

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:

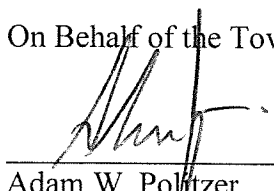
NOW, THEREFORE, IN CONSIDERATION OF PERFORMANCE BY THE PARTIES OF THE COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE TO AMEND THE EMPLOYMENT AGREEMENT AS FOLLOWS:

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.

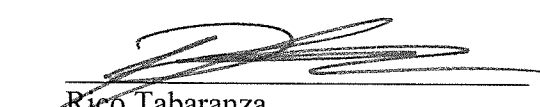
5. Except as amended in this First Amendment, the terms and conditions of the Employment Agreement remain the same.

On Behalf of the Town of Fairfax


Adam W. Politzer
Interim Town Manager

Date: 9/3/2021

Accepted by:


Rico Tabaranza
Police Chief

Date: 09/03/2021