

## SOUND TRANSIT CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into by and between the Central Puget Sound Regional Transit Authority (“Sound Transit”) and Peter Rogoff (“CEO”)(collectively, the “Parties”), and made effective December 1, 2018.

1. **Position/Duties.** CEO shall report to, and take direction from, the Board. CEO shall perform the duties customarily performed by the CEO of a large regional public transit authority and shall be responsible for all aspects of Sound Transit’s internal and external operations, direction and performance (financial and otherwise). More specific duties and responsibilities include, without limitation, acting as Sound Transit’s chief spokesperson and ambassador to internal and external stakeholders, including without limitation employees, local communities, regulatory agencies, and business partners; making annual budget proposals and otherwise facilitating the processes of setting and managing Sound Transit budgets; communicating with the Board in a consistently timely, candid and accurate manner and otherwise keeping the Board fully and timely apprised of all material information related to Sound Transit and/or CEO’s responsibilities under this Agreement; implementing Board-approved business, operational and other resolutions, policies, strategies and directives; overseeing management of Sound Transit personnel; supporting, promoting and furthering Sound Transit’s commitment to diversity, inclusion and equal employment opportunity, including without limitation its related policies, programs and initiatives; and promoting and maintaining a work environment that emphasizes collegiality, collaboration and mutual respect to the fullest extent possible. The above-described duties and responsibilities are illustrative, not restrictive. CEO’s precise duties may be changed, extended or curtailed, from time to time at the discretion of the Board Chair and/or Executive Committee, and CEO shall assume and perform the further responsibilities and duties to which he is reasonably assigned. CEO must devote CEO’s entire working time, effort and skill to Sound Transit’s business and affairs; faithfully and diligently serve Sound Transit’s interests; and refrain from engaging in any business or employment activity that is not on Sound Transit’s behalf (whether or not pursued for gain or profit) and/or not for a charitable or community service purpose, except for (a) activities approved in writing in advance by the Board Chair and/or Executive Committee, which approval shall not be unreasonably withheld, and (b) passive investments that do not involve CEO rendering advice or service to the businesses in which the investments are made.

2. **Term.** Subject to earlier termination under Section 6, the initial Term of this Agreement shall be a period of thirty-seven (37) months, commencing on December 1, 2018 and ending on December 31, 2021. Thereafter, the Term may renew for successive one-year Terms, measured from January 1 through December 31, upon agreement of the Parties and approval of the Board, no less than ninety (90) calendar days prior to the last day of the then-current Term. There shall be no more than three such renewals. In the event Sound Transit exercises its right of non-renewal, CEO shall be eligible for severance pay and benefits per Section 7 below. In or about June of calendar years 2021 through 2023, as applicable, the Board shall endeavor to commence review of CEO’s performance to render an informed and timely decision whether to renew on or before September 30.

### 3. **Compensation and Benefits.**

(a) **Base Salary.** During the first year and one month of the Term, measured from December 1, 2018 through December 31, 2019, Sound Transit shall pay CEO a Base Salary in the annualized gross amount of Three Hundred and Sixty Five Thousand Dollars and No Cents (\$365,000.00). Thereafter, CEO's Base Salary shall be evaluated and adjusted, at the Board's discretion, in accordance with Sound Transit policy, including without limitation Sound Transit's Compensation Guidelines and Salary Adjustment Policy and Performance Management Review Guidelines, as currently in effect or hereafter amended at Sound Transit's discretion. The current merit increase schedule is set forth in the chart attached hereto as Exhibit A. All payments of Base Salary shall be made in accordance with Sound Transit's then-current payroll practices and policies.

(b) **Contribution and Performance Award.** For calendar year 2018, CEO's Performance Award shall be determined and administered in accordance with the terms of CEO's Employment Agreement, dated December 2015, including his Base Salary for the first eleven months of that year. Commencing January 1, 2019, CEO shall be eligible for an annual contribution and performance award per the terms of this Agreement. The determinations whether, and in what amounts, to grant such an award shall be made by the Board at its sole and exclusive discretion, considering, among other factors, all aspects of Sound Transit's and CEO's performance. Absent special circumstances, the determinations regarding bonus payments shall be made, and any corresponding sums paid, no later than March 31 of the calendar year following the calendar year under review. To be eligible for any bonus payment, CEO must have been continuously employed by Sound Transit through December 31 of the calendar year under review. Under no circumstance shall a bonus be paid on a prorated basis. Otherwise, to the fullest extent possible, CEO's contribution and performance award shall be administered in accordance with Sound Transit's Contribution & Performance Award policy and Performance Management Review Guidelines, as currently in effect or hereafter amended at Sound Transit's discretion. The current Performance Award schedule is set forth in the chart attached hereto as Exhibit A. All Performance Award payments of Base Salary shall be made in accordance with Sound Transit's then-current payroll practices and policies.

(c) **Deferred Compensation Plan.** CEO shall be eligible to participate in Sound Transit's Section 457(b) Eligible Deferred Compensation Plan, as currently in effect or hereafter amended at Sound Transit's discretion. As to CEO, this benefit currently includes annual contributions on CEO's behalf in a gross amount equal to the lesser of (a) the maximum amount allowable under Internal Revenue Code Sections 457(b) and (e), with cost of living adjustments, or (b) Twenty-Four Thousand Dollars and No Cents (\$24,000.00).

(d) **Flexible Spending Arrangement.** CEO shall be eligible to participate in Sound Transit's Flexible Spending Arrangement plan, as currently in effect or hereafter amended at Sound Transit's discretion. As to CEO, this benefit currently includes a contribution by Sound Transit up to the maximum allowable under the Internal Revenue Code Section 125 regulations, which for 2019 is anticipated to be Two Thousand and Seven Hundred Dollars and No Cents (\$2,700.00).

(e) **Benefits Generally.** Unless otherwise specifically provided in this Agreement,

Executive shall be entitled to participate in the employee benefit plans currently and hereafter maintained by Sound Transit for its senior executives, including group medical, dental and vision insurance coverage for CEO and CEO's dependents; group term life insurance coverage; accidental death and disability coverage; long-term disability insurance coverage; a Section 401(a) Money Purchase Pension Plan; accrual and use of paid vacation and sick leave, in accordance with Sound Transit policies and practices, as currently in effect or hereafter amended at Sound Transit's discretion; annual ORCA pass for travel on the Sound Transit, Pierce Transit, King County Metro, City of Seattle (South Lake Union and First Hill streetcars), and Community Transit bus and rail systems; and access to transportation under Sound Transit's Guaranteed Ride Home Program and/or use of a Sound Transit vehicle in case of illness, injury or emergency when carpooling using public transportation. Unless specifically modified by this Agreement, the terms and conditions of Sound Transit's benefit plans are governed by the plan documents themselves. Sound Transit does not promise that any particular kind or level of benefits will continue in the future and reserves the right to terminate or modify the benefits it provides at any time, at its discretion, to the extent permitted by law, provided such adjustment applies to all similarly situated senior executives.

(f) **Home Office Equipment.** Sound Transit shall provide CEO such equipment and supplies as may be necessary to equip a home office and be responsible for routine maintenance and operational expenses of such equipment. This equipment, which is, and at all times remains, Sound Transit property, may include, but is not limited to, personal computer, tablet, or laptop, printer, and a mobile phone as authorized by the Chair of the Board. The CEO may be reimbursed for the use of a personal mobile phone in accordance with Sound Transit policy and procedures. Use of agency or personal equipment must be consistent with Sound Transit policies, as currently in effect or hereafter amended at Sound Transit's discretion. All Sound Transit equipment shall be promptly returned to Sound Transit upon Sound Transit's request, separation of CEO's employment and/or expiration of this Agreement.

(g) **Expense Allowance.** Sound Transit shall provide CEO an expense allowance in the gross amount of approximately Four Hundred and Sixteen Dollars and Sixty-Six Cents (\$416.33), which annualizes to Five Thousand Dollars and No Cents (\$5,000.00), for miscellaneous expenses incurred consistent with Sound Transit policies governing non-travel personal expenditures, as currently in effect or hereafter modified at Sound Transit's discretion. This allowance is in addition to, and intended to cover expenses not otherwise covered by, Sound Transit's general expense reimbursement policies and practices reference at paragraph 5 below, and shall be subject to regular payroll deductions and withholding.

(h) **Federal Health Plan Allowance.** Sound Transit shall provide CEO an annual allowance in the gross amount of Two Thousand and Five Hundred Dollars and No Cents (\$2,500.00) to facilitate CEO's continued eligibility for retiree benefits under the Federal Employees Health Benefits Program.

4. **Performance Management and Reviews.** The Board, and/or its designee, shall manage and evaluate CEO's performance in general accordance with Sound Transit's Performance Management Program, as currently in effect or hereafter amended at Sound Transit's discretion. Formal evaluations shall occur at least annually at or near year-end, and may occur more frequently, at the Board's discretion. For each calendar year, the Board, in

consultation with CEO, shall establish performance goals and objectives. Absent special circumstances, the Board anticipates establishing the performance goals and objectives no later than March 31 of the year to which they will apply.

5. **Expenses.** Sound Transit shall reimburse CEO for reasonable business expenses incurred in furtherance of CEO's duties and responsibilities while employed by Sound Transit, including without limitation those incurred for travel, food and lodging. Reimbursement shall be administered in accordance with Sound Transit's expense reimbursement policy, as currently in effect and hereafter amended.

6. **Termination/Resignation.** Sound Transit may terminate CEO's employment with or without cause, and CEO may resign with or without good reason, as set forth below, in which event CEO's compensation and benefits shall immediately terminate except as otherwise provided below:

(a) **Resignation without good reason.** CEO may resign employment at any time for any reason upon sixty (60) days' written notice to the Board Chair. During the notice period, CEO shall continue to be bound by and subject to the terms of this Agreement, including those governing CEO's performance and Sound Transit's employment termination rights; provided, however, that Sound Transit may not discharge CEO without cause, but may advance the effective date of CEO's resignation without good reason, at its discretion, in which event CEO shall be paid any and all Base Salary and bonus payment to which CEO would otherwise have been entitled during the notice period. In the event of resignation without good reason, CEO shall forfeit any right or entitlement to payments under Section 3(b), and CEO's Base Salary and benefits shall cease on the effective date of resignation, unless otherwise specified in the governing plan document.

(b) **Resignation for good reason.** CEO may resign for good reason. If CEO wishes to resign for good reason, CEO must first give Sound Transit sixty (60) calendar days' written notice of the circumstances constituting good reason and an opportunity to cure. "Good reason" means, and is limited to, Sound Transit's failure or refusal to cure within the above-referenced sixty (60)-day notice period any of the following occurrences, provided they occurred without CEO's prior written consent: (i) a material reduction of CEO's duties, position or responsibilities; (ii) a material reduction in CEO's benefits and/or Base Salary; and/or (iii) a material change in the geographic location of CEO's primary work facility or location; provided, that a relocation of less than twenty (20) miles from CEO's then-current location shall not be considered a material change in geographic location. If CEO resigns for good reason, CEO shall be entitled to severance pay and benefits per Section 7 below.

(c) **Termination without cause.** Sound Transit may terminate CEO's employment at any time without cause (i.e., for any reason) upon sixty (60) days' written notice. In the event of termination without cause, CEO shall be eligible for severance pay and benefits per Section 7 below.

(d) **Termination with cause.** Sound Transit may terminate CEO's employment at any time for cause. In the event of termination for cause, CEO shall forfeit any right or entitlement to bonus payments under Section 3(b), and CEO's Base Salary and benefits shall cease on the

effective date of termination, unless otherwise specified in the governing plan document. “Cause” is defined as: without limitation, (i) CEO’s breach of any material contractual obligation, including without limitation covenants of confidentiality and/or not to recruit; (ii) any act of moral turpitude by CEO, including without limitation any instance of fraud, deceit or dishonesty, whether through act or omission; (iii) CEO’s material breach of Sound Transit policy, specifically including without limitation its policies regarding equal employment opportunity, such as those prohibiting nepotism, discrimination, harassment and/or retaliation, as currently in effect or hereafter adopted, amended and/or modified at Sound Transit’s discretion; (iv) CEO’s material failure and/or refusal to satisfactorily perform the basic responsibilities of his or her job, following written notice of non-performance and a period of at least ninety (90) calendar days to cure, provided the non-performance is subject to cure and is reasonably within the CEO’s ability to cure; (v) one or more mental, physical and/or emotional conditions and/or impairments that, with or without reasonable accommodation, prevent CEO from satisfactorily performing one or more essential functions of his or her job for a total of period of six (6) consecutive months (180 calendar days) and/or six (6) months (180 calendar days) in any twenty-four month (730 calendar day) period; and/or (vii) CEO’s death.

7. **Severance.** (a) In the event CEO resigns with good reason, CEO’s employment is terminated without cause, or Sound Transit elects to exercise its option not to renew the Agreement pursuant to Section 2, CEO shall be eligible for the following severance pay and benefits:

(i) Payment of CEO’s then-current Base Salary for a period of six (6) or twelve (12) months (180 or 365 days), per sub-section (b) below, measured from the effective date of resignation with good reason, termination without cause, or non-renewal (the “Severance Period”), together with all scheduled contributions, if any, to CEO’s 401(a) and 457(b) plans for the Severance Period.

(ii) Payment of a single lump sum in a net amount equal to the aggregate cost of the premiums for COBRA continuation coverage for CEO and/or CEO’s dependents during the Severance Period, provided that CEO timely elects such coverage.

(iii) Payment of the cash value of one hundred percent (100%) of CEO’s accrued, unused vacation, and twenty-five percent (25%) of CEO’s accrued, unused sick leave, subject to routine payroll deductions and withholding.

(b) During the initial Term of this Agreement (December 1, 2018 through December 31, 2021) and the first renewal Term (calendar year 2022), the Severance Period shall be twelve (12) months (365 days). During the second and third renewal Terms (calendar years 2023 and 2024, respectively), the Severance Period shall be six (6) months (180 days).

(c) There is no automatic renewal of the Agreement after calendar year 2024 and expiration of the last automatically renewed Term shall not entitle CEO to severance pay and/or benefits.

(d) All payments and contributions described at sub-sections (a) and (b), above, shall be subject to payroll taxes and required withholding, any additional withholding to which CEO has

agreed, and any outstanding obligations owed by the CEO to Sound Transit, and shall be made in accordance with Sound Transit's regular payroll policies and practices, as currently in effect or hereafter modified at Sound Transit's discretion.

(e) All payments and contributions described at sub-sections (a) and (b), above, shall be conditioned on CEO's execution, and non-revocation, of a comprehensive release of claims substantially in the form attached hereto as Exhibit B.

(f) The foregoing provisions are intended to be exempt from or comply with the requirements of Internal Revenue Code Section 409A, and the final regulations and any guidance promulgated thereunder (collectively, "Section 409A"), so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Sound Transit and CEO agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to CEO under Section 409A. Notwithstanding the foregoing, Sound Transit makes no representation or warranty to CEO with respect to any tax, economic or legal consequences of any payments or benefits provided hereunder, including without limitation under Section 409A, and no provision of the Agreement shall be interpreted or construed to transfer any liability for failure to comply with Section 409A from CEO or any other individual to Sound Transit or any of its affiliates.

8. **Protection of Sound Transit Business Assets.** Sound Transit has substantial, legitimate business interests in its employees and confidential information which can be protected only by CEO agreeing to the following terms.

(a) **Covenant not to disclose.** During CEO's employment with Sound Transit and at all times after that employment ends, regardless of the reason(s) it ends, CEO shall hold Sound Transit's confidential information in strict confidence and shall not disclose, copy, or use such information, except as authorized in writing by Sound Transit or required by law. "Confidential Information" means information that is not generally known to the public and to which CEO has been or will be exposed as a result of being employed by Sound Transit. This includes information developed by CEO, alone or with others, or entrusted to Sound Transit by its clients, business partners, suppliers, vendors and/or others. "Confidential Information" includes, but is not limited to, any confidential or proprietary information relating to Sound Transit's (i) policies, practices, procedures, marketing, sales, and/or support; (ii) purchasing, accounting and/or finances, including sales, costs, profits and pricing methods; (iii) internal organization; (iv) officers, directors, employees, prospective employees, clients, prospective clients, suppliers, and prospective suppliers, and any lists thereof; (v) technology, including without limitation discoveries, inventions, research and development, product development, manufacturing processes, engineering, hardware/software design and maintenance tools (including source code and object code), and/or hardware/software product know-how and show-how; (vi) trade secrets; and/or (viii) all derivatives, modifications, improvements, and/or enhancements to any of the foregoing whether or not created or developed by CEO. "Confidential Information" also includes all non-public, personal information, which is defined to mean non-public or personally identifiable information about employees or other individuals. Confidential Information may be contained in any tangible material, including without limitation, drawings, samples, procedures,

specifications, reports, studies, customer or supplier lists, budgets, cost or price lists, compilations and/or computer discs, drives and/or programs, or may be in the nature of unwritten or unrecorded knowledge or know-how. "Confidential Information" excludes all information that (i) is known to CEO prior to receipt thereof from Sound Transit; (ii) is or becomes public knowledge through no fault of CEO; (iii) is rightfully received by CEO from a third party without a duty of confidentiality; or (iv) is independently developed by CEO on CEO's personal time, without the assistance or involvement of Sound Transit, and without the use of Sound Transit equipment, supplies, facilities, information or other resources. Further, notwithstanding the above provisions, CEO shall comply with all public disclosure obligations under state and/or federal law, as applicable to him and/or Sound Transit.

(b) **Covenant not to recruit.** During CEO's employment with Sound Transit and for a period of twelve (12) consecutive months following the date on which CEO's employment ends, regardless of the reason it ends, CEO shall not directly or indirectly, alone or with or through others, solicit, encourage, influence or otherwise cause or attempt to cause any Sound Transit employee to leave or materially modify his or her employment with Sound Transit.

9. **Ownership/Return of Property.** CEO acknowledges and agrees that all electrically-stored information, documents, apparatus, equipment and other physical property in any form, including all copies, drafts and derivatives thereof, as applicable, whether or not containing or pertaining to Confidential Information, which was accessed or acquired by CEO, furnished to CEO, or produced by CEO or others in connection with CEO's employment with Sound Transit, is the sole and exclusive property of Sound Transit (hereafter, "Physical Property"). Upon Sound Transit's request, CEO shall immediately return to Sound Transit all such Physical Property and provide Sound Transit signed certification of CEO's compliance with this provision.

10. **Indemnification.** Sound Transit shall defend CEO, and hold CEO harmless, from and against any and all allegations, suits, claims actions, legal proceedings and/or judgments arising out of CEO's performance of duties for, or employment with, Sound Transit, provided that CEO acted in good faith, in a manner reasonably believed to be within the scope of his employment, and in compliance with Sound Transit policies and procedures, as currently in effect or hereafter amended at Sound Transit's discretion.

11. **Remedies.** CEO acknowledges that a breach of this Agreement may cause Sound Transit irreparable injury for which there is no adequate remedy at law. Consequently, if CEO breaches or threatens to breach this Agreement, in addition to any other remedies otherwise available to Sound Transit, including money damages, Sound Transit shall be entitled to specific performance and injunctive relief, including without limitation the issuance of temporary restraining orders and/or preliminary and/or permanent injunctions without the necessity of posting a bond or other security and without prejudice to any other rights or remedies that Sound Transit may have for such breach.

12. **Notices.** All notices, requests, demands and other communications called for hereunder shall be in writing and shall be deemed given (i) on the date of delivery if delivered personally, (ii) on the date of receipt confirmation if delivered via electronic mail, (iii) one (1) business day after being sent by a well-established commercial overnight service, or (iv) four (4) business days after being mailed by registered or certified mail, return receipt requested, prepaid

and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing:

If to Sound Transit:

Chair & Vice Chair(s)  
Board of Directors  
Union Station  
401 S. Jackson St.  
Seattle, WA 98104-2826  
[soundtransitboard@soundtransit.org](mailto:soundtransitboard@soundtransit.org)

If to CEO:

Peter Rogoff  
812 W. Galer St.  
Seattle, WA 98119  
[Peter.Rogoff@SoundTransit.org](mailto:Peter.Rogoff@SoundTransit.org)

Or at the last residential address known by Sound Transit.

13. **Attorneys' Fees/Venue/Jurisdiction.** Unless otherwise prohibited by law, in any dispute that arises out of or relates to this Agreement, CEO's employment with Sound Transit and/or the separation of that employment, the prevailing party shall recover reasonable costs and attorneys' fees, including on appeal. Venue and jurisdiction of any lawsuit related to any such dispute shall exist exclusively in state and federal courts in King County, Washington, unless injunctive relief is sought by either Sound Transit or CEO and, in the moving Party's judgment, that relief might not be effective unless obtained in some other venue.

14. **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, Sound Transit and its successors and assigns. This Agreement is personal to CEO, and CEO shall not assign or delegate his rights or duties under this Agreement, and any such assignment or delegation shall be null and void.

15. **Governing Law/Severability/Waiver.** This Agreement is governed by the laws of the state of Washington without giving effect to provisions thereof related to choice of laws or conflict of laws. If any part of this Agreement is held to be unenforceable, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law. No waiver of any provision of this Agreement is valid unless in writing, signed by the party against whom the waiver is sought to be enforced. The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not waive any later breach.

16. **Miscellaneous.** The Parties have read this Agreement, understand its terms, and been fully advised by legal counsel. Each has participated in drafting this Agreement and

therefore waives the rule of construction that an agreement is construed against its drafter. This Agreement, together with the policies and plans referenced herein, is the final and complete expression of the agreement of the Parties; may be modified only by a written addendum signed by both Parties; and supersedes all prior agreements, discussions and representations; provided, however, that this Agreement shall have no effect on CEO 's Performance Award for calendar year 2018, which shall be determined and administered per the terms of CEO's Employment Agreement dated December, 2015. This Agreement may be executed via facsimile, PDF and/or TIF, and in one or more counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY

PETER ROGOFF, CEO

Signature:   
Name: David Somers  
Title: Chair, Board of Directors  
Date: 11/15/18

Signature:   
Date: Nov. 15, 2018



# EXHIBIT A

<b>Performance Rating</b>	<b>Merit Increase</b>	<b>Performance Award</b>
Outstanding	5%	\$7,000
Excellent	4%	\$6,000
Successful	3.5%	\$4,000
Needs Improvement	1.0%	\$1,000
Unsatisfactory	0.0%	\$0



## **EXHIBIT B**

### **RELEASE**

THIS RELEASE is entered into by and between Peter Rogoff (“CEO”) and the Central Puget Sound Regional Transit Authority (“Sound Transit”). In exchange for execution of this Release, CEO hereby acknowledges his agreement to accept separation benefits (the “Benefits”) referred to in Section 7 of his Employment Agreement.

**A. Separation Benefits.** CEO agrees that all aspects of his employment relationship with Sound Transit ceased. In consideration of CEO’s Release and performance as set forth below, Sound Transit agrees to pay the Benefits described in Section 7 of the Employment Agreement, which is incorporated by this reference.

**1. Release and Waiver.**

**a. Release of All Claims.** CEO has elected to receive the Benefits and, in exchange, CEO agrees that the Benefits are being paid by Sound Transit in full satisfaction of any and all claims, liabilities, demands or causes of action, whether known or unknown, made individually, derivatively or as a member of a class, that CEO may have or claim to have against Sound Transit, any related entities, affiliates and joint ventures and all officers, board members, supervisors, agents, employees, attorneys, representatives, insurers, benefit plans or anyone else against whom CEO could assert a claim based on CEO’s employment with Sound Transit or the termination of that employment, including but not limited to any claims for additional compensation in any form or damages. Sound Transit also agrees to voluntarily waive any and all claims it may have against CEO based upon CEO’s employment with Sound Transit or the termination of that employment and it voluntarily and expressly, fully and forever releases CEO from any and all such claims.

By signing this Release, CEO knowingly, voluntarily and expressly, fully and forever releases Sound Transit and the others named above from any and all such claims, whether for discrimination, breach of contract, or any other claim for relief or remedy (including fees, costs and expenses) under any city, state, local or federal laws, including but not limited to, claims under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Older Workers’ Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Rehabilitation Act of 1973, the Uniformed Services Employment and Reemployment Rights Act, the Fair Labor Standards Act, Executive Order 11246, the Family and Medical Leave Act, the CEO Retirement Income Security Act of 1974 (other than claims for vested benefits), all as amended, and the civil rights, employment and labor laws of any city, locality, state and the United States, and CEO agrees and promises, on his own behalf and on behalf of his heirs, executors, administrators, successors and assigns, that he shall not file any charge, lawsuit or other action asserting any such claim in any forum.

**b. Voluntary Agreement.** CEO hereby acknowledges that his acceptance of this Release is voluntary. CEO acknowledges that he has had adequate time to

consider the alternatives and consequences of signing this Release; that he has read and understood the effect of this Release; that he is aware of his right to consult with an attorney or financial advisor at CEO's expense; and that, in consideration for executing this Release, CEO has received additional benefits and valuable consideration to which he would not otherwise be entitled.

c. **ADEA Release.** CEO expressly acknowledges that he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act ("ADEA"). CEO also acknowledges that he has been advised by this writing, as required by the ADEA, that (a) this Agreement does not apply to any rights or claims that may arise after the execution date of this Agreement; (b) CEO has been advised to consult with an attorney prior to executing this Agreement; (c) CEO has twenty-one (21) days to consider this Agreement (although CEO may voluntarily execute this Agreement earlier and to waive such period of consideration); (d) CEO has seven (7) days following the execution of this Agreement to revoke the Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired, which shall be the eighth day after this Agreement is executed by CEO ("Effective Date"). Nothing in this Agreement prevents or precludes CEO from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.

2. **Payment of Separation Benefits.** The Separation Benefits provided in paragraph 1 shall be made to CEO on the eighth (8th) day after CEO's execution of this Agreement.

B. **No Admission of Liability.** Execution of this Release is not constitute an admission of liability, by either party, of any kind, and both the Sound Transit and CEO specifically deny any such liability.

C. **Nondisparagement.** CEO and Sound Transit shall not make or publish any statement (orally, in writing, or in any other form) or instigate, assist, or participate in the making or publication of any statement which is disparaging or detrimental in any way to: (a) either the Sound Transit or the CEO, respectively; (b) Sound Transit's services, affairs, or operations; (c) the reputations of any of Sound Transit's past or present board members, officers, CEOs or agents; or (d) the reputation of CEO or his performance as CEO. The parties agree that irreparable harm shall occur from a breach of this provision for which monetary damages may not be an adequate remedy, making the award of injunctive or other equitable relief by court of proper jurisdiction appropriate and just, in addition to an award of all actual damages suffered and any other legal or equitable remedy.

D. **Entire Agreement.** The provisions of this Release and the Employment Agreement set forth the entire agreement between CEO and Sound Transit concerning CEO's termination of employment. Any other promises, understandings or representations, written or oral, are suspended and replaced by the provisions of this Release, with the exception of the Sound Transit Chief Executive Officer Agreement, which Agreement sets forth certain obligations of CEO that survive the termination of that Agreement. In the event a court or

agency of competent jurisdiction determines that any term or provision contained in this Release is illegal, invalid or unenforceable, such illegality, invalidity or unenforceability does not affect the other terms and provisions of this Release, which continue in full force and effect.

**E. Execution. PLEASE READ CAREFULLY. THIS RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. CEO ACKNOWLEDGES THAT THE SOUND TRANSIT ADVISED HIM TO REVIEW THIS RELEASE WITH COUNSEL PRIOR TO SIGNING.**

I have read the foregoing Release and understand the effect of this Release. I understand that by so doing I am releasing legal rights, and I voluntarily enter into this Release.

\_\_\_\_\_  
Peter Rogoff

\_\_\_\_\_  
Date

**SPOUSE CERTIFICATION**

I am the spouse of CEO and I acknowledge and consent on behalf of myself and the marital community to the terms of this Release, including, without limitation, the release and waiver contained in Section A1, above.

\_\_\_\_\_  
[Spouse's Name]

\_\_\_\_\_  
Date

