

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT
FOR THE FIRE CHIEF OF THE
MENLO PARK FIRE PROTECTION DISTRICT

THIS FIFTH AMENDMENT is made and entered into as of June 17, 2025, by and between the Menlo Park Fire Protection District ("District"), a public agency, and Mark Lorenzen ("Mr. Lorenzen").

RECITALS

WHEREAS, the District hired Mr. Lorenzen to be Fire Chief of the District and entered into an Employment Agreement dated December 21, 2021; and

WHEREAS, the Employment Agreement has previously been amended to accurately state the CalPERS retirement formula applicable to Mr. Lorenzen (the First Amendment); to include an additional stipend and to adjust the District's contribution to Mr. Lorenzen's 401a plan (the Second Amendment); and to adjust the term of the Employment Agreement as well as other terms including adjustment of compensation after an annual performance review (the Third Amendment), and to further adjust Mr. Lorenzen's compensation (the Fourth Amendment); and

WHEREAS, after completing Mr. Lorenzen's performance review, the District wishes to increase Mr. Lorenzen's annual salary and adjust the term of the Employment Agreement; and

WHEREAS, at its regular meeting on June 17, 2025, the District's Board of Directors approved this Fifth Amendment.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Article 1.1 of the Employment Agreement, entitled "Term" under the heading "Term of Employment," is amended to extend the term of the Employment Agreement and reads, in its entirety, as follows:

Term. The District hereby appoints Mr. Lorenzen to serve as Fire Chief commencing on February 7, 2022, and Mr. Lorenzen agrees to serve in this capacity through June 30, 2028 unless otherwise extended as set forth below. Mr. Lorenzen is an at-will employee who serves at the pleasure of the District's Board of Directors ("Board").

Beginning on July 1, 2028, the Agreement will automatically be extended by one year periods unless the District notifies Mr. Lorenzen by March 1 of each year (beginning in 2028) of its decision not to extend the Agreement. For avoidance of doubt, a determination not to extend the Agreement will result in the Agreement expiring, and is not a termination entitling Mr. Lorenzen to severance pay as set forth in Section 6.2.

2. Article 3.1 of the Employment Agreement, entitled "Annual Base Salary" under the heading "Compensation," is amended to increase Mr. Lorenzen's salary and reads in its entirety as follows:

Annual Base Salary. Commencing on July 1, 2025, Mr. Lorenzen's compensation will consist of an annual base salary of \$380,031. The District will pay Mr. Lorenzen in installments at the same time and the same manner as the District's other management employees are paid.

3. Except as expressly modified by the First through Fifth Amendments, all terms and conditions of the Employment Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first indicated above.

By: 
Mark Lorenzen

MENLO PARK FIRE PROTECTION
DISTRICT

By: 
Robert Jones
President, Board of Directors