

**STAFF REPORT FOR CALENDAR ITEM NO.: 9  
FOR THE MEETING OF: December 9, 2021**

**TRANSBAY JOINT POWERS AUTHORITY**

**BRIEF DESCRIPTION:**

Appoint Adam Van de Water to the position of Executive Director of the Transbay Joint Powers Authority (TJPA) effective January 4, 2022, authorize the Chair of the Board of Directors to execute an employment agreement with Mr. Van de Water, and approve amendments to the TJPA Pay Schedule for all employees.

**EXPLANATION:**

Background

Under the direction and supervision of the TJPA Board, the TJPA Executive Director supervises, directs, and administers the business of TJPA. Among other things, subject to the TJPA Bylaws, resolutions, regulations, policies and procedures, and in accordance with applicable law, the Executive Director:

1. Organizes and supervises TJPA administrative, professional and technical staff in a manner which, in the Executive Director's best judgment, best serves TJPA;
2. Hires, terminates, assigns, selects, and reassigns personnel;
3. Selects, supervises, and manages contractors and contracts of TJPA, subject to applicable TJPA rules and policies;
4. Develops and recommends, and upon TJPA Board approval, implements the policies, goals, and objectives of TJPA;
5. Develops and implements the capital, maintenance, and operational programs and projects of TJPA; and
6. Administers the budget of TJPA, as approved by the TJPA Board, with the Chief Financial Officer.

Under the Joint Powers Agreement and Bylaws of TJPA, the Executive Director is a Board-appointed officer of the agency.

In August 2020, the prior Executive Director Mark Zabaneh retired from TJPA. That same month, the Board appointed Chief of Staff Nila Gonzales to the position of Interim Executive Director. Ms. Gonzales has been leading TJPA as its interim director for the last more than 15 months. Ms. Gonzales elected not to pursue the permanent Executive Director position; she intends to resume her role as Chief of Staff when the new Executive Director is appointed.

Recruitment Process

In October 2020, then-Board Chair Sesay established an ad hoc Executive Director search committee. The original members of the committee were then-Chair Sesay, Vice Chair Gee, and then-Director Hursh. The current members of the committee are Chair Gee, Vice Chair Mandelman, and Director Shaw.

In April 2021, after a competitive procurement process, the Board authorized TJPA to enter into an agreement with Cooperative Personnel Services dba CPS HR Consulting (CPS) to facilitate the recruitment of a new Executive Director. Pam Derby is the project lead. The project began with a kickoff meeting between CPS, the Board ad hoc committee, and staff and legal counsel to understand the major characteristics being sought in the ideal candidate. CPS reviewed background materials and requested interviews with numerous stakeholders, including the TJPA Board, TJPA senior staff, transit operators, funding partners, the Citizens Advisory Committee, the East Cut Community Benefit District, labor representatives, transit advocate organizations, and business interest groups, to further develop a candidate profile.

CPS developed a search strategy, which utilized a position recruitment brochure detailing TJPA's needs, expectations for the position, and the desired attributes of candidates. The brochure was posted on the TJPA website and distributed through TJPA and CPS social media channels (LinkedIn, Facebook, Twitter) and individual professional networks. In addition to direct outreach, CPS posted ads to transportation, engineering, and local government job boards and sites. The recruitment period was open from May 24, 2021 through October 4, 2021.

Following extensive outreach, a total of 62 individuals submitted their resumes and letters of interest for the position. CPS screened each resume to determine if the candidate's qualifications met the criteria as established in the recruitment brochure. CPS conducted screening interviews with candidates whose qualifications most closely matched those TJPA desired in its ideal candidate.

Based on initial screening, the top individuals were invited to participate in the formal interview process. The first interview utilized a panel comprised of the Board ad hoc committee and Interim Executive Director Gonzales; the committee interviewed eight candidates. Based on the Board committee's evaluation, finalist candidates were recommended to be interviewed by the full Board; the full Board interviewed five candidates.

Once the Board identified a final candidate, CPS conducted reference check interviews and completed the appropriate background checks; the results were favorable.

#### Recommended Candidate for Appointment

At the completion of the interview process, the Board unanimously agreed to offer the Executive Director position to Adam Van de Water. Mr. Van de Water has been serving as the Director of Innovation and Economic Development for the City of Livermore since 2019. Prior to that he served in roles with the City and County of San Francisco (City) for 18 years including as a Senior Project Manager in the Mayor's Office of Economic and Workforce Development. In that role Mr. Van de Water was charged with coordination of the land uses surrounding the Downtown Rail Extension (DTX); led the entitlement efforts for the Golden State Warriors Event Center and Mixed Use Development Project; led the entitlement efforts for expansion of the Moscone Convention Center; and delivered the 34th America's Cup as Assistant Director. He served as the Assistant Director in the City Administrator's Office Capital Planning Program. Prior to that he was a Legislative Analyst in the Board of Supervisors' Office of the Legislative Analyst.

Mr. Van de Water would assume the position of TJPA's Executive Director with a working knowledge of the Transbay Program and, in particular, an understanding of what will be needed to continue moving the DTX forward on an accelerated schedule. He understands the political landscape and has well-established relationships in the region. Mr. Van de Water brings a well-rounded skill set that would be a good fit for the Executive Director role. His mix of strong technical skills, extensive finance and capital program management, political acumen, can-do management style, and enthusiasm for the vision of the Transbay Program set him apart as the best fit for the position of Executive Director of TJPA. Mr. Van de Water's resume is attached (Attachment 1).

#### Recommended Terms of Employment

Based on direction from the Board and review by legal counsel, the Interim Executive Director negotiated the attached employment agreement with Mr. Van de Water (Attachment 2).

The proposed annual salary is \$328,640 (which translates to \$158 per hour based on a 2080 hours salary schedule). CPS conducted a salary survey in July 2021. The survey is attached (Attachment 3). It demonstrates that the proposed salary is within the range of salaries and total wages of executives of other transit and similar organizations in the Bay Area. The proposed salary is about 6.7% greater than the 2020 salary of the prior Executive Director, which is generally consistent with changes in the Consumer Price Index since that time, and about 5% greater than the salary of the next most highly-compensated employee of the agency. As described in more detail below, the proposed salary would require an amendment to the most recent Board-approved salary schedule. Nonetheless, the proposed salary is consistent with the Board-approved annual budget for Fiscal Year 2021-2022.

Mr. Van de Water would be entitled to standard benefits offered to all full-time exempt employees, including retirement benefits through CalPERS; contribution to the deferred compensation plan; retiree health (OPEB); contribution to health premiums for the employee and family; dental, vision, and life insurance coverage; pre-tax savings accounts contribution; employee assistance program (EAP) coverage; allowance toward public transit actual expenses; and cell phone allowance. These benefits equate to approximately 35% of employee salary. These benefits are consistent with the benefits offered to the prior Executive Director and within the range of what is typically offered to executive leadership of comparable public agencies, according to the CPS salary survey.

Employment would be effective January 4, 2022 for a term of five years (through January 2027). Mr. Van de Water would be eligible for a three month severance payment if the Board exercises its discretion to terminate the employment early for no cause. State law limits the severance a local public agency may offer its executive to no more than 18 months. Based on staff review of similarly-situated public agencies, the negotiated severance is in line with, and in many cases substantially more favorable to TJPA than, the other surveyed public agencies.

#### Amendments to TJPA Pay Schedule

In December 2011, consistent with TJPA's transition to becoming the employer of record for the agency's employees, the TJPA Board approved a contract with the California Public Employees' Retirement System (CalPERS) for the continued participation of TJPA employees in CalPERS.

State law (2 California Code of Regulations (CCR) Section 570.5) requires that all employers reporting compensation to CalPERS have a publicly available pay schedule that meets the requirements set forth in the regulation. In July 2013, the TJPA Board adopted a Pay Schedule for the agency meeting the requirements set forth in the regulation. The TJPA Board has approved updates to the Pay Schedule in September 2015, June 2017, June 2019, and June 2020.

Typically the TJPA Board reviews proposed updates to the Pay Schedule as part of its consideration of the annual budget. On occasion, however, interim updates to the Pay Schedule are warranted to reflect new employment classes/titles for the agency and increases in the salary range for an existing class/title based on updated salary surveys or changes in the consumer price index that exceed the amounts projected during the annual budget setting process.

It is recommended that the TJPA Board approve updates to the existing Pay Schedule effective December 1, 2021 to (1) reflect the proposed salary of the proposed new Executive Director in the Executive class/title (increasing the high end of the hourly pay range from \$150 to \$158), and (2) reflect the impact of the actual consumer price index of 5.2% in the Manager I class/title (increasing the high end of the hourly pay range from \$87 to \$88). The proposed updated Pay Schedule is attached (Attachment 4).

**RECOMMENDATION:**

It is recommended that the TJPA Board appoint Adam Van de Water to the position of Executive Director of TJPA effective January 4, 2022, authorize the Chair of the Board of Directors to execute an employment agreement with Mr. Van de Water, and approve amendments to the TJPA Pay Schedule for all employees.

**ENCLOSURES:**

1. Adam Van de Water Resume
2. Employment Agreement
3. Salary Survey
4. TJPA Pay Schedule (effective December 1, 2021)
5. Resolution approving amendments to TJPA Pay Schedule
6. Resolution appointing Mr. Van de Water and authorizing execution of employment contract

# Adam M. Van de Water

## EXPERIENCE

### City of Livermore

Livermore, CA  
2019-present

#### *Director of Innovation and Economic Development*

- Advise the City Manager and City Council on all innovation and economic development matters as part of the City's 10-member Executive Team.
- Run the life sciences and advance manufacturing business incubator Daybreak Labs with support from Lawrence Livermore and Sandia National Labs, and the Cities of Pleasanton, Dublin, and Danville.
- Working to annex nearly 100 acres of land for added industrial capacity, adopt a 1/2c sales tax measure, and complete the 4,100-housing-unit Isabel Neighborhood Specific Plan and adjacent ValleyLink station.
- Completed the first citywide Economic Development Strategic Plan in 23 years.
- Took over staffing and policy direction for the Commission for the Arts, including an update to the City's 13-year-old Cultural Arts Vision and a shift toward public art that better supports economic development such as the 2020 and 2021 Mural Festivals.
- Redesigned public outdoor space and created and distributed \$2 million in General Fund CoVID-19-related small business recovery grants, unlocking \$3.6 million in direct economic impact.
- Established the Wine Heritage District, the first Business Improvement District for the oldest wine region in California.

### Mayor's Office of Economic and Workforce Development

San Francisco, CA  
2011 – 2019

#### *Project Manager 2011-2013, Senior Project Manager 2013-present*

- Led the housing, transportation, workforce development, open space, and schedule coordination for the 27-acre Mission Rock mixed-use project at Seawall Lot 337 with the San Francisco Giants and the Port of San Francisco: a public-private partnership to convert the current AT&T Park surface parking lot into nearly 3 million gross square feet of residential, commercial, and retail space.
- Led the entitlement efforts for the over \$1 billion Golden State Warriors Event Center and Mixed Use Development Project on Mission Bay South Blocks 29-32. A high priority for the City and the first NBA arena entirely privately financed on private land, completed the FSEIR in 11 months, coordinated all City off-site transportation and public safety service planning, fiscal feasibility, budgeting, public approvals, media relations, community engagement, litigation support, and coordination with UCSF-Mission Bay, the Mission Bay life sciences community, and the San Francisco Giants.
- Led the entitlement efforts for an over \$500 million and 300,000gsf expansion of the Moscone Convention Center at Third and Howard Streets funded largely by a fee on hotel room nights.
- Delivered the 34<sup>th</sup> America's Cup as Assistant Director: the first visible from shore, the first in San Francisco, and the first in the United States since 1995. Ensured compliance with the Host City Agreement, executed venue leases and permit approvals, completed environmental review and all required operational planning, and coordinated with the National Park Service, Coast Guard, Army Corps, Presidio Trust, BCDC, and construction of the James R. Herman Cruise Ship Terminal.
- Provided strategic support as needed on citywide economic development and planning efforts including the 2024 Summer Olympic bid, Super Bowl 50, the Lucas Museum of Narrative Art, Transferrable Development Rights, Sea Level Rise, ConnectSF, the Mission Bay Ferry Landing, impact fee deferral legislation, Southern Bayfront strategy, the Caltrain and High Speed Rail Alignment and Benefits Study, Uber headquarters, and the SFMTA Moscone Garage.

**City Administrator's Office – Capital Planning Program**  
*Principal Analyst 2006-2007, Assistant Director 2007-2011*

**San Francisco, CA**  
**2006 – 2011**

- Designed, wrote, and updated San Francisco's citywide ten-year \$25 billion Capital Plan, \$170 million annual budget and \$1.74 billion in successful General Obligation bond measures at the ballot for Clean and Safe Neighborhood Parks (\$185M, Feb 2008), San Francisco General Hospital (\$887M, Nov 2008), Earthquake Safety and Emergency Response (\$420M, June 2010) and Road Repaving and Street Safety (\$248M, Nov 2011).
- Created and managed the long-term debt schedule, including public opinion polling, public outreach, bond ordinance reporting, and programming future bonds to mitigate the impacts on the tax rate.
- Staffed the Capital Planning Committee consisting of the President of the Board, the Controller, the Planning Director, the Mayor's Budget Director, and the heads of the major capital departments.
- Supervised team including hiring, setting workplans and conducting performance reviews.
- Chaired the Eastern Neighborhood Infrastructure Finance Working Group, the Street Resurfacing Financing Working Group, and a subcommittee of the Construction Contract Implementation Working Group; created and managed the contract for a web-based project management database of all active City capital projects; administered the annual CIP incentive payment program in the Local 21 and MEA MOUs; and wrote policy white papers to address infrastructure funding gaps.

**Board of Supervisors – Office of the Legislative Analyst**  
*Legislative Analyst*

**San Francisco, CA**  
**2001 - 2006**

- Researched and wrote objective policy briefs for all eleven members of the Board of Supervisors including alternatives analysis, cost recovery analysis, budget analysis, nationwide best practices research, legal considerations, demographics, and program evaluation.
  - Topics included: expanded residential parking enforcement, discount prescription drugs, business improvement districts, biennial budgeting, school nurses, Census 2000 demographics, women's professional sports, litter receptacles, natural areas, criminal justice, foster care, skateboarding facilities, medical marijuana, cellular antennae siting, graffiti, civil service reform, CityStat, Ellis Act evictions, public utility franchise fees, outdoor smoking, City CarShare, citywide audit histories, dislocated workers, clean technology, and inclusionary housing.
- Provided monthly testimony at the Board; worked closely with members and their staff, external stakeholders, members of the public, and offices of the Controller, Budget Analyst, and City Attorney; staffed the Government Audits and Oversight Committee.

**Governor Romer's Office of Energy Conservation**  
*Program Coordinator*

**Denver, CO**  
**1998 –1999**

- Co-designed \$1 million capstone project to Governor Romer's Smart Growth and Development Initiative.
- Wrote and presented two papers at the American Society for Civil Engineers Annual Conference and designed 34-page final program report for broad distribution and transition to new administration.

**Governor Romer's Regional Air Quality Council**  
*Project Assistant*

**Denver, CO**  
**1996 - 1998**

- Refined regional transportation, land use, and emission reduction strategies; organized 83 focus groups; and analyzed emerging trends and summarized comments for Governor-appointed Council.

## EDUCATION

**Goldman School of Public Policy, UC Berkeley**

**Berkeley, CA**

**Masters of Public Policy (M.P.P.)**

**2001**

- Economics, Statistics, Law & Policy, Public and Non-Profit Budgeting, Political Organizations, California Politics, Corporate Social Responsibility, and Financial Management.
- Graduate Student Instructor – Classical Theories of Political Economy, Mass Communications.

**Bowdoin College**

**Brunswick, ME**

**B.A., Economics and B.A., Environmental Studies. *Dean's List.***

**1995**

- *International Honors Program: Nature, Society and Sustainability* – academic junior year abroad in England, Austria, Hungary, India, Thailand, New Zealand, Mexico and Belize.

## AWARDS & INTERESTS

- 2021 Visit Tri-Valley Partner of the Year
- 2019 Proclamation from San Francisco Mayor London Breed
- 2019 Certificate of Recognition, California Assemblymember David Chiu
- 2015-2020 City of Oakland Budget Advisory Commissioner
- 2013 Urban Land Institute Certificate of Achievement
- 2011 Certificate of Recognition, California Assemblymember Fiona Ma
- 2010-2013 Goldman School of Public Policy Alumni Association Board Member
- 2010 SPUR Municipal Fiscal Advisory Committee (MFAC) team award
- 2010-present Category 3 competitive cyclist

## REFERENCES

LinkedIn – <https://www.linkedin.com/in/adam-van-de-water-9457463>

Additional available upon request



## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (Agreement) made this 9<sup>th</sup> day of December 2021, by and between TRANSBAY JOINT POWERS AUTHORITY (TJPA or Employer), a California Joint Powers Authority, and Adam Van de Water (the Employee).

### RECITALS

TJPA is a public Joint Powers Authority organized under the laws of the State of California.

TJPA wishes to enter into an at-will employment relationship with the Employee subject to certain terms and conditions hereinafter set forth and the Employee has indicated agreement to such employment.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants as hereinafter set forth, the parties hereto agree as follows:

#### **Section 1. Employment; Term.**

(a) Employment. TJPA hereby employs the Employee and the Employee hereby accepts employment with TJPA on the terms and conditions set forth in this Agreement. It is agreed and understood that Employee's employment is at-will.

(b) Term of Appointment. Employee's appointment shall be for a five (5) year term commencing on January 4, 2022 and terminating on January 4, 2027, unless it is earlier terminated as provided in Section 2 below.

#### **Section 2. Termination of Agreement.**

(a) Termination for Convenience. The Board may terminate this Agreement at any time at its convenience, without cause and without stating any reasons therefore. If the Board terminates this Agreement for convenience, Employee shall be entitled to severance as provided in Section 3.

(b) Termination for Cause. The Board may terminate this Agreement for Cause. Employee's compensation and benefits shall terminate immediately upon termination for Cause. A determination that Cause for termination exists shall be made within the discretion of the Board and without any requirement of a hearing or right to an appeal of any kind. Cause shall be defined as:

(1) any material violation by Employee of this Agreement or of any TJPA policy, practice or procedure, including, but not limited to policies prohibiting

workplace violence or threats, discrimination, harassment, or retaliation in the workplace; or

(2) the commission by Employee of any act of misconduct or dishonesty or intentional or negligent disclosure of confidential information; or

(3) the commission by Employee of any act or omission that the Board concludes has a substantial adverse effect on the reputation of TJPA or on Employee's ability to provide effective leadership for TJPA, including but not limited to any act that reflects dishonesty in representations made by Employee in connection with his selection and appointment as Executive Director.

**Section 3. Severance.** In the event the Board terminates Employee for convenience, Employee shall receive all earned but unpaid compensation under this Agreement plus three (3) month's 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. If there is a termination with less than 3 months left on the 5-year term, the severance is limited to that less than 3-month period. 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 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. Notwithstanding the foregoing, if the Agreement is terminated, any cash settlement related to the termination that Employee may receive from TJPA shall be fully reimbursed to TJPA if Employee is convicted of a crime involving an abuse of his office or position.

**Section 4. At-Will Employment.** Employee understands and acknowledges that he is engaged under this Agreement in an at-will capacity. Employee has those rights under any personnel rules which TJPA may adopt which are applicable to "at-will" employees, including rules regarding those statutory rights which are applicable to all employees. Employee may terminate this Agreement and his relationship with TJPA at any time, with or without cause, upon thirty (30) calendar day's written notice or any shorter period agreed to by the Board. Except as expressly indicated in this section, Employee's "at-will" relationship with TJPA cannot be altered by practice, or by oral or written statement. Nothing in this Agreement shall be construed as requiring cause for termination or conferring property rights on Employee. The only way in which Employee's "at-will" relationship with TJPA may be altered is by written instrument signed by Employee and the Board, which instrument specifically refers to this Agreement and this section.

**Section 5. Compensation and Performance Review.** For all services rendered by the Employee pursuant to this Agreement, TJPA shall pay the Employee salary and benefits as set forth in Exhibit A. The Employee's performance and compensation generally are reviewed at least annually by the Board, but failure to review shall have no positive or negative connotation upon Employee's performance. TJPA does not participate in the Social Security system.

**Section 6. Duties.** The Employee is engaged to perform services and specific duties as assigned by the Board. Employee's assigned duties are shown on Exhibit B hereto. Assigned duties may be changed by the Board from time to time to meet the needs of TJPA. The Board will endeavor to provide Employee with a minimum of five working days notice of any change in assigned duties.

**Section 7. Compliance with Laws.** The Employee shall follow all laws pertaining to employment as well as comply with all federal, state, city, and TJPA laws, statutes, ordinances, rules, regulations, policies, and the orders and decrees of any courts, administrative bodies, or tribunals affecting the performance of this Agreement.

**Section 8. Exclusive Service.** The Employee shall devote his time and attention during work hours to rendering services on behalf of TJPA. Employment or paid work outside this Agreement must be pre-approved by the Board.

**Section 9. Resolution Process.** Employer and Employee agree to a pre-dispute resolution process. Prior to engaging in any legal or equitable litigation or other dispute resolution process regarding any of the terms and conditions of this Agreement, or concerning the subject matter of this Agreement, Employer and Employee specifically agree to engage, in good faith, in a mediation process at the expense of Employer, complying with the procedures provided for under California Evidence Code sections 1115 through and including 1129, as then currently in effect. Employer and Employee agree to use their best efforts to reach a mutually agreeable resolution of the matter. Employer and Employee understand and agree that should any party to this Agreement refuse to participate in mediation for any reason, the other party will be entitled to seek a court order to enforce this provision in any court of appropriate jurisdiction requiring the dissenting party to attend, participate, and make a good faith effort in the mediation process to reach a mutually agreeable resolution of the matter.

**Section 10. Non-Assignable.** This Agreement shall not be assignable.

**Section 11. Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by email, or (d) by a commercial courier that guarantees delivery and provides a receipt, and shall be addressed as follows:

TJPA: Board Chair  
c/o Nila Gonzales, Chief of Staff  
Transbay Joint Powers Authority  
425 Mission Street, Suite 250  
San Francisco, CA 94105  
Email: [ngonzales@tjpa.org](mailto:ngonzales@tjpa.org) with a copy to the email address of the Board Chair as then used

Employee Name: Adam Van de Water  
Transbay Joint Powers Authority

425 Mission Street, Suite 250  
San Francisco, CA 94105  
Email: avandewater@tjpa.org

Either party may modify the address at which it shall receive notice under this Agreement by three (3) days' prior written notice to the other party.

**Section 12. Construction.** This Agreement shall be governed by the laws of the State of California, and enforced only in a state or federal court in San Francisco, California. The waiver by any party hereto of any right, however arising, under the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent exercise of such right by any party. This instrument contains the entire agreement of the parties concerning employment and supersedes any previous written, oral or implied contracts. This Agreement may not be changed except by written agreement duly executed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, heirs, and personal representatives.

**Section 13. Conflict of Interest.** Employee covenants that he has no interest in, nor shall acquire any interest directly or indirectly, which will conflict in any manner or degree with the subject matter of this Agreement or performance of services hereunder. Employee shall file an annual disclosure of economic interest (Form 700) and shall also file disclosure of economic interest on leaving employment.

**Section 14. Severability.** Each provision of this Agreement shall be considered severable, and if for any reason any provision is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this Agreement. Moreover, the parties agree to replace the invalid provisions with a substitute provision that will satisfy the intent of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

DATED: \_\_\_\_\_ 2021

TRANSBAY JOINT POWERS  
AUTHORITY

By: \_\_\_\_\_  
Jeff Gee, Board Chair

DATED: \_\_\_\_\_ 2021

By: \_\_\_\_\_  
Adam Van de Water, Employee

**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 Agreement, and the effects of the Agreement.

DATED: \_\_\_\_\_ 2021

By: \_\_\_\_\_  
Adam Van de Water, Employee

## **EXHIBIT A**

### **Salary and Benefits**

#### **1. Salary**

##### **1.1 Compensation**

Commencing January 4, 2022 (the effective date of employment), Employee, acting as the Executive Director for the Transbay Joint Powers Authority, shall be paid an hourly rate of \$158.00 payable in twice monthly increments (1<sup>st</sup> to the 15<sup>th</sup> of each month, and 16<sup>th</sup> to the end of the month). Such compensation may change if Employee's duties are changed or to reflect compensation adjustments as deemed appropriate by the Board.

##### **1.2 Cost of Living Adjustment**

The employee's salary will be adjusted annually (only upwards if warranted by the index), effective December 1 by the San Francisco Bay Area Consumer Price Index, for Urban Wage Earners and Clerical Workers. The index change will be used for the 12 months ending October 31.

##### **1.3 Full-time Status**

Employee is full-time and works 40 hours per week (or 2080 hours per year).

#### **2. Overtime**

Employee is exempt from overtime compensation.

#### **3. Holidays**

##### **3.1 Actual Holidays**

Employee shall receive 10 eight-hour paid holidays per calendar year.

1	January 1	New Year's Day
2	Third Monday in January	Martin Luther King, Jr. Day
3	Third Monday in February	President's Day
4	Last Monday in May	Memorial Day
5	July 4	Independence Day
6	First Monday in September	Labor Day
7	November 11	Veterans Day
8	Fourth Thursday in November	Thanksgiving Day
9	Fourth Friday in November	Day after Thanksgiving
10	December 25	Christmas Day

**3.2 Holidays Falling on a Weekend Day**

If any of the listed holidays falls on a Saturday, the Friday preceding shall be celebrated as a holiday; if the holiday falls on a Sunday, the following Monday shall be celebrated as the holiday.

**4. Administrative Leave**

**4.1 Hours and First Year Allocation**

Employee shall receive 80 hours of paid Administrative Leave per calendar year.

**4.2 Unused Administrative Leave**

Unused Administrative Leave time is not paid out at the end of the year or upon separation from employment.

**4.3 Requesting Leave**

Paid Administrative leave shall be arranged at least 2 weeks in advance of the leave desired.

**5. Vacation**

**5.1 Entitlement**

Employee shall be entitled to accrue annual vacation leave as designated in the below accrual schedule with a maximum accrual of 25 days per year. Vacation can be used with notice to the Board Chair.

<u>Length of Service</u>	<u>Vacation Accrual Rate</u>
1 <sup>st</sup> year to 4 years	12 days (96 working hours/3.694 hours bi-weekly)
After 4 years to 11 years	16 days (128 working hours/4.924 hours bi-weekly)
After 11 years	17 days (136 working hours/5.231 hours bi-weekly)
After 12 years	18 days (144 working hours/5.54 hours bi-weekly)
After 13 years	19 days (152 working hours/5.847 hours bi-weekly)
After 14 years to 16 years	21 days (168 working hours/6.462 hours bi-weekly)
After 16 years	22 days (176 working hours/6.77 hours bi-weekly)
After 17 years	23 days (184 working hours/7.077 hours bi-weekly)
After 18 years	24 days (192 working hours/7.385 hours bi-weekly)
After 19 years	25 days (200 working hours/7.70 hours bi-weekly)

**5.2 Accrual**

Employee shall not be allowed to have an accumulation of more than 2 years vacation accrual by December 15<sup>th</sup> of each calendar year. Vacation accrued in excess of the maximum allowed will be paid out each year by monetary payment at the employee's current rate of pay during the month of December.

**6. Other Leaves**

**6.1 Sick Leave Accrual**

Employee shall accrue sick leave credit at the rate of .0462 hours per regular standard hour in paid status, excluding overtime, for a maximum of 96 hours per year. Employee will not be compensated for unused sick leave upon separation from employment.

**6.2 Family Sick Leave**

Employee is entitled to use sick leave for the care of the employee's ill or injured immediate family member (mother, father, spouse, child, domestic partner as defined in California law) for up to half of the employee's annual sick leave accrual. Such leave for this purpose will be deducted from the employee's sick leave balance.

**6.3 Bereavement Leave**

In case of death within the immediate family, Employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service for a maximum of 3 (preferably consecutive) workdays.

**6.4 Family Definition for Bereavement Leave**

For the purpose of this Bereavement Leave Section, immediate family is defined as husband, wife, domestic partner as defined by the State of California, father, mother, grandfather, grandmother, sister, brother, son, daughter and such other persons whose relationship to employee is essentially similar to the aforesaid relationships. Such bereavement leave shall not be charged against any leave balances or as leave without pay. If additional leave is needed any accrued available leave or leave without pay for a reasonable period of time may be used. Extended leave taken to care for an ill family member may be subject to various local, state and/or federal rules.

**6.5 Family Care Leave and Pregnancy Disability Leave**

Family Care Leave and Pregnancy Disability Leave are granted in accordance with the Federal and State law as adopted in Employer's Family Care Leave Policy and Pregnancy Disability Leave Policy.

**6.6 Jury Duty**

Employee may be absent from duty with full pay per jury assignment if summoned to jury duty. Employee must remit within 15 days, all fees received, except those specifically allowed for mileage and expenses.

**7. Health and Welfare Plans**

**7.1 Medical Plan**

Pursuant to the TJPA's Medical Plan, employer shall contribute up to \$625 per month for employee only, up to \$1250 per month for employee plus 1 dependent, and up to \$1535 per month for employee plus 2 or more dependents for calendar year 2022. Employees who can provide proof of existing medical coverage as indicated in 7.2 below will receive a benefit in lieu of the employer's contribution for medical insurance. Medical plans are based on the terms and conditions of the contract with the medical plan provider.

**7.2 Alternate Medical Benefit Program**

Employees who can provide proof of existing medical coverage from another source will receive a benefit in lieu of the Employer's contribution for medical insurance. Proof of coverage can be a letter from the provider, a copy of an insurance card, or any other such document as approved by the Chief of Staff. The amount of the benefit is set at the applicable employee single rate of \$625.00 per month, effective January 1, 2022.

**7.3 Dental Plan**

Employer shall contribute the premium cost for employees to participate in the dental plan to provide for dental care for qualified employees and their eligible dependents. Employees have a one-time opportunity at employment to decide to participate in the dental plan. The Dental plan is based on the terms and conditions of the contract with the plan provider.

**7.4 Vision Care Plan**

Employer shall provide a Vision Care Plan for employees and shall pay the monthly premium amount for qualified employees and their eligible dependents. Employees have a one-time opportunity at employment to decide to participate in the vision plan. The vision plan is based on the terms and conditions of the contract with the plan provider.

**7.5 Short- and Long-term Disability**

Employee shall be provided short- and long-term disability insurances at no cost to the employee, and plan components are based on the terms and conditions of the contract with the provider.

**7.6 Life Insurance**

Employee shall receive employer-paid life insurance premiums in the amount of one times regular salary to the nearest thousand to a maximum of \$250,000.00. The plan is based on the terms and conditions of the contract with the plan provider.

**8. Retirement**

**8.1 Public Employees Retirement System**

The TJPA is a member of the California Public Employees' Retirement System (CalPERS). The TJPA has adopted the voluntary salary reduction option offered by Section 414(h)(2) of the Internal Revenue Service Code and the Public Employees' Retirement System.

**8.2 Retirement Formula**

**CalPERS "Classic" Members:** 2% @ 55 formula with single highest year formula; TJPA pays employee contribution pursuant to Government Code Section 20691. **CalPERS "New" Members:** 2% @ 62 formula with three highest years average formula; employee pays employee contribution. The TJPA's PERS contract provides the option of allowing service credit for accrued sick leave for employees who retire with a PERS retirement benefit.

**8.3 PERS Eligibility**

All full-time employees, as well as employees who work more than 20 hours per week on average or more than 960 hours in a fiscal year shall be enrolled in PERS.

**8.4 Deferred Compensation Plan**

TJPA has a 457 plan for employees to participate.

**8.5 Social Security Participation**

Employer does not participate in social security.

**8.6 Matching Contributions**

The Employer will contribute to a 401(a) plan a match of the employee's contribution to a 457 deferred contribution plan up to an additional 2

percent of the employee's base annual salary. The match will be a one-for-one match, i.e. the employer will match each dollar of the employee's contribution up to two percent for each payperiod in which the employee contributes.

**8.7 Retiree Medical Insurance Reimbursement**

For employees who have met CalPERS retirement requirements and so retire from TJPA employment, TJPA will pay the minimum PEMHCA (Public Employees' Medical and Hospital Care Act) monthly retiree health contribution if the retiree is active in a health plan at the time of retirement.

**9. Legally Required Benefits**

The Employer follows all legally mandated requirements, including providing Medicare, workers' compensation, and following California Domestic Partnership laws, and any other such laws as is required.

**10. Rules, Regulations, and Policies**

Employment is subject to the rules set forth in the TJPA's personnel policies and rules which can be found in the Employee Handbook.

**11. Transit Allowance**

Employee may receive a transit allowance. Employees driving vehicles while on duty must follow the TJPA's policy on equipment and vehicle use. Employee shall receive a monthly transportation allowance equivalent to the cost of a monthly AC Transit Transbay pass. Monthly Pass amounts are adjusted periodically.

**12. Cell Phone Allowance**

Employee shall receive a monthly allowance to cover all costs associated with the use and maintenance of the employee's cell phone of \$50.00 per month. All work use of electronic devices must follow the TJPA's policy on information and electronic systems and policy on agency equipment and vehicle use.

## **EXHIBIT B** **Assigned Duties**

Employee shall perform the duties of the Transbay Joint Powers Authority (TJPA) Executive Director, including supervise, direct, and administer the business of TJPA. Among other things, Employee shall: hire, terminate, assign, reassign, organize, manage, and supervise TJPA administrative, professional, and technical staff; select, supervise, and manage contractors and contracts; develop, recommend, and implement agency policies, goals, and objectives; develop and implement capital, maintenance, and operational programs and projects of TJPA; and, administer the agency's capital and operating budgets. Employee shall perform all duties in a professional, efficient, and effective manner. Employee shall perform all duties pursuant to the direction and supervision of the TJPA Board of Directors (Board), and in accordance with the TJPA Joint Powers Agreement, the TJPA By-laws, and Board policies and resolutions, as they presently exist or may be adopted or amended during the Executive Director's tenure.

Employee shall devote Employee's full time and best efforts to the business of TJPA and the duties of the Executive Director position. Employee may not engage in outside activities that interfere with Employee's ability to perform the duties of Executive Director. In particular, while serving as Executive Director, Employee will not accept outside employment, or accept appointment as a member of any board or commission, without prior approval from the TJPA Board.

CPS (July 2021) - Comparable Agency Salary Information								
Agency	Title	Salary Range	Current Salary	Total Wages	Pension Plan	Total Retirement & Health Contribution	Health Ins paid by Agency	Other (e.g., Vehicle Allowance, cell phone, additional 457 contribution)
Alameda-Contra Costa Transit District	General Manager		\$292,346	\$360,536	2.6%@54	\$105,298	\$39,359	
Alameda County Transportation Commission	Executive Director	\$253,371 – \$329,383	\$307,451 (actual salary according to site \$295,400)	\$328,447	CalPers: 2.5 @ 55	\$80,348	\$31,022	
Bay Area Air Quality Management District	Executive Officer/Air Pollution Control Officer	\$308,115 – \$308,115	\$308,115	\$390,647	CalPERS: 2% @ 55	\$114,242	\$23,936	additional 55 hours of vacation leave for a total of 135 vacation leave hours
Contra Costa Transportation Authority	Executive Director	\$309,537 – \$387,369	\$380,316	\$394,793	CalPERS: 2% @ 55	\$92,382	\$20,304	
East Bay Municipal Utility District	General Manager		\$345,538	\$385,780	CalPERS: 2.6% @ 62	\$67,119	\$8,851	
Napa Valley Transportation Authority	Executive Director	\$208,697 – \$208,697	\$206,495	\$211,895	CalPERS: 2% @ 60	\$50,979	\$27,158	NVTA provides 80 hours of leave for management level per fiscal year (60 hours convertible to cash). / \$300/month bilingual pay to qualified employees
SamTrans Caltrain San Mateo County Transit District	General Manager / Chief Executive Officer			\$298,168 (SamTrans) \$85,000 (Caltrain) \$25,000 (SMCTA) \$408,168 TOTAL	2% @ 55	\$54,542	\$2,060	Bonus \$50,000
San Francisco County Transportation Authority	Executive Director	\$195,420 – \$263,820 (\$217,893 - \$304,712 according to info on website)	\$263,820	\$265,004	CalPERS: 2% @ 55	\$66,825	\$24,000	\$15,000 for the use of professional development
San Francisco Municipal Transportation Agency	General Manager		\$345,776	\$345,776	2.3% @ 65	92337	19035	
San Mateo City-County Association of Governments	Executive Director	\$166,404 – \$353,592	\$205,560	\$242,497	CalPERS: 2.7% @ 55 A choice of three County Retirement System plans and health benefits for retirees.	\$78,628	\$13,648	
Santa Clara Valley Transportation Authority	General Manager	\$336,190 – \$336,190	\$332,516	\$344,775	Classic Members' retirement benefit formula is 2%@55, New Members' 2%@62. Classic Members hired after 1/9/12 pay 7% of salary toward the required employee contribution.	\$111,876	\$2,214	Executive Management employees are covered by a \$100,000 life insurance coverage at no cost to the employee. / Executive Management employees are covered by a \$100,000 A D & D policy at no cost to the employee. / Executive Management employees who become disabled and are unable to perform their duties for more than 45 continuous days receive their regular salary, less deductions for a period not to exceed 12 months, followed by a Long Term Disability insurance plan, fully paid by VTA. The Plan covers 66.6% of salary up to a maximum monthly benefit of \$6,800.
Solano Transportation Authority	Executive Director	\$219,120 – \$266,328	\$225,256	\$243,957	CalPERS: 2.7% @ 55	\$72,470	\$25,849	
Sonoma County Transportation Authority	Executive Director	\$188,113 – \$207,648	\$185,385	\$213,128		\$56,929	\$8,822	
Transportation Authority of Marin	Executive Director	\$216,368 – \$222,859	\$200,771	\$200,771	CalPERS: 2% @ 55	\$59,793	\$26,184	

**Transbay Joint Powers Authority**  
**Pay Schedule**  
Effective December 1, 2021

<b>Class   <i>Titles</i></b>	<b>Hourly Pay Range (Low)</b>	<b>Hourly Pay Range (High)</b>
<b>Executive</b>	109.00	158.00
<b>Manager III</b>	101.00	128.00
<b>Manager II</b>	78.00	107.00
<b>Manager I</b>	65.00	88.00
<b>Associate IV</b>	59.00	81.00
<b>Associate III</b>	49.00	65.00
<b>Associate II</b>	43.00	56.00
<b>Associate I</b>	36.00	51.00
<b>Administrative</b>	29.00	38.00

**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

**Resolution No. \_\_\_\_\_**

WHEREAS, The Transbay Joint Powers Authority (TJPA) is a joint powers agency responsible for the financing, design, development, construction, and operation of the Transbay Transit Center Program; and

WHEREAS, Pursuant to the Joint Powers Agreement creating the TJPA, dated April 4, 2001, the TJPA has the authority to employ agents and employees, and make and enter into contracts; and

WHEREAS, In December 2011, the TJPA Board approved a contract with the California Public Employees' Retirement System (CalPERS) for the continued participation of TJPA employees in CalPERS; and

WHEREAS, Title 2 California Code of Regulations (CCR) Section 570.5 requires that all employers reporting compensation to CalPERS have a publicly available pay schedule that meets the requirements set forth in the regulation; and

WHEREAS, In July 2013, the TJPA Board adopted a pay schedule meeting the requirements set forth in the regulation; the TJPA Board approved updates to the pay schedule in September 2015, June 2017, June 2019, and June 2020; and

WHEREAS, Changes in salary ranges due to the appointment of a new Executive Director and cost-of-living adjustments need to be reflected on the pay schedule; and

WHEREAS, The TJPA has developed the attached pay schedule through research of other agencies' salary schedules and consideration of current employees' compensation levels as well as actual consumer price index increases; now, therefore, be it

RESOLVED, That the TJPA Board adopts the pay schedule attached hereto; and, be it

FURTHER RESOLVED, That this pay schedule is effective as of December 1, 2021; and, be it

FURTHER RESOLVED, That this pay schedule shall remain in effect until such time as the TJPA Board adopts a schedule that amends or replaces the attached.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of December 9, 2021.

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

**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

**Resolution No. \_\_\_\_\_**

RESOLVED, That the TJPA Board of Directors does hereby appoint Adam Van de Water to the position of Executive Director of TJPA effective January 4, 2022; and, be it

FURTHER RESOLVED, That the TJPA Board of Directors authorizes the Chair of the Board of Directors to execute an employment agreement with Mr. Van de Water in the form presented.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of December 9, 2021.

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