

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

THIS SECOND AMENDMENT is made and entered into as of August 16, 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, on March 15, 2022, the Employment Agreement was amended to accurately state that Mr. Lorenzen is considered a new member ("PEPRA Member") under the District's CalPERS retirement program (the First Amendment); and

WHEREAS, to address the effects of Mr. Lorenzen's status as a PEPRA Member on the original terms of the Employment Agreement, the District wishes to adjust Mr. Lorenzen's total compensation, in particular by adding a "PEPRA Member Stipend" and by adjusting the amount the District contributes on behalf of Mr. Lorenzen to the District's 401(a) defined contribution plan ("401(a) Plan"); and

WHEREAS, at its regular meeting on August 16, 2022, the District's Board of Directors approved this Second Amendment.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Article 4 of the Employment Agreement, titled Employee Benefits, is amended to add new Sections 4.6 and 4.7 as follows:

4.6 401(a) Plan Contribution.

Annually, the District will contribute the maximum amount it determines is permissible under the California Public Employees' Retirement Law, subject to the annual addition limit under Internal Revenue Code section 415(c) as determined by the IRS, and to the extent such amount does not exceed the "PEPRA Differential" defined in Section 4.7, below, on behalf of Mr. Lorenzen to the District's 401(a) Plan, such amount to be contributed on a prorated basis during each payroll period in the calendar year. For the 2022 calendar year, this amount will be contributed on a prorated basis during each payroll period remaining in the calendar year after the adoption date of the 401(a) Plan. Mr. Lorenzen shall not have a vested right to continue receiving this employer contribution.

4.7 PEPRA Member Stipend.

Each January, the District will determine the difference between the amount the District would be required to contribute to CalPERS on behalf of Mr. Lorenzen for the calendar year if he were

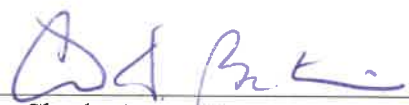
not a PEPR Member, and the amount required to be contributed to CalPERS on his behalf for the calendar year, such amounts to be calculated using both his annual base salary and the applicable CalPERS contribution rates as of January 1 (the "PEPRA Differential"). In each calendar year, the District will pay Mr. Lorenzen a stipend in the amount of the difference between the PEPRA Differential for the calendar year and the amount contributed to the District's 401(a) Plan pursuant to Section 4.6 for the calendar year. The District will pay the stipend on a prorated basis during each payroll period in the calendar year. For the 2022 calendar year, the District will calculate the amount of the stipend as of the effective date of the Employment Agreement and will pay the stipend on a prorated basis during each payroll period remaining in the calendar year after the effective date of this Second Amendment. Mr. Lorenzen will be responsible for any income tax or any other taxes resulting from such stipend.

Except as expressly modified by the First and Second 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: 
Charles D. Bernstein
President, Board of Directors