

FIRST AMENDMENT TO TOWN MANAGER EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO TOWN MANAGER EMPLOYMENT AGREEMENT (this "First Amendment"), is made and entered into this 26th day of March, 2024, to be effective as of the 3rd day of February, 2024, by and between the TOWN OF FRISCO, a Colorado municipal corporation, hereinafter referred to as "Town" and THOMAS C. FISHER, hereinafter referred to as "Manager."

WHEREAS, the Town and Manager entered into that certain Town Manager Employment Agreement on or about August 9, 2022, (the "Agreement"); and

WHEREAS, as a result of the Manager's annual performance evaluation, the Town and the Manager desire to amend the terms of the Agreement as set forth in this First Amendment.

NOW THEREFORE, in consideration of the foregoing and of the following mutual covenants and conditions and of the covenants and conditions of the Agreement, the Town and the Manager agree that this First Amendment shall amend the Agreement as follows:

1. Paragraph 4.1 of the Agreement is hereby amended so as to read in its entirety as follows:

4.1 Town agrees to pay Manager for his services rendered pursuant hereto an annual base salary of Two-Hundred Nineteen Thousand Four-Hundred and Forty Dollars (\$219,440.00), payable in installments at the same time as other employees of the Town are paid.

2. All capitalized terms used in this First Amendment shall have the same meaning as provided in the Agreement.

3. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Town of Frisco, Colorado has caused this First Amendment to Town Manager Employment Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk, and Manager has signed and executed this First Amendment, both in duplicate, to be effective as of the date and year first above written.

TOWN OF FRISCO

Hunter Mortensen, Mayor

ATTEST:

Stacey Nell, Town Clerk

Thomas C. Fisher, Manager