

**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, The Transbay Joint Powers Authority (TJPA) entered an employment agreement with Mark Zabaneh on November 10, 2016 (Employment Agreement) to serve as the TJPA's Executive Director, which provides for a certain term of employment and related compensation; and

WHEREAS, The TJPA Board of Directors wishes to extend the term of the Employment Agreement and modify the related compensation thereunder; now, therefore, be it

RESOLVED, That the TJPA Board of Directors does hereby authorize the Board Chair to execute an amendment to the Employment Agreement with Mark Zabaneh, in the form enclosed, and take such other actions as are reasonable and necessary to implement the amended agreement.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of May 10, 2018.

\_\_\_\_\_  
Secretary, Transbay Joint Powers Authority

## **EMPLOYMENT AGREEMENT AMENDMENT**

THIS EMPLOYMENT AGREEMENT AMENDMENT (Amendment) is made by and between TRANSBAY JOINT POWERS AUTHORITY (TJPA or Employer), a California Joint Powers Authority, and Mark Zabaneh (the Employee).

WHEREAS, Employer entered an employment agreement with Employee on November 10, 2016 (Employment Agreement) to serve as the TJPA's Executive Director, which provides for a certain term of employment and related compensation, as described in Section 1(b) and Section 3 to the Employment Agreement; and

WHEREAS, At its May 10, 2018 meeting, the TJPA Board of Directors amended the Employment Agreement to extend the term and revise the related compensation; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree to modify certain provisions of the Employment Agreement as follows:

### **Section 1(b) Term of Appointment is replaced in its entirety as follows:**

Employee's appointment shall be for a term commencing on November 10, 2016 and terminating on June 30, 2021, unless it is earlier terminated as provided in Section 2 below.

### **Section 3 Severance is replaced in its entirety as follows:**

In the event the Board terminates Employee for convenience, Employee shall receive all earned but unpaid compensation under this Agreement plus three (3) months salary at the then-current rate as described in Exhibit A, Section 1, to be paid in the same manner and at the same time as other employees are paid; provided, however, that the Board may, in its sole discretion, determine to pay such amount in a lump sum. Employee shall not be entitled to any severance payment under this provision unless Employee submits to the TJPA Board, in a form acceptable to TJPA's counsel, a waiver of rights releasing the TJPA and all agents, employees, and officers thereof, from any and all actions, causes of action, damages, claims and demands, in law or in equity, that may arise out of Employee's employment or termination.

Unless modified by the above, all other provisions of the Employment Agreement remain in full force and effect, including but not limited to, the at-will nature of the employment relationship.

**ACKNOWLEDGMENT AND AGREEMENT TO THE TERMS SET FORTH ABOVE**

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

by: \_\_\_\_\_  
Mohammed Nuru  
Chair, TJPA Board of Directors

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

by: \_\_\_\_\_  
Mark Zabaneh  
Executive Director

**Right to Consult Counsel.** The Employee has had the right to seek counsel and the Employee has been advised to consult independent counsel concerning this Amendment to the Employment Agreement, and the effects of the Amendment.

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

by: \_\_\_\_\_  
Mark Zabaneh  
Executive Director