



# TOWN OF FAIRFAX

## STAFF REPORT

### September 1, 2021

**TO:** Mayor and Town Council

**FROM:** Adam Politzer, Interim Town Manager  
Janet Coleson, Town Attorney

**SUBJECT:** Adopt First Amendment to Employment Agreement with Rico Tabaranza

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#### **RECOMMENDATION**

Adopt First Amendment to Employment Agreement with Rico Tabaranza for a one-time, \$3500 non-PERSable payment.

#### **BACKGROUND**

On July 7, 2021, the Fairfax Town Council approved a side letter with the Fairfax Police Officers Association (“POA”) for a one-time, nonPERSable payment of \$3500 for all POA members. The Town Council intends for the Police Chief, even though not a member of the POA, to receive the same one-time, nonPERSable payment of \$3500.

#### **DISCUSSION**

The Town Council has previously approved a one-time, nonPERSable payment of \$3500 for all POA members. The Council intends for the Police Chief to receive the same one-time payment. An amendment to the Police Chief’s employment agreement is required to include the Police Chief in this one-time payment. The First Amendment to the Employment Agreement between the Town of Fairfax and Rico Tabaranza providing for this one-time payment of \$3500 is attached and ready for adoption.

#### **FISCAL IMPACT**

There is a one-time fiscal impact of \$3500 upon approval of the First Amendment to the Employment Agreement with Rico Tabaranza.

#### **ATTACHMENT**

First Amendment to the Employment Agreement

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (“First Amendment”) is made and entered into as of the 1st day of September 2021, by and between the Town of Fairfax (“Town”) and Rico Tabaranza (“Employee”).

**RECITALS**

- 1. Town and Employee entered into an Employment Agreement, effective as of July 1, 2021, whereby the Town employed Employee as its Police Chief (“Employment Agreement”).
- 2. On August 4, 2021, via a side letter, the Town agreed to provide the Fairfax Police Officers Association members with a nonPERSable payment in the amount of \$3,500.00.
- 3. The Town wishes to provide the same additional compensation to Employee.
- 4. It is the desire of the Town Council to amend the Employment Agreement to continue to employ the services of Employee as its Police Chief with the additional one-time compensation provided below:

**NOW, THEREFORE, IN CONSIDERATION OF PERFORMANCE BY THE PARTIES OF THE COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE TO AMEND THE EMPLOYMENT AGREEMENT AS FOLLOWS:**

- 4. The Parties hereby amend the Employment Agreement to add the following one-time payment:

**Supplemental Payment.** On the next regularly scheduled payday following approval of this First Amendment, the Town will issue a payment in the amount of \$3,500.00 (subject to all applicable deductions and withholdings) to Employee. This is not a PERSable payment.

- 5. Except as amended in this First Amendment, the terms and conditions of the Employment Agreement remain the same.

On Behalf of the Town of Fairfax

Accepted by:

\_\_\_\_\_  
Adam Politzer, Interim Town Manager

\_\_\_\_\_  
Rico Tabaranza, Police Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_