

EIGHTH AMENDMENT
TO EMPLOYMENT AGREEMENT

The parties to this Eighth Amendment to Employment Agreement are the San Diego Unified Port District (District), a public corporation, and Thomas A. Russell (Russell), Employee.

Recitals:

District and Russell are parties to an Employment Agreement dated September 22, 2012, whereby Russell is employed as General Counsel. The District and Russell are now amending the Employment Agreement to reflect a change in terms.

The Parties Agree:

1. Paragraph 1.1 Term shall be amended to read as follows: The District hereby agrees and does employ Russell as General Counsel for a term of Five (5) years commencing November 5, 2020 and continuing until November 4, 2025, unless earlier terminated pursuant to Section 5 hereof.

Paragraph 2.1 Salary shall be amended to read as follows: Russell's approximate bi-weekly salary shall be a minimum of Twelve Thousand Seven Hundred Ninety-Seven Dollars and Sixty Cents (\$12,797.60) effective January 14, 2022. Additionally, Russell shall receive Fifteen Thousand Dollars (\$15,000) as a one-time bonus for exemplary performance.

2. All other terms, covenants and conditions shall remain in full force and effect and shall be applicable to this Eighth Amendment.

DATED: _____

SAN DIEGO UNIFIED PORT DISTRICT

By: _____

DAN MALCOLM
CHAIR, BOARD OF PORT
COMMISSIONERS

By: _____

THOMAS A. RUSSELL