



January 6, 1998

Metropolitan
Transportation
Authority

One Gateway Plaza
Los Angeles, CA
90012-2932

TO: Members of the Board of Directors

FROM: Julian Burke *Julian*

SUBJECT: Sharon Landers

(213) 922-2000

I am very pleased to be able to advise you that I have engaged Ms. Sharon Landers as a Deputy CEO. Sharon is a seasoned transportation professional with an unusually broad background. Her knowledge and experience will be important to my on-going tasks in bringing credibility and financial responsibility to the agency.

I am attaching her resume for your information, as well as a copy of the letter which sets forth the terms of her engagement.

Sharon will take up her duties on January 12, and I will introduce her to you at the Special Board Meeting on January 14. I hope you will join me in welcoming her.

Allan Lipsky will continue as a Deputy CEO. I will advise you in the near term how the responsibilities of the Office of the CEO will be allocated amongst Allan, Sharon and our immediate staff.

Should any of you (or your staffs) have any questions or desire any further information regarding Sharon or my developing management structure, feel free to call me at 922-4788. If I am not immediately available, I will get back to you promptly.

Attachments

SHARON L. LANDERS
11 Hemingway Drive
Dix Hills, New York 11746-5907
Home: 516-271-4325

HISTORY:

NEW JERSEY DEPARTMENT OF TRANSPORTATION 1994-1997
Deputy Commissioner

As the second in command, responsible for the day to day operation of the department.

Set the policy direction for all modes of transportation (highways, bus and commuter rail, aviation, rail freight, toll authorities).

Collaborated with the state's environmental commissioner on air quality, recycling, and wetland issues, policies and programs.

ORANGE AND ROCKLAND UTILITIES, INC. 1991-1994
Counsel for Legislative and Regulatory Affairs
Senior Manager

Served as the company's spokesperson with the Office of the Governor of New York State, the state legislature, and key governmental agencies.

Responsible for developing and negotiating the company's New York State legislative agenda.

Coordinated company strategy on policy issues before state agencies.

Developed coalitions with industry lobbyists and organizations, and public interest groups to successfully accomplish the company's legislative agenda.

OFFICE OF THE MAYOR, NEW YORK CITY 1989-1991
Special Transportation Advisor

As member of the executive staff of Mayors Dinkins and Koch, developed the City's policies, initiative and budgets for the City's public and private bus system (both common and contract carriers), subways, commuter rail, paratransit, and taxi and other for-hire services. Oversaw implementation by City agencies.

Chaired a multi-agency task force overseeing the City's compliance with the Federal Clean Air Act.

SHARON L. LANDERS

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Represented the Mayor on a state review board to monitor the implementation of the Transit Authority's \$8 billion Five Year Capital Program to improve the subway and bus systems.

Coordinated the City's air quality efforts.

Coordinated the Mayor's federal, state and local legislative programs.

NEW YORK CITY DEPARTMENT OF TRANSPORTATION 1986-1989
General Counsel/Deputy Commissioner for Inter-governmental Relations

As senior advisor to the Transportation Commissioner and head of the department's legal office, provided legal advice and counsel, developed and negotiated the agency's federal, state and local legislative programs.

Supervised preparation of contracts and litigation.

Reorganized and managed a bureau of 80 lawyers, paraprofessionals and support staff.

OFFICE OF THE MAYOR, NEW YORK CITY 1983-1986
Transportation Office
Deputy Director/Counsel

Worked with Mayor Koch's advisor on mass transit and paratransit policies and programs and on issues concerning the regulation of taxis, liveries and charter bus services.

Coordinated the Mayor's legislative program for transportation and provided legal advice and service.

OFFICE OF THE GOVERNOR OF NEW YORK STATE 1982-1983
Transportation Program Associate

As member of the policy and planning staff of Governors Cuomo and Carey, responsible for developing the Governors' overall policies and agenda for highways, motor vehicles, ports and mass transit.

Led negotiations on the Governors' program bills.

SHARON L. LANDERS

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Developed the Governors' position on state and federal legislation.

Supervised the activities of state agencies responsible for transportation and motor vehicle regulation. Served as liaison with the various state transportation authorities and the Port Authorities of New York and New Jersey.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION 1977-1982
Assistant Counsel

As member of General Counsel's staff, specialized in environmental law.

Responsible for preparing legal opinions and guidance, coordinating litigation with the Attorney General, negotiating contracts, arbitrating contractor disputes, drafting legislation, and coordinating projects.

EDUCATION:

J.D., Albany Law School, Union University, 1977

B.S., State University of New York at Stony Brook, 1974



December 17, 1997

PERSONAL AND CONFIDENTIAL

Julian Burke
Interim CEO

Metropolitan
Transportation
Authority

One Gateway Plaza
Los Angeles, CA
90012-2932

Phone: 213.922.4788
Fax: 213.922.7447

Ms. Sharon Landers
71 Devonshire Drive
Guilderland, New York 12084

Dear Ms. Landers:

You are hereby offered a position as a Deputy Chief Executive Officer of the Los Angeles County Metropolitan Transportation Authority ("MTA"), effective January 12, 1998. Deputy Executive Officers report to and serve at the pleasure of the Chief Executive Officer. The position is at will.

This offer contains the following terms and conditions:

Salary

Your initial annual salary will be \$140,000.

Relocation Reimbursement

You will be reimbursed for all necessary and reasonable out-of-pocket expenses for your relocation to Southern California in accordance with the MTA's Relocation Assistance Policy #HR7-6 (a copy of which is attached) as modified by the following:

- All such expenses incurred by you to move you and your family, household items, automobiles and pets will be reimbursed in accordance with the MTA's Relocation Assistance Policy. You should make all necessary arrangements for the move and submit your invoices to the MTA which will make the payments on your behalf.
- Temporary living expenses up to \$1,300 a month for the first ninety (90) days of employment in a location of your choice.

Employee Benefits

You will receive the same benefits at the same levels offered to other employees of the MTA. Your benefits will accrue commencing on the first day of your employment at the MTA.

MTA Pension Plan

You will be eligible to join the MTA Pension Plan immediately upon employment.

Severance

You will be entitled to severance compensation consisting of six (6) months salary and six (6) months of health benefits, as well as reasonable moving expenses to a location within the continental United States, upon the occurrence of either of the following:

1. Your involuntary termination not for cause; or
2. Your resignation from the MTA, provided that your resignation is effective within ninety (90) calendar days after sixty (60) calendar days following the effective date on which the now incumbent Chief Executive Officer, Julian Burke, leaves that position.

Your severance will also include reasonable outplacement services if required. Upon severance as described above, you can elect to (i) have an amount equal to six (6) months salary and the MTA's cost of your health benefits for six (6) months paid to you in one lump sum or (ii) continue to receive salary and health benefits for a six (6) month period.

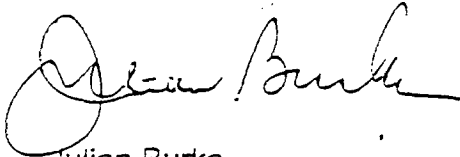
If severance, as described above, occurs within one year from the day you begin employment at the MTA, Section 1.7 of the MTA's Relocation Assistance Policy will not apply.

This offer is the entire offer to you. There are no other express or implied promises, representations, or contracts being offered to you.

Ms. Sharon Landers
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If you accept this offer, please sign and date the enclosed two copies and return one copy to me.

Sincerely,



Julian Burke
Chief Executive Officer

I have read the foregoing offer and hereby accept the offer and agree to the terms and conditions contained therein as of the date below:


Sharon Landers

Date: 12/19/97