

GENERAL MANAGER (GM) EMPLOYMENT AGREEMENT

THIS AGREEMENT between the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON ("TriMet"), a publicly owned municipal corporation of the State of Oregon, and Samuel M. Desue, Jr. ("GM") is effective on the date the Agreement is Fully Executed.

RECITALS:

Whereas, the Board of Directors of TriMet has determined that it is in the best interests of TriMet and the public that GM be employed by TriMet, and GM desires to be employed by TriMet.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

SECTION 1. Employment. TriMet agrees to employ and GM accepts such employment upon the terms and conditions set forth in this Agreement.

1.1 Term. The term of GM's employment under this Agreement shall be for a period beginning November 1, 2023, and ending on June 23, 2029, unless earlier terminated pursuant to Section 4 of this Agreement. This Agreement may be renewed by written mutual agreement of TriMet and GM.

1.2 Duties. Samuel M. Desue, Jr. will be employed as TriMet's General Manager (GM). GM agrees to devote GM's full time, attention, effort and ability to the performance of GM's duties under this Agreement, which are more completely described in GM's current position description and which may be amended from time to time, and agrees to devote all of his professional time and attention to the business and affairs of TriMet. In addition to the presently assigned duties, the Board of Directors may, from time to time, assign to GM other responsibilities reasonably within the capability of GM and consistent with GM's experience and skills.

1.3 Compliance. GM shall be subject to the direction of TriMet's Board of Directors and shall at all times comply with the bylaws, resolutions, policies, standards and directives of TriMet and the TriMet Board of Directors. GM's violation of this paragraph shall be considered a breach of the terms and conditions of this Agreement if such violation is determined to be an intentional act.

SECTION 2. Salary and Salary Adjustments. Starting salary will be \$412,000 on an annualized basis, effective July 1, 2023. In addition, a 4% merit increase for FY23 Performance shall be added to this salary effective September 17, 2023, for a total annualized salary of

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\$428,480. GM's annual salary shall be adjusted, based upon GM's performance and/or market comparison, at the same time as other executive-level employees in accordance with TriMet's performance Management and Compensation program.

SECTION 3. Benefits. TriMet shall provide to GM the following benefits, subject in all cases to the terms and conditions of such plans, policies and packages, in effect from time to time.

3.1 Insurance. GM shall be entitled to coverage under TriMet's medical, dental, life, vision, and disability insurance in accordance with TriMet's management benefits plans and policies. In addition, during the term of this Agreement, TriMet shall also maintain a Term Life Insurance Policy insuring the life of the GM in the face value amount of \$500,000.

3.2 Vacation Personal and Sick Leave. GM shall be entitled to vacation, personal leave, and sick leave with use and accrual of such vacation, personal leave, and sick leave in accordance with TriMet's management benefits plans and policies. In addition to regular vacation, GM shall also be entitled to 25 extra days of paid vacation each year during the term of this Agreement. Notwithstanding any existing TriMet policy governing the limitation on the accrual and carryover of vacation, GM may accrue and carryover up to 1,500 hours of vacation, all of which shall be eligible for payoff upon separation of employment.

3.3 TriMet Defined Compensation Plan. GM shall be entitled participate in the TriMet Section 457 Deferred Compensation Plan on the same basis as all TriMet employees. In order to provide GM an incentive to remain with TriMet through the expiration date of this Agreement, for each of the years of the TriMet Section 457 Deferred Compensation Plan ending December 31, 2023, December 31, 2024, December 31, 2025, December 31, 2026, December 31, 2027, December 31, 2028, and December 31, 2029, during which GM remains employed to the end of the such year under this Agreement, TriMet shall make a \$15,000 non-elective employer contribution by February 1 of the following year to GM's account in the TriMet Section 457 Deferred Compensation Plan.

3.4 Business Expenses. GM shall be entitled to reimbursement from TriMet for reasonably incurred business expenses in accordance with TriMet's expense reimbursement policies in effect from time to time, including reasonably incurred business expenses in order to maintain active membership in industry, business, and governmental association memberships, as appropriate to GM's responsibilities.

SECTION 4. Termination. GM's employment by TriMet and the obligations of the parties under this Agreement, except those obligations under Sections 5 and 6, any vested retirement benefits provided in Section 3.3, any accrued vacation and personal leave, and those obligations expressly indicating survival and continuation beyond the termination of this Agreement, will terminate upon occurrence of any one of the following:

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4.1 Mutual Agreement. The employment of GM by TriMet may be terminated at any time upon the mutual written agreement of TriMet and GM;

4.2 Voluntary Resignation. GM may resign employment at any time upon ninety (90) days written notice to the Board of Directors of TriMet;

4.3 By TriMet without Cause. The Board of Directors may terminate the employment of the GM without notice for any reason or no reason.

4.4 Disability. The employment of the GM by TriMet may be terminated upon a determination in the sole discretion of the Board of Directors that GM suffers from a permanent disability that renders the GM unable to perform the essential functions of the GM's job to the extent permitted under the Americans with Disabilities Act and applicable state and local laws.

4.5 Death. In the event GM dies during the term of this Agreement, the Agreement shall terminate, and TriMet shall pay to the GM's estate the GM's current salary through the end of the month in which the GM's death occurs.

4.6 Termination for Cause. In the event that GM's employment hereunder is terminated by TriMet for Cause, GM shall not be entitled to the benefits set forth under Section 5.1 of this Agreement. TriMet shall indicate to the GM in writing if the GM's termination is for Cause, along with the reason for termination for Cause.

(a) Cause. For the purposes of Section 4, "Cause" shall mean (i) a willful breach by GM of his fiduciary duties to TriMet; (ii) willful misconduct or gross negligence in the performance of his duties; (iii) the conviction of (A) any crime constituting a felony in the jurisdiction in which committed, (B) any crime involving moral turpitude (whether or not a felony), or (C) any other criminal act involving embezzlement, misappropriation of money, fraud, theft, or bribery (whether or not a felony); (iv) any willful act of fraud or dishonesty that causes material damage to TriMet; (v) any willful violation of TriMet's conflict of interest policies, discrimination policies, and harassment policies; and (vi) the GM's repeated use of alcohol or illegal drugs that interferes with the performance of GM's duties to TriMet.

The foregoing shall not be deemed an exclusive list of all acts or omissions that TriMet may consider as grounds for the termination of the GM's Employment, but it is an exclusive list of the acts or omissions that shall be considered "Cause" for purposes of determining entitlement to the benefits set forth under Section 5.1 of this Agreement.

SECTION 5. Severance. Upon termination of the GM's employment pursuant to Sections 4.1, 4.3 or 4.4 of this Agreement and execution of a release as described in Section 5.3, the GM will be entitled to the following

5.1 Severance Amount.

(a) Cash Severance Amount. TriMet will pay the GM severance in an amount equal to eight (08) months' salary at the rate applicable as of the date of termination plus two (2) week's salary for each year or major part thereof of the GM's service at TriMet. The severance amount shall be paid, less applicable tax withholding, as Salary Continuation in installments every other week on TriMet's regular pay days, from the date of the event giving rise to the severance payment until the severance amount has been exhausted ("Cash Severance Benefit"). If the Cash Severance Benefit is payable in accordance with Section 4.4 (Disability), payments will begin only if the GM's employment with TriMet has been terminated.

(b) Non-Cash Severance Benefits. During the period when the Cash Severance Benefit is payable, TriMet will continue health insurance benefits under TriMet's then-current family medical, dental, and vision plans, and will continue coverage under TriMet's life and disability insurance plans, in accordance with TriMet's management benefits plans and policies. At the end of this Cash Severance Benefit period, the GM will be offered COBRA continuation coverage, and the health coverage provided during the Cash Severance Benefit period shall count against the maximum continuation coverage period under COBRA.

(c) No Additional Compensation. During the Cash Severance Benefit period, the GM shall not perform any services for TriMet. Payment of severance as described in this Section is expressly in lieu of any continuing claim for compensation of any remaining unexpired term of this Agreement.

5.2 Accrued Vacation, Sick Leave and Personal Leave Time Payment. GM shall receive payment for accrued vacation and personal leave. Unused accrued sick leave shall be used to increase the vested retirement benefit in accordance with TriMet's Defined Contribution Retirement Plan for Management and Staff Employees.

5.3 Release of Claims. TriMet's obligation to make the Cash Severance Benefit payments pursuant to Section 5 of this Agreement is contingent upon GM fully releasing TriMet from liability for all claims or relating in any way to the employment relationship or association of the parties.

SECTION 6. Miscellaneous Provisions.

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all the agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof. This Agreement supersedes and is in lieu of any and all prior agreements between TriMet and GM and, to the extent this Agreement is different from any other agreement or policy governing the employment by TriMet of the GM, the terms of this Agreement shall govern.

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6.2 Modification. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing and signed by the Board of Directors and GM.

6.3 Inconsistencies. In the event of any inconsistency between any provision of this Agreement and any provision of any TriMet arrangement, the provisions of this Agreement shall control, unless GM and TriMet otherwise agree in a writing that expressly refers to the provision of the Agreement that is being waived.

6.4 Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

6.5 Assignment. This Agreement shall be binding upon and inure to the benefit of TriMet, and shall be binding upon GM and GM's administrators, executors, legatees, and heirs. Because this Agreement is a personal services contract, it shall not be assigned by GM.

6.6 Taxes. TriMet shall withhold all applicable federal, state, and local taxes, social security, and other amounts as may be required by law with respect to compensation payable to GM pursuant to this Agreement. Parties shall be responsible for their own taxes as incurred by this Agreement.

6.7 Attorneys' Fees. In the event arbitration, suit or action is instituted to resolve disputes arising from this Agreement, the prevailing party in such arbitration, suit or action, including any appeals thereon, shall be awarded reasonable attorneys' fees and costs, including expenses associated with the taking of depositions and the hiring of expert witnesses.

6.8 Applicable Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Oregon, without reference to its conflicts of laws rule. This Agreement shall be deemed to be executed and performed in Oregon.

6.9 Waiver. The waiver by either TriMet or GM of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party.

6.10 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including termination, enforcement, interpretation, validity, and determination of the scope or applicability of this Agreement to arbitrate, shall be settled by final and binding arbitration administered by the American Arbitration Association under its Employment Dispute Resolution Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties are equally bound by this agreement to arbitrate and agree that this shall be the exclusive manner of dispute resolution. GM knowingly and voluntarily enters into this Agreement and understands that by doing so GM is waiving the right

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to resolve any and all claims in a court proceeding with a jury. GM further agrees that this Paragraph survives past GM's termination of employment or termination of this Agreement.

6.11 Execution. GM acknowledges and warrants he had read and understands this Agreement, is competent and of sound mind to execute this Agreement, is fully aware of the legal effect of this Agreement, and has entered into it freely based on his own judgment and without duress. All Parties represent and warrant that this Agreement has been duly executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such party, enforceable against such Party in accordance with its terms; and such Party has the power, capacity, and authority to enter into this Agreement and to carry out its obligations. The Parties represent and warrant that each has not assigned or otherwise alienated any right or obligations in that matter that would reduce or undermine the full implementation and effect of this Agreement.

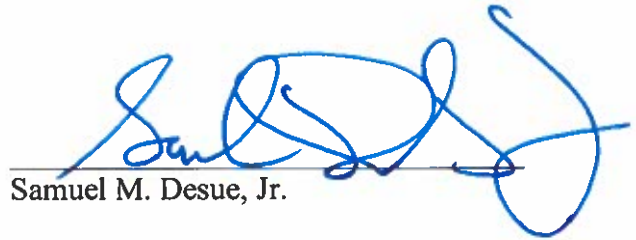
This Agreement is Fully Executed on the date it is signed by both parties.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON:

General Manager:



Ozzie Gonzalez
President, Board of Directors



Samuel M. Desue, Jr.

DATED: 10/25/2023

DATED: 10-26-2023

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