

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

This third amendment to agreement is made and entered into this 6th day of September 6, 2022, 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, the parties have decided to amend said Agreement based upon the superior performance 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, 2022, the Agreement shall remain in full force until September 30, 2026, or unless otherwise terminated by the EMPLOYER or Town Manager as provided in Section V of this Agreement.

2. *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, 2022, and pursuant to *Section VI*, the Town agrees that the EMPLOYEE’S existing annual Base Salary shall be increased by ___% of EMPLOYEE’S annual Base Salary.

3. *Section VI. Compensation, C. 4. Retirement Contribution* of this Agreement is amended to add the following provision to modify the contribution amount with the remainder of *Section VI. Compensation, C. 4, Retirement Contribution* remaining in full force and effect:

Effective October 2, 2022, the Town shall contribute 20% of the Employees annual Base Salary, up to the maximum allowed by federal, state and/or local law, rule, regulation, and/or ordinance into the existing ICMA-RC 401 (a) Plan No. 100074.

4. *Section VI. Compensation, C. 5. Vehicle Allowance* of the Agreement is amended as follows:

~~In lieu of an official vehicle, EMPLOYER shall provide EMPLOYEE with a monthly car allowance of six hundred (\$600.00) in full payment of any expense arising from this employment, providing EMPLOYEE maintains personal comprehensive car insurance coverage for property damage and bodily injury consistent with the EMPLOYER's current automobile policy limits. EMPLOYEE shall be responsible for any tax consequences relating to such car allowance. EMPLOYER shall reimburse EMPLOYEE at the IRS standard mileage rate for any business use of the vehicle beyond Palm Beach County. EMPLOYEE shall be provided an automobile owned (or leased) in accordance with the Town's procurement process.~~

5. *Section VII. Performance Evaluation* the following:

Effective upon approval of this Amendment, Employee shall be eligible to fully participate in any Performance Bonus Program ("Program") implemented for all other employees and under the same terms and conditions as such other employees. Where the Employee has notified employees that a Performance Bonus will be awarded under the Program for an upcoming Evaluation Period, as defined by the Program, the Employee shall be eligible for same. If no written Performance Evaluation is provided to Employee in accordance with the Program, Employee shall be deemed to have met the minimum qualifications for receiving the Performance Bonus if employed by the Town at the time payment is made.

6. 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 Second 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, DOUG HILLMAN

EMPLOYEE

MARSHALL LABADIE

ATTEST:

LANELDA GASKINS, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

GLEN J. TORCIVIA, TOWN ATTORNEY