

**FOURTH AMENDMENT TO TOWN MANAGER EMPLOYMENT AGREEMENT  
BETWEEN THE TOWN OF HIGHLAND BEACH  
and MARSHALL LABADIE**

This fourth amendment to agreement is made and entered into this 21<sup>st</sup> day of August, 2025, by and between the Town of Highland Beach, (hereinafter referred to as “Town”) and Marshall Labadie (hereinafter referred to as “Employee”).

**WHEREAS**, on September 04, 2018, the parties entered into an Employment Agreement; and,

**WHEREAS**, on August 29, 2019, the parties approved the First Amendment to the Employment Agreement; and,

**WHEREAS**, on September 15, 2020, the parties approved the Second Amendment to the Employment Agreement; and,

**WHEREAS**, on September 6, 2022, the parties approved the Third Amendment to the Employment Agreement; and,

**WHEREAS**, the parties have decided to amend said Agreement based upon the superior performance and outstanding leadership of the Town Manager as evaluated by the Town Commission.

**NOW THEREFORE**, the parties intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. *Section IV. Term, A.* of the Agreement is amended to add the following provision, with the remainder of Section IV. Term, A. remaining in full force and effect:

Effective October 1, 2025, the Agreement shall remain in full force until September 30, 2030, and shall automatically be renewed for successive five-year terms unless notice that the Agreement shall terminate is given by either party at least ninety (90) days prior to the end of the contract term or unless otherwise terminated by the EMPLOYER or Town Manager as provided in Section V of this Agreement.

2. *Section VI. Compensation, C. 4. Retirement Contribution* of this Agreement is amended to increase the existing contribution to Lincoln Financial 401 (a) Plan No. 100074 by an additional 10% of the Town Manager’s Base Salary per year, up to the maximum allowed by federal, state and/or local law, rule, regulation and/or ordinance with the remainder of *Section VI. Compensation, C. 4, Retirement Contribution* remaining in full force and effect.
3. *Section VI Compensation, A. Base Salary*, of the Agreement is amended to add the following provision with the remainder of *Section VI. Compensation, A. Base Salary*, remaining in full force and effect:

Effective October 1, 2025, the Town agrees that the EMPLOYEE’s Base Salary shall be

increased by \_\_\_\_% of EMPLOYEE's annual Base Salary.

4. In all other respects, the provisions of the Employment Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Fourth Amendment to the Employment Agreement to be executed by their duly authorized officials.

Signed in the presence of:

TOWN OF HIGHLAND BEACH, FLORIDA

BY: \_\_\_\_\_  
MAYOR, NATASHA MOORE

EMPLOYEE

\_\_\_\_\_  
MARSHALL LABADIE

ATTEST:

\_\_\_\_\_  
LANELDA GASKINS, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
LEONARD G. RUBIN, TOWN ATTORNEY