

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT  
BETWEEN SAN MATEO COUNTY TRANSIT DISTRICT AND APRIL CHAN**

This Second Amendment to the Employment Agreement between the San Mateo County Transit District and April Chan is made and entered into on March 5, 2025.

**WHEREAS**, the San Mateo County Transit District (District) and April Chan (Employee) are parties to an Employment Agreement dated November 1, 2022, under which Employee serves as General Manager/CEO of the District (Employment Agreement); and

**WHEREAS**, Section 3.2 of the Employment Agreement provides for an annual review of the General Manager/CEO's performance and salary, to be held at or near the anniversary of the commencement of her appointment to this position, and authorizes the District's Board of Directors (Board) to approve prospective salary increases upon determination that the General Manager/CEO's performance exceeds satisfactory during the prior year; and

**WHEREAS**, on November 1, 2024, the Board adopted Resolution No. 2024-, Declaring the Uncertainty of Compensation for the General Manager/CEO as of November 1, 2024; and

**WHEREAS**, in accordance with then Section 3.2, on February 7, 2024, the Board completed Employee's first annual evaluation and approved a First Amendment to the Employment Agreement to (a) increase the current base salary by 3.5% from \$350,000 to \$362,250 by granting Employee the Global Wage Increase percentage that all other non-represented employees at the District had received on July 1, 2024, (b) pay an annual stipend in the amount of \$25,000 upon the conclusion of each annual performance evaluation for work and services the General Manager/CEO renders as the Executive Director of the San Mateo County Transportation Authority, (c) specify in a restated Section 3.1 that the General Manager/CEO is entitled to receive any Board approved Global Wage Increase and may receive, in the Board's sole discretion, the award of performance pay if deemed justified in the annual performance evaluation; and (d) revise the Employment Agreement structure to include an Appendix for use in documenting this and future compensation adjustments; and

**WHEREAS**, on November 1, 2024, the Board adopted Resolution No. 2024-36, Declaring the Uncertainty of Compensation for the General Manager/CEO as of November 1, 2024; and

**WHEREAS**, following the completion of the Employee's annual evaluation for 2024 and pursuant to Section 3.1, the Board has determined to approve a Second Amendment to Employment Agreement to update the Appendix A in that Agreement to reflect: (a) the adjusted base salary of Employee which increased on July 1, 2024 from \$362,250 to \$376,740 with the application of the Global Wage Increase granted to all non-represented employees of the District as specified in the Employment Agreement, as amended, and (b) the award of performance pay in the amount of \$25,000 predicated upon Employee's achievement of the goals and objectives previously established by the Board.

**NOW, THEREFORE**, the parties agree to be mutually bound as follows:

1. Appendix A to this Second Amendment to Employment Agreement is attached hereto and incorporated into this Amendment.

2. Except as expressly modified by this Second Amendment, all terms and conditions in the aforementioned Employment Agreement dated November 1, 2022 as amended by the First Amendment dated February 7, 2024, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Agreement to the Employment Agreement, to be effective the day and year first written above.

APRIL CHAN:

SAN MATEO COUNTY TRANSIT DISTRICT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeff Gee  
Chairperson, Board of Directors

ATTEST:

By: \_\_\_\_\_

Board Secretary

Approved as to form:

By: \_\_\_\_\_

Joan L. Cassman  
Attorney for the District

## APPENDIX A

### EMPLOYMENT AGREEMENT AS AMENDED FOR APRIL CHAN, GENERAL MANAGER/CEO

This Appendix, effective March 5, 2024, delineates the term of the Employment Agreement, the base salary for serving as General Manager/CEO of the San Mateo County Transit District, the stipend for serving as Executive Director for the San Mateo County Transportation Authority, and the award of performance pay pursuant to Section 3.1 for the period of November 1, 2023 through November 1, 2024.

1. Term of Contract:  
Five (5) years, expiring on October 31, 2027
2. Base Salary:  
\$376,740 per year, commencing as of July 1, 2024
3. Stipend for Serving as Executive Director of the TA:  
\$25,000 per year, paid as a lump sum with Employee's first paycheck following completion of each annual evaluation
4. Performance Pay:  
\$25,000 paid as a lump sum with Employee's first paycheck following completion of the annual evaluation