

**AMENDMENT NO. 5 TO EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER OF
THE SAN MATEO COUNTS HARBOR DISTRICT**

THIS AMENDMENT NO. 5 TO EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER (the "Amendment") is made and entered into as of January 21, 2026, 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, Amendment No. 3, dated as of December 20, 2023, and Amendment No. 4, dated as of January 15, 2025 (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 Coastside, 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:

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"A. Salary. The District, agrees to pay Manager an annual base salary effective December 11, 2025, of two hundred sixty-thousand, eight-hundred-fifty-three dollars and eight-four cents (\$260,853.84), 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.** Second Paragraph of Section 5.B., starting with "At the Manager's sole discretion" through and ending with "through December 10, 2020," is amended to read as follows:

"At the Manager's sole discretion, the Manager may elect to decline the District provided medical coverage, provided Manager provides to the Board of Harbor Commissioners acceptable evidence of alternative health and medical coverage. If the District will effect a savings as a result of not having to pay premiums for said coverage, four hundred dollars (\$400) per month of such savings, shall be returned to the General Manager as a bonus payable concurrent with regular payroll in accordance with the procedures accorded other employees of the District."

Section 2. Agreement. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement including applicable amendments outlined in Amendments 1, 2, 3, and 4 shall remain in full force and effect.

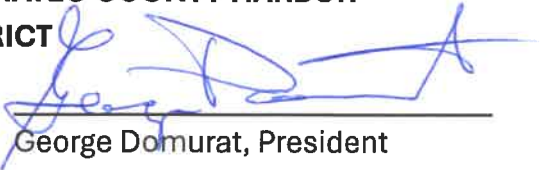
Signature on the following page.

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IN WITNESS WHEREOF, the parties have executed this Agreement on April 15, 2026.

**SAN MATEO COUNTY HARBOR
DISTRICT**

By:


George Domurat, President

Manager

By:


James B. Pruet

