AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER OF THE SAN MATEO COUNTY HARBOR DISTRICT

THIS AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER (the "Amendment") is made and entered into as of January 1, 2022 by and between the San Mateo County Harbor District (hereinafter referred to as the "District"), a public agency, and James B. Pruett (hereinafter referred to as "Manager").

RECITALS

WHEREAS, the District employs James B. Pruett as General Manager of the District pursuant to that certain Employment Agreement dated as of November 18, 2019 (the "Agreement"); and

WHEREAS, the District and Manager desire to continue employment of James B. Pruett as the General Manager pursuant to the terms and conditions set forth in the Agreement as amended by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the District, through its Board of Harbor Commissioners, and the Manager hereby agree as follows:

Section 1. Amendments.

- **1.1.** Paragraph B of Section 1 (Term) of the Agreement is hereby amended to read as follows:
 - "B. This Agreement shall become effective on December 11, 2020, and shall terminate December 11, 2028, unless terminated earlier pursuant to Section 7
- **1.2.** Paragraph A of Section 3 (Compensation and Evaluation) is hereby amended to read as follows:
 - "A. <u>Salary</u>. The District agrees to pay Manager an annual base salary of one hundred seventy-two thousand, seven hundred and twenty dollars (\$172,720.00), payable in installments at the same time and in the same manner as other management employees of the District are paid, for the faithful and diligent performance of the duties and obligations of General Manager. Beginning on January 1, 2022, the annual base salary shall be one hundred eighty-nine thousand, nine hundred ninety-two dollars (\$189,992.00)."
- **Section 2.** Agreement. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SAN MATEO COUNTY HARBOR DISTRICT

By: Nancy Reyering, President

MANAGER

By:

James B. Pruett