

**AMENDMENT-2 TO
EMPLOYMENT AGREEMENT BETWEEN
MORAGA-ORINDA FIRE DISTRICT AND DAVID WINNACKER**

This Amendment to the Agreement is made and entered into as of the effective date, by and between the Moraga-Orinda Fire District ("District") and David Winnacker ("Employee" or "Fire Chief"), becoming effective January 1, 2019 (the "Effective Date"), with respect to terms and conditions of employment of Employee as Fire Chief for the District.

Recitals

A. The District and David Winnacker are parties to that certain Employment Agreement, dated December 20, 2017, which provided for an annual base salary of \$215,000.

B. The Employment Agreement provides that Employee's future annual salary adjustments shall be largely based on performance against mutually agreed upon objectives as determined by the Board following the annual written performance evaluation.

C. The Employment Agreement provides for medical and dental plan contributions of the same amount as other safety employees. The parties now desire to clarify these sections to provide medical and dental plan contributions of the same amount as employees represented by the Moraga-Orinda Fire Chief Officers' Association.

D. The parties now desire to amend the Employment Agreement to increase the Employee's annual base salary.

AMENDMENT

Section 5.1. Salary of the Agreement is hereby amended to read as follows:

Section 5.1. Salary.

District agrees to pay Employee for Employee's services on an annual base salary of \$236,500 payable in installments at the same time and in the same manner as other employees of the District are paid. A 414 (h) 2 provision will be added to this base salary (currently 3.91% of base salary) that is consistent with the District's 414 (h) 2 Program, subject to the Employee paying 100% of the employee retirement contribution. Unless otherwise specified herein, Employee shall receive all normal and customary health, welfare and retirement benefits provided to all safety employees of the District unless otherwise provided herein. Employee's future annual salary adjustments shall be largely based on performance against mutually agreed upon objectives as determined by the Board following the annual written performance evaluation.

Section 5.10. is hereby amended to read as follows:

Section 5.10. Medical Plan Contribution.

The District will contribute the same amount per month for Employee's medical benefits than what is provided to employees in the Moraga-Orinda Fire Chief Officers' Association for medical benefits as of the Effective Date. If the District's medical benefit contribution for employees in the Moraga-Orinda Fire Chief Officers' Association increases or decreases during the term of this Agreement, the District's contribution for Employee's medical benefits shall increase or decrease in an equal amount.


Section 5.11. is hereby amended to read as follows:

Section 5.11. Dental Plan Contribution.

The District will contribute the same amount per month for Employee dental benefits and will provide Employee with the same increase or decrease in dental benefit contributions as all other employees in the Moraga-Orinda Fire Chief Officers' Association.

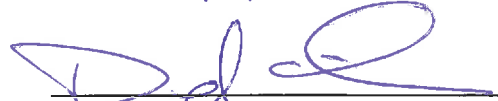
"District"

Dated: 4/23/2019

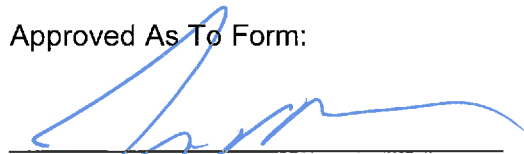

Steven Danziger, President

"Employee"

Dated: 4/19/19


David Winnacker

Approved As To Form:


Jonathan Holtzman
District Counsel