

EMPLOYMENT AGREEMENT - MICHAEL HELFRICH

This Agreement, made and entered into this ____ day of _____, 2026, by and between the City of Madeira Beach, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and Michael Helfrich, hereinafter called "Manager," both of whom understand as follows:

WITNESSETH:

WHEREAS, Article V of the City Charter establishes the position of City Manager who shall be fully engaged in work for the City and shall serve at the pleasure of the Board of Commissioners of the City of Madeira Beach; and

WHEREAS, the Board of Commissioners ("BOC") selected Manager at a public meeting on _____, 2026 and desires to employ the services of Michael Helfrich as City Manager of the City of Madeira Beach as provided within the City Charter; and

WHEREAS, it is the desire of the BOC to provide certain benefits, establish certain conditions of employment, to set working conditions and set the framework and context for the relationship which shall exist between the City and Manager; and

WHEREAS, it is the desire of the Commission to: 1) retain the services of Michael Helfrich as Manager and to provide inducement for him to remain in such employment; 2) make possible full work productivity by assuring Manager's morale and peace of mind with respect to future security; 3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Manager; and 4) provide a just means for terminating Manager's services; and

WHEREAS, Michael Helfrich desires to serve as City Manager of City, and

WHEREAS, the BOC and Manager have mutually negotiated and agreed to the terms of this agreement.

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

SECTION 1. DUTIES

City hereby agrees to employ Manager to perform the duties specified in Article V, Section 5.4 of the City Charter and to perform other legally permissible and proper duties and functions as the BOC may from time-to-time assign.

SECTION 2. TERM AND EFFECTIVE DATE

A. City and Manager agree to the exclusive employment of Manager. Manager's start date will be _____, 2026. The term of this Agreement shall be for an initial period of three (3) years from _____, 2026, to _____, 2029. This Agreement may be amended, extended, or terminated by the parties, in accordance with the provisions of this Agreement unless terminated or resigned pursuant to Sections 2, 7 and 8, herein. If either party does not wish to renew this Agreement, they must give sixty (60) days prior to expiration of this Agreement.

B. Regarding outside activities, the employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching and consulting opportunities with the understanding that such arrangements shall not

constitute interference or a conflict of interest with Manager's responsibilities under this Agreement, and such arrangements shall only be undertaken following authorization by the BOC.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of BOC to terminate the services of Manager at any time, subject to the provisions set forth in Article V, Section 5.4 of the City Charter, and Sections 2.A. and 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manager to voluntarily resign at any time from his position with City, in accordance with the provisions set forth in Sections 2.A. and 8 of this Agreement.

E. This Agreement shall take effect upon approval by BOC and the date first entered above.

SECTION 3. SALARY

A. City agrees to pay Manager an annual base salary of One Hundred Eighty-Five Thousand Dollars (\$185,000.00), payable in accordance with the City's payroll procedures.

B. Following six (6) months of employment, the BOC shall conduct an initial performance evaluation of Manager in accordance with Section 9 and Exhibit A. After the individual written evaluations have been publicly presented and made part of the record, the BOC shall, by majority vote at a duly noticed public meeting, determine whether Manager has satisfactorily completed the initial six-month review for purposes of the initial salary adjustment. Upon approval by majority vote, Manager's annual base salary shall be increased to One Hundred Ninety Thousand Dollars (\$190,000.00), effective on the first payroll period following such vote. In the event the BOC fails to conduct the initial performance evaluation within seven (7) months of the start date, the salary increase to \$190,000 shall be deemed approved effective on the first payroll period following such date.

C. Thereafter, the BOC shall review the Manager's salary and benefits annually in conjunction with the Manager's performance evaluation and may increase the Manager's base salary and/or benefits at that time.

D. In addition to any merit adjustment approved by the BOC, Manager shall receive any across-the-board cost-of-living adjustment or general wage adjustment approved for City employees, unless the BOC expressly provides otherwise.

E. Manager's base salary shall not be reduced during the term of this Agreement or any renewal thereof.

SECTION 4. BENEFITS

A. Manager shall receive all benefits provided to City employees, as defined in the City's Personnel Rules and Regulations, except as they may be amended by the terms and conditions of this Agreement.

B. Manager shall be entitled to annual vacation leave equal to twenty-five (25) workdays per calendar year, accrued in equal installments each two-week pay period in accordance with the City's normal payroll practices. Upon commencement of employment, Manager shall be advanced ten (10) workdays of vacation leave for use during the initial year of employment. Any advanced vacation leave used by Manager shall be charged against future vacation accruals. Unused vacation leave may be carried forward from year to year. Upon separation from employment. To the extent permitted by law, if Manager separates from employment before earning back any advanced vacation leave used, the City may deduct the value of such unearned advanced leave from Manager's final compensation.

C. City agrees to provide and ensure continuous coverage of health, dental, and vision disability and life insurance for Manager beginning _____, 2026.

1. City shall pay one hundred percent (100%) of health, dental and vision insurance premiums for Manager and his dependents.
2. City shall pay one hundred percent (100%) of long-term disability premium for Manager.
3. City shall pay one hundred percent (100%) of term life insurance policy premium for coverage equal to the Manager's annual salary.

D. Manager shall be entitled to sick leave equal to twelve (12) workdays per calendar year, accrued in equal installments each two-week pay period in accordance with the City's normal payroll practices. Unused sick leave may be carried forward from year to year. Upon separation from employment, Manager shall be paid for twenty-five percent (25%) of earned, accrued, and unused sick leave, to the extent permitted by law.

E. City shall provide to Manager a vehicle allowance in the amount of Six Hundred Dollars (\$600.00) per month to purchase, maintain, and insure Manager's personal vehicle. No City-owned vehicle shall be assigned to Manager for personal, commuting, or routine daily use. Notwithstanding the foregoing, Manager may be transported in a City-owned vehicle, operated by an authorized City employee, for official City business, including site inspections, field visits, emergency operations, meetings, and other work-related purposes.

SECTION 5. RETIREMENT

A. City shall make a contribution of twelve percent (12%) annually, of Manager's base salary, into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust (401[a]) Plan, which after deposit by the City into the ICMA-RC plan can then be rolled over or transferred into another investment plan and/or money market, brokerage account, IRA (traditional etc.) at the sole investment discretion of the City Manager. City agrees to execute all necessary agreements provided by ICMA-RC within sixty (60) days of the date of employment to establish that plan for the City's contributions retroactive to the date of Manager's first pay period. Upon the date of employment Manager shall remain fully vested in the plan at one hundred percent (100%) ownership.

B. In addition to the City's payment to the International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase (401 Plan referenced above), City agrees to execute all necessary agreements provided by ICMA-RC for Manager in the International City/County Management Association (ICMA) 457 Deferred Compensation Plan.

SECTION 6. PROFESSIONAL DEVELOPMENT

Manager shall be a member in good standing of the International City Manager's Association (ICMA) and a member of the Florida City/County Management Association (FCCMA) at all times of employment. If Manager fails to maintain membership in the associations set forth above, City may terminate employment immediately, subject to the provisions of the City Charter and this Agreement. City shall budget and pay for professional dues, subscriptions and certifications necessary for Manager's continuation and membership in national, state and local associations and organizations, including the International City/County Management Association (ICMA) and Florida City/County Management Association (FCCMA). City hereby also agrees to budget and pay the registrations, travel and subsistence, Manager for professional and official travel, conferences and seminars, including one national and one state conference per year up to a total

city contribution of Six Thousand Dollars (\$6,000.00) per year. Professional dues and subscriptions are paid separately and not counted against this cap. Other training consistent with the City Manager position or certifications may be approved by the BOC upon request.

SECTION 7. SUSPENSION, TERMINATION, AND SEVERANCE CONDITIONS

A. CHARTER PROCESS AND DUE PROCESS HEARING. The BOC may suspend, remove, or terminate Manager in accordance with Article V, Section 5.4 of the City Charter. Any due process or name-clearing hearing shall be conducted in accordance with the Charter. Nothing in this Agreement shall be construed to limit or impair the authority of the under the Charter.

B. TERMINATION AND SEVERANCE. In the event Manager is terminated by a majority vote of the during the term of this Agreement, Manager shall be entitled only to the following compensation and benefits, subject to applicable law:

1. Accrued Leave. Payment at Manager's then-current rate of pay for all earned, accrued, and unused annual vacation leave, and payment of twenty-five percent (25%) of earned, accrued, and unused sick leave, to the extent provided elsewhere in this Agreement and permitted by law.
2. Without Cause Severance. If Manager is terminated without cause and not for misconduct as defined in section 443.036(29), Florida Statutes, Manager shall receive severance pay in an amount equal to twenty (20) weeks of Manager's base salary at the then-current rate of pay.
3. For Cause / Misconduct. If Manager is terminated for cause, no severance shall be due except payment of accrued amounts expressly payable under this Agreement. No severance shall be paid if Manager is terminated for misconduct as defined in section 443.036(29), Florida Statutes.

C. FORM OF PAYMENT. Any severance payable under Section 7.B.2 shall be paid in a lump sum or in regular payroll installments, at the City's election, and shall be subject to all lawful withholdings and deductions. Such severance shall constitute the total severance obligation of the City.

D. CONTINUATION RIGHTS. Following termination, Manager may elect continuation of group health coverage to the extent available under applicable law and the City's benefit plans, at Manager's sole cost, unless otherwise required by law.

E. NO ADDITIONAL POST-TERMINATION BENEFITS. Except for accrued amounts expressly payable under this Agreement and any severance payable under Section 7.B.2, the City shall have no obligation to provide post-termination salary, insurance contributions, retirement contributions, or other benefits or perquisites following the effective date of termination.

F. REQUESTED RESIGNATION. If the BOC, by formal majority vote at a duly noticed public meeting, requests Manager's resignation without stating that the request is based on misconduct as defined in section 443.036(29), Florida Statutes, Manager may elect to resign and such resignation shall be treated as a termination without cause solely for purposes of Section 7.B.2.

G. COMPLIANCE WITH FLORIDA LAW. Notwithstanding any other provision of this Agreement, any severance paid under this Agreement shall not exceed the maximum amount permitted by section 215.425, Florida Statutes, as amended from time to time. If any provision of

this Section would result in severance in excess of the amount permitted by law, or otherwise conflict with applicable law or the City Charter, such provision shall be deemed automatically modified and limited to the minimum extent necessary to comply with applicable law and the City Charter.

SECTION 8. RESIGNATION

In the event Manager voluntarily resigns his position with City, Manager shall give the City sixty (60) days advance written notice, unless Commission requests and approves shorter notice. In the event of voluntary resignation, Manager shall be entitled only to payment at Manager's then-current rate of pay for all earned, accrued, and unused annual vacation leave and payment of twenty-five percent (25%) of earned, accrued, and unused sick leave, to the extent permitted by law. Except as provided in Section 7.F, no severance shall be payable upon voluntary resignation.

SECTION 9. PERFORMANCE EVALUATION

The BOC shall conduct an initial performance evaluation of the Manager following six (6) months of employment, using the form attached as Exhibit A. Thereafter, the BOC shall evaluate the Manager annually during the month of the Manager's employment anniversary at a duly noticed public meeting. Each Commissioner shall complete an individual written evaluation. The individual written evaluations shall be publicly presented and made part of the official record. Following such presentation, the BOC shall discuss the evaluations and, by majority vote at the duly noticed public meeting, take any compensation action required or permitted under Section 3. In the event the BOC fails to conduct the annual evaluation within thirty (30) days of the employment anniversary, Manager's performance shall be deemed satisfactory for all purposes under this Agreement.

SECTION 10. MOVING AND RELOCATION EXPENSES

No moving or relocation costs will be provided to Manager.

SECTION 11. OTHER TERMS AND CONDITIONS

A. The City shall provide the Manager with a cellular telephone, laptop computer, or other technologies it deems necessary to complete his duties.

B. In the event of Manager's death while serving in capacity of this Agreement, the City's obligations under this contract shall terminate except for transfer of balances in Manager's retirement accounts, deferred compensation accounts, insurance and all eligible accrued leave, salary, and other benefits, which shall be paid in accordance with this Agreement to his designated beneficiary(s).

C. City shall maintain and pay for a blanket bond and liability insurance policy that protects the Manager from damages and liability on actions, errors or omissions occurring in the performance of his official job responsibilities and duties. To the fullest extent permitted by law, City shall defend and indemnify Manager for acts undertaken in good faith within the course and scope of Manager's employment. The obligations of the City under this subsection shall survive the termination of this Agreement and Manager's employment for any claims arising from acts or omissions during the term of employment.

D. No temporary housing will be provided to Manager.

E. The text herein shall constitute the entire Agreement between the parties.

F. This Agreement has been negotiated and drafted by both City and Manager and shall not be more strictly construed against either party.

G. This Agreement may not be amended except by written Agreement by and between City and Manager.

H. If any provision, or any portion thereof, contained in this Agreement is held to be preempted by state statute or City Charter, unconstitutional, invalid, or unenforceable, that portion of the Agreement shall be deemed severable, and the remainder of this Agreement shall not be affected and shall remain in full force and effect.

I. This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute shall be in the Circuit Court for Pinellas County, Florida.

J. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by either party.

K. Manager shall adhere to the ICMA Code of Ethics as a condition of employment.

L. Prior to initiating any legal action, the parties shall attempt to resolve disputes through non-binding mediation with a mutually agreed mediator, with costs shared equally.

IN WITNESS WHEREOF, the City of Madeira Beach BOC has noticed, voted, and approved this Agreement and have caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the effective day and year first written above.

CITY OF MADEIRA BEACH

ATTEST:

Clara VanBlargan, City Clerk

By: _____
Anne-Marie Brooks, Mayor

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

CITY MANAGER:

Michael Helfrich