.
- B. Todd is duly qualified and experienced, and is ready, able, and willing to perform the services of TAMC Executive Director.
- C. TAMC and Todd desire that the latter fill the position of Executive Director as described in **Exhibit "A,"** in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE,** in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree as follows:

**1. CONTRACTUAL SERVICES.**

**1.1 Scope of Services.** Todd agrees to serve as Executive Director as provided in "**Exhibit A,**" which is attached hereto and incorporated herein by reference as though set forth in full and by such reference made a part of this Agreement. Todd agrees to perform such services in conformity with the terms of this Agreement and to expend his best professional efforts in performance of his obligations under this Agreement. Todd shall at all times act in good faith to ensure TAMC will provide a high quality of work. Todd agrees to work constructively with the TAMC Board of Directors ("Board") in carrying out his duties, responsibilities, and obligations under this Agreement.

**1.2 Non-Interference with Administrative Service.** The TAMC Board and its members shall deal with administrative services solely through the Executive Director, and neither the TAMC Board nor any member thereof shall give orders to any subordinate of the Executive Director, either publicly or privately. The TAMC Board agrees none of its members will publicly censure or criticize TAMC staff and will instead relay any criticism of a TAMC staff member privately through the Executive Director. The TAMC Board will not interfere in any way in the Executive Director's authority over employees and how the organization does its work.

**1.3 Hours of Work.** Todd shall perform work during those hours and days which are

necessary to perform the full and complete range of services in a timely manner, as required by this Agreement. Todd shall diligently attend to the business of TAMC, including attendance at meetings and proper supervision of those individuals who report directly to Todd. Todd shall also attend periodic meetings of TAMC and other agencies or groups, as announced and/or necessary for the proper rendition of services.

**1.4 TAMC Bylaws, Rules and Regulations.** Todd shall provide the services in strict accordance with all applicable laws, ordinances, and TAMC rules and regulations.

**1.5 Reports.** Todd shall be responsible for making all requested or necessary reports, either by himself or by staff designated by Todd, to the TAMC Board, and/or to other groups and/or agencies, as is customary and proper, or as may be designated from time to time by the TAMC Board.

## **2. AT-WILL STATUS.**

Todd shall be employed as an at-will employee. As Executive Director, Todd is the top managerial employee of TAMC and occupies a sensitive managerial and confidential position. TAMC may have the need to terminate Todd's employment at any time in the exercise of its powers and duties under California law or for other reasons in the best interest of TAMC.

## **3. EXCLUSIVE SERVICES.**

**3.1 Exclusivity.** The professional services provided by Todd hereunder are intended to be exclusive in nature.

**3.2 Conflict of Interest.** Todd affirms that he presently has no interest and shall not acquire any interest which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement. Todd further agrees to submit full disclosure statements, if such be legally required, pursuant to the requirements of the California Fair Political Practices Commission or any other applicable federal, state or TAMC provision of law or regulation.

## **4. COMPENSATION.**

**4.1 Compensation.** As full and total compensation for the performance of those Services set forth herein, including those in "**Exhibit A,**" effective September 25, 2024, TAMC shall pay Todd a base salary of \$226,884 per year, in equal bi-weekly installments through the regular TAMC payroll procedure, subject to the terms listed below in Section 4.3 and Section 6.2.

**4.2 Business Expenses.** Todd's reasonable business expenses, when incurred within



the course and scope of the professional services rendered pursuant to this Agreement, shall be reimbursed in accordance with current applicable TAMC policies.

**4.3 Benefits.** Todd shall receive benefits normally provided to TAMC management staff, including adjustments to salary based on acceptable performance, Cost of Living Allowances (COLAs), PERS contributions, holidays, professional leave, health allowance, miscellaneous annual stipends, tuition reimbursement, vision/dental benefits, Section 125 plan, deferred compensation and PERS retirement.

Except as required by law, all benefits provided pursuant to this Agreement shall cease upon the expiration date of this Agreement or upon termination of Todd, whichever occurs first.

**4.4 Vehicle Allowance.** Todd shall receive \$395/month as a vehicle allowance. Todd is expected to use his personal vehicle for TAMC business according to adopted TAMC policies, except that he may utilize a TAMC vehicle for out-of county travel and on the days that he uses a vanpool or carpool to travel to and from work.

**4.5 Cell Phone Allowance.** Todd shall receive \$120/month as a cell phone/remote data allowance. In exchange, Todd is expected to use his personal cell/data phone, purchased at his expense, for TAMC business, rather than a separate cell/data phone provided by TAMC.

**4.6 Annual Leave.** Todd shall receive 35 days annual leave. All rules and regulations regarding leave wages applicable to TAMC employees shall be applicable to Todd. Annual leave may accrue up to the limit set for management employees in the TAMC Human Resources Rules and Regulations.

## **5. PROFESSIONAL MEMBERSHIPS, MEETINGS, SEMINARS.**

It is understood and agreed that TAMC and Todd mutually benefit from Todd's participation in certain professional activities relating to transportation planning and engineering. Therefore, Todd may maintain his active participation in the American Public Works Association, American Planning Association, Transportation Research Board, and such other professional organizations as may be properly budgeted by TAMC. As may be approved by the TAMC Board in the budget, Todd may enroll, attend, and participate in conferences, courses, and seminars that benefit TAMC or contribute to the professional development of Todd. Upon such authorization, Todd may incur reasonable costs and expenses in connection with the particular event or activity so authorized, which shall be advanced or reimbursed by TAMC.

## **6. TERM, EVALUATION AND TERMINATION.**

**6.1 Term.** Subject to the provisions contained in Paragraph 2 and other provisions of this Paragraph 6, the term of employment of Todd shall commence on September 25, 2024, and remain in full force and effect for three years, until September 24, 2027. During said period, Todd is to remain in paid status except as provided in Paragraphs 2 and 6.3. If TAMC terminates the employment of Todd under Paragraph 2 of this Agreement, Todd is entitled to severance benefits equal to six months of salary. If this Agreement is terminated as a matter of law by the death of Todd, the heirs of Todd are not entitled to any future compensation or benefits that Todd may have earned had the Agreement not terminated by his death.

**6.1.1 Government Code Section 53260.** It is understood and agreed that Todd's employment with TAMC is governed by California Government Code Section 53260 which states in part: "All contracts of employment between an employee and a local agency employer shall include a provision that 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, with the following exceptions: (1) 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."

**6.2 Evaluation.** The TAMC Board shall evaluate Todd by the December TAMC Board Meeting of each year. As part of the annual evaluation process, Todd shall prepare goals and accomplishments for review by the TAMC Board. At the end of the three-year term, this contract may be extended by mutual agreement for subsequent three-year terms. The TAMC Board reserves the right to conduct additional evaluations.

**6.3 Termination With Cause.** TAMC may terminate Todd for cause. For purposes of this paragraph, cause includes, but is not limited to, the following:

- a) Immoral or unprofessional conduct;

- b) Dishonesty;
- c) Unsatisfactory performance;
- d) Persistent violation of or refusal to obey federal or the laws of the State of California or the directions of the TAMC Board of Directors;
- e) Conviction of a felony or of any crime involving moral turpitude;
- f) Alcoholism or other drug abuse which makes Todd unfit to perform the duties of his position;
- g) Conviction of any offense involving a violation of his official duties;
- h) Continued incapacity to perform duties in the course of his employment under this Agreement.

TAMC shall give sixty (60) days written notice of the specific complaints or charges to Todd as provided in Government Code section 54957 of his right to have the complaints or charges heard in an open session rather than a closed session of a meeting of the Board. After written notice to Todd, if he does not request to have the complaints or charges heard in open session, he shall be provided the opportunity to meet with the Board in closed session regarding the specific complaints or charges stated in writing. If after a hearing as provided above, the Board decides to terminate Todd, this contract shall be terminated immediately without rights to any appeal, severance pay, or benefits.

**6.4 Resignation.** Todd is to provide 30 written days' notice of resignation from TAMC. Resignation shall result in Todd's forfeit of any severance pay or benefits except as provided by COBRA and PERS.

## **7. RIGHTS OF TAMC UPON TERMINATION.**

Upon the expiration or termination of the Agreement for any reason, Todd shall immediately vacate and surrender to TAMC all materials located upon such premises belonging to TAMC or all materials belonging to TAMC that are offsite on the effective date of termination.

## **8. ILLEGALITY.**

Notwithstanding anything to the contrary herein contained, in the event performance by either party hereto of any term, covenant, condition or provision of this Agreement should be deemed illegal, or if for any other reason said performance should be in violation of any statute or ordinance, the parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the parties are unable to reach agreement on such changes within thirty (30) days after initiating negotiations, TAMC may, at its option, terminate this Agreement upon thirty (30) days' prior written notice to the other party.

## **9. NOTICES.**

Notices under this Agreement shall be sent to the parties by personal delivery, by electronic facsimile, or by certified registered mail, return receipt requested, postage prepaid in the United States Postal Service at the following addresses:

TAMC  
55 B Plaza Circle  
Salinas, CA 93901

TODD A. MUCK  
P.O. Box 151  
Carmel, CA 93921

Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. Either party hereto may change its respective address by written notice in accordance with this Agreement. Todd shall give prompt notice of any change of address.

**10. WAIVER.**

No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties to this Agreement, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid; the parties further agree that the provisions of this section may not be waived except as herein set forth.

**11. AMENDMENT.**

This Agreement may be amended or modified only by an instrument in writing, signed by the parties to this Agreement.

**12. ASSIGNMENT.**

Todd shall have neither the right nor the power to assign this Agreement nor to delegate any of the rights or obligations inuring to or imposed upon his herein except as otherwise provided herein above or unless expressly consented to in advance in writing by TAMC; and any attempted or purported assignment or delegation other than in accordance with this Section shall be null and void and of no effect.

**13. MATERIALS AND INVENTIONS.**

**Royalties and Inventions.** TAMC shall have a royalty-free, exclusive and irrevocable

license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. Todd shall not publish any such material without the prior written approval of TAMC.

#### **14. GENERAL PROVISIONS.**

**14.1 Governing Law.** This Agreement shall be construed and enforced, in all respects, according to the laws of the State of California applicable to agreements made and to be performed wholly within this State, and the parties hereby agree that the courts within the County of Monterey shall be the proper venue for any dispute arising under this Agreement.

**14.2 Partial Invalidity.** Except as otherwise provided herein, if any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**14.3 Cumulation of Remedies.** The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law and/or regulation, and shall be construed as cumulative; and no one of them is exclusive of any of the others, or of any right or priority allowed by law or regulation.

**14.4 Counterparts.** This Agreement, and any modification thereof, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**14.5 Integration.** The making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement, including the recitals and exhibits hereto, embodies the entire understanding between the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, unless expressly referred to by reference herein. Without limiting the foregoing, this Agreement shall supersede all prior agreements between the parties as of the effective date hereof.

**14.6 Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

**14.7 Time of Essence.** The parties agree that time is of the essence throughout the term of this Agreement and any extension or renewal thereof, and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts and shall not create a precedent for future such extension thereof.

**14.8 Construction of Agreement.** The parties agree that each party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit herein or therein. To that end, it is understood and agreed by the parties hereto that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

**14.9 Authority.** Any individual executing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity.

**14.10 Further Assurances.** Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

**14.11 No Third Party Rights.** The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto.

**14.12 Statutes and Regulations.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

**14.13 Incorporation of Exhibits and Recitals.** All exhibits and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in this Agreement by this reference as though at this point set forth in full.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year written below.

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
**TODD A. MUCK**

**DATED:** \_\_\_\_\_

**TAMC**

By \_\_\_\_\_  
**CHRIS LOPEZ**  
**TAMC Chair**

Approved as to form:

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
**TAMC Counsel**

**ATTACHMENT:** "Exhibit A"

## **EXHIBIT "A"**

### **Job Description for TAMC Executive Director**

The Executive Director has primary responsibility for advising TAMC Board on transportation policies, strategies, and programs; implementing and administering Board policy, mission, and goals; overseeing transportation planning and programs, policy analysis, and fiscal management in support of TAMC's strategies and programs; coordinating with Caltrans on appropriate transportation projects; creating and maintaining partnerships for achieving Board transportation and air quality goals; preparing a variety of narrative and statistical reports for distribution to the Board, member agencies, and the funding agencies; administering trust fund activities including preparing short and long term revenue forecasts, preparing budgets, developing and administering systems for fiscal control, authorizing payments, and assisting in fund audits. In addition, he/she represents TAMC at the federal, state, regional and local levels on issues pertaining to transportation programming and planning; oversees, reviews, and makes recommendations on funding applications for various programs; ensures compliance with appropriate laws, rules, and regulations; reviews TAMC performance; hires, trains, directs, dismisses, and evaluates subordinate staff; retains and oversees the work of outside consultants; and maintains and updates long-range staffing plans, resource needs, and contingencies to support TAMC projects.