

**AMENDMENT NO. 4 TO
EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER
OF THE SAN MATEO COUNTY HARBOR DISTRICT**

THIS AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER (the "Amendment") is made and entered into as of January 15, 2025 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 20, 2019, amended and restated by that certain Employment Agreement dated as November 18, 2020, and further amended by Amendment No. 1, dated as of January 1, 2022, Amendment No. 2, dated as of January 1, 2023, and Amendment No. 3, dated as of December 20, 2023 (together, the "Agreement"); and

WHEREAS, James B. Pruett continues to excel as General Manager through exceptional leadership, management, and foresight; and

WHEREAS, James B. Pruett continues to meet or exceed all expectations of the Harbor Board of Commissioners; and

WHEREAS, the District desires 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; and

WHEREAS, the General Manager desires to continue employment with the District pursuant to the terms and conditions set forth in the Agreement as amended by this Amendment; and

WHEREAS, the District desires for the Manager to reside on the Coastsides, within 10 miles of the District Office.

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 A of Section 3 (Compensation and Evaluation) is hereby amended to read as follows:

“A. Salary. The District agrees to pay Manager an annual base salary of two hundred forty-seven thousand, four hundred thirty-eight dollars and forty-four cents (\$247,438.44), effective January 1, 2025, 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.

1.2. Paragraph D of Section 6 (Other Obligation of the District) is hereby amended to read as follows:

“D. Housing Allowance. The District shall pay Manager a housing allowance in the amount of \$800 per month. In addition, on or before February 1, 2025, the District shall pay Manager a one-time housing allowance in the amount of \$3,000. Manager is responsible for any income tax or other taxes resulting from such allowance.

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.

Signature on the following page

IN WITNESS WHEREOF, the parties have executed this Agreement on January
____, 2025.

SAN MATEO COUNTY HARBOR DISTRICT

By: _____
Tom Mattusch, President

Manager

By: _____
James B. Pruett