

**SECOND AMENDMENT
TO EMPLOYMENT AGREEMENT**

The parties to this Second Amendment to Employment Agreement are the San Diego Unified Port District (District), a public corporation, and Randa J. Coniglio, Employee.

Recitals:

The District and Randa J. Coniglio are parties to an Employment Agreement dated June 18, 2015 whereby Randa J. Coniglio is employed as Executive Director (President/Chief Executive Officer). The District and Randa J. Coniglio are now amending the Employment Agreement to reflect change in terms.

The Parties Agree:

1. Paragraph 1. Term. shall be amended to read as follows: "The District agrees and does employ Randa J. Coniglio as Executive Director/President/Chief Executive Officer (CEO) for a term of Five (5) contract years commencing June 12, 2017 and continuing through June 11, 2022, unless earlier terminated pursuant to Section 5 hereof."
2. Paragraph 2.1 Salary. shall be amended to read as follows: "Randa J. Coniglio's annual salary shall be a minimum of Three Hundred Eight Thousand Seven Hundred Twenty One Dollars and Ninety-Two cents (\$308,721.92), effective June 12, 2017. Additionally, Randa J. Coniglio shall receive Five Percent (5%) of her new annual salary as a one-time bonus for exemplary performance."
3. All other terms, covenants and conditions shall remain in full force and effect and shall be applicable to this Second Amendment.

DATED: _____

SAN DIEGO UNIFIED PORT DISTRICT

By: _____
ROBERT VALDERRAMA, CHAIRMAN
BOARD OF PORT COMMISSIONERS

By: _____
RANDA J. CONIGLIO