

RESOLUTION NO. 24-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MORAGA-ORINDA FIRE PROTECTION DISTRICT ADOPTING AMENDMENT-
6 TO EMPLOYMENT AGREEMENT BETWEEN MORAGA-ORINDA FIRE
DISTRICT AND DAVID WINNACKER**

WHEREAS, the Moraga-Orinda Fire Protection District (“District”) hired David Winnacker (“Employee”) as Fire Chief effective December 20, 2017; and

WHEREAS, the District and the Employee agreed with respect to terms and conditions of employment of Employee as Fire Chief for the District; and

WHEREAS, the terms and conditions of employment are detailed in the Employment Agreement dated December 20, 2017 (“Employment Agreement”); and

WHEREAS, the Employee has notified the Board he is ending employment with the District effective December 30, 2024; and

WHEREAS, the parties now desire to amend the Employment Agreement to authorize a one-time retention bonus to be paid upon termination of employment, earned for service from January 1, 2020 through December 10, 2022, to be payable upon termination on any date on or after December 20, 2024, to authorize payment for deployment as part of the OES Mutual Aid System without geographic limitation effective July 1, 2024, and to permit payment for deployment as part of the OES Mutual Aid System at the same time as his final paycheck if reimbursement is not received prior to the conclusion of Fire Chief Winnacker’s employment.

NOW THEREFORE BE IT RESOLVED, the District and Employee agree to voluntarily reopen the Employment Agreement to authorize the following:

- The one-time retention bonus included in Amendment 3 of \$75,000 to be paid upon termination of employment, earned for service from January 1, 2020 through December 20, 2022, which was extended pursuant to Amendment 5, shall be payable upon termination on any date on or after December 20, 2024.
- Amendment 3 provides that Employee may be paid for deployment as part of the OES Mutual Aid System to Northern California fires and may be paid his regular hourly rate for hours in excess of 8 per day and on weekends, provided such compensation is reimbursed to the District by third parties, minus any administrative fees due to the District. Effective July 1, 2024, this provision shall also apply to Employee’s deployment to wildfires without geographic limitation. Recognizing that the District generally receives reimbursement for such activities in arrears due to the time required by state agencies to process submissions, if reimbursement is not received prior to the conclusion of Employee’s employment, the Administrative Services Director is authorized to calculate the amount owed by OES for such services, and pay the amount due to Employee as part of or at the same time as his final paycheck.
- Pursuant to state law and CCCERA regulations, neither of the above payments will be included in Employee’s final compensation for the purpose of retirement calculations.

Resolution 24-14

Dated: October 16, 2024

BE IT FURTHER RESOLVED, except to the extent expressly provided herein, all other terms of the Employment Agreement between Moraga-Orinda Fire District and David Winnacker including amendments 1-5 shall remain unchanged.

PASSED, APPROVED and ADOPTED this 16th day of October 2024 at the regular meeting of the District Board of Directors held at 26 Orinda Way, Orinda California 94563 on motion made by Director Jorgens seconded by Director Danziger and duly carried with the following roll call vote:

AYES: DIRECTORS DANZIGER, HASLER, JEX, JORGENS, AND ROEMER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Mike Roemer
Mike Roemer (Oct 28, 2024 12:44 PDT)

Michael Roemer, President
Board of Directors

I certify that this is a full, true and correct copy of the original document which is on file in my office, and that was passed and adopted by the Moraga-Orinda Fire Protection District on the date shown.

ATTEST:

Marcia Holbrook
Marcia Holbrook
District Secretary/District Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jonathan V. Holtzman
Jonathan Holtzman (Oct 29, 2024 15:38 PDT)
Jonathan V. Holtzman
District Counsel

Dave Winnacker
Dave Winnacker (Oct 28, 2024 19:42 PDT)
Dave Winnacker, Fire Chief











24-14 Resolution Fire Chief Employment Agreement Amendment No. 6

Final Audit Report

2024-10-29

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"24-14 Resolution Fire Chief Employment Agreement Amendme nt No. 6" History

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✔ Agreement completed.

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**AMENDMENT-6 TO
EMPLOYMENT AGREEMENT BETWEEN
MORAGA-ORINDA FIRE DISTRICT AND DAVID WINNACKER**

This Amendment to the Agreement is made and entered into on October 16, 2024 ("Effective Date"), by and between the Moraga-Orinda Fire District ("District") and David Winnacker ("Employee" or "Fire Chief").

Recitals

- A. The District and David Winnacker are parties to an Employment Agreement dated December 20, 2017. That agreement was amended effective June 1, 2018 to clarify certain terms related to military service (Amendment 1). The Agreement was amended again effective January 1, 2019 to increase Winnacker's annual salary and clarify certain terms related to medical and dental insurance (Amendment 2). The Agreement was amended again effective January 1, 2020 to increase Winnacker's annual salary, provide a retention incentive and provide compensation for third party reimbursed participation in OES Master Mutual Aid (Amendment 3); The Agreement was amended again effective August 18, 2021 to increase Winnacker's annual base salary, increase administrative leave and modify provisions providing compensation during military leave. The Agreement was amended again effective April 20, 2022 to increase Winnacker's annual base salary and to permit Winnacker to engage in certain consulting activities.
- B. The parties now desire to amend the Employment Agreement to modify the date of service upon which a previously earned retention bonus shall be payable, to authorize payment to Winnacker hourly wages earned due to service in excess of 40 hours per week on wildfires, where such funds have been or will be reimbursed to the District by third parties, and to amend the area in which Winnacker may deploy on wildfire assignments.

AMENDMENT

1. The one-time retention bonus included in Amendment 3 of \$75,000 to be paid upon termination of employment, earned for service from January 1, 2020 through December 20, 2022, which was extended pursuant to Amendment 5, shall be payable upon termination on any date on or after December 20, 2024.
2. Amendment 3 provides that Winnacker may be paid for deployment as part of the OES Mutual Aid System to Northern California fires and may be paid his regular hourly rate for hours in excess of 8 per day and on weekends, provided such compensation is reimbursed to the District by third parties, minus any administrative fees due to the District. Effective July 1, 2024, this provision shall also apply to Winnacker's deployment to wildfires without geographic limitation. Recognizing that the District generally receives reimbursement for such activities in arrears due to the time required by state agencies to process submissions, if reimbursement is not received prior to the conclusion of Winnacker's employment, the Administrative Services Director is authorized to calculate the amount owed by OES for such services, and pay the amount due to Winnacker as part of or at the same time as his final paycheck.
3. Pursuant to state law and CCCERA regulations, neither of the above payments will be included in Winnacker's final compensation for the purpose of retirement calculations.

Except to the extent expressly provided herein, all other terms of the Employment Agreement between Moraga-Orinda Fire District and David Winnacker including amendments 1-5 shall remain unchanged.

“District”

Dated: Oct 29, 2024

Mike Roemer
Mike Roemer (Oct 29, 2024 12:05 PDT)

Michael Roemer, President

Approved as To Form:

JVH
Jonathan V. Holtzman (Oct 29, 2024 15:37 PDT)

Jonathan V. Holtzman
District Counsel

“Employee”

Dated: Oct 29, 2024

Dave Winnacker
Dave Winnacker (Oct 29, 2024 10:17 PDT)

David Winnacker










DWinnacker Contract Amendment 6 Approved 101624

Final Audit Report

2024-10-29

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