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

THIS FIRST AMENDMENT is made and entered into as of March 15, 2022, 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 did not accurately state the CalPERS retirement formula applicable to Mr. Lorenzen; and

WHEREAS, Mr. Lorenzen is considered a new member under the District's CalPERS program.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Section 4.4 of the Employment Agreement, titled Retirement, is replaced in its entirety with the following paragraph:

4.4 Retirement. Mr. Lorenzen will be afforded pension benefits as a new member under the District's CalPERS retirement formula applicable to employees hired on or after January 1, 2013 ("Safety Pension Group B"), at the level of 2.7% at age 57 (2.7%@57), with a three (3) year final compensation period. Pursuant to the Compensation Plan, Mr. Lorenzen will pay the employee contribution required by the Public Employees' Pension Reform Act (PEPRA), calculated at fifty percent (50%) of the normal cost. The District will make its full employer contribution to CalPERS.

Except as expressly modified by this First Amendment, 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.

DISTRICT

By: Mark Lorenzen, Fire Chief

Charles D. Bernstein, Board President

MENLO PARK FIRE PROTECTION