

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

THIS THIRD AMENDMENT is made and entered into as of July 18, 2023, 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); and subsequently amended to include an additional stipend, and to adjust the District's contribution to Mr. Lorenzen's 401a plan (the Second Amendment); and

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

WHEREAS, at its regular meeting on July 18, 2023, the District's Board of Directors approved this Third 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 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, 2027 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, 2027, the Agreement will automatically be extended by one year periods unless the District notifies Mr. Lorenzen by March 1 of each year (beginning in 2027) 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.

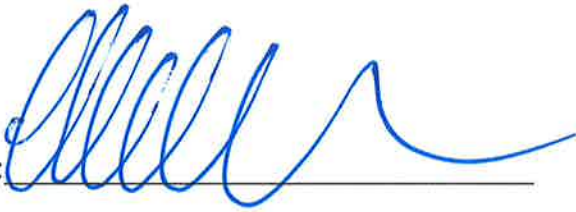
2. Article 3.1 of the Employment Agreement, entitled "Annual Base Salary" under the heading "Compensation," is amended to increase Mr. Lorenzen's salary and reads in its entirety as follows:

Annual Base Salary. Commencing on July 19, 2023, Mr. Lorenzen's compensation will consist of an annual base salary of \$333,800. 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. Article 6.1 of the Employment Agreement, entitled "Termination Upon Notice By Either Party" is amended to replace the reference to 60 days' notice with 120 days' notice—all other terms of Article 6.1 remain unchanged.
4. Article 6.2 of the Employment Agreement, entitled "Severance Pay Upon Termination by the District Other Than For Cause" is amended to replace the reference to a lump sum payment of three months with a lump sum payment of six months—all other terms of Article 6.2 remain unchanged.

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

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

By: 
Mark Lorenzen

MENLO PARK FIRE PROTECTION
DISTRICT

By: 
Virginia Chang Kiraly
President, Board of Directors