

# City of Flagler Beach

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P.O. Box 70 • 105 South 2nd Street  
Flagler Beach, Florida 32136

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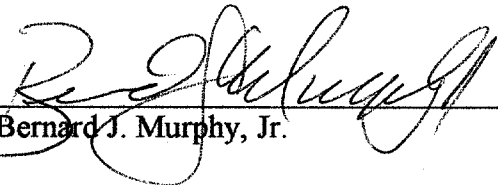
Bernard J. Murphy, Jr.  
105 S. 2<sup>nd</sup> Street  
Flagler Beach, FL 32136

Dear Mr. Murphy:

Pursuant to discussion between yourself, Commissioner Vath and Attorney Cino, you have agreed to stay on as Interim City Manager until May 1, 2009 and thereafter serve on a month to month basis; under the following terms and conditions:

- Your new commencement date with the City will be March 1, 2008;
- Your salary will be \$90,000 per year;
- The City will provide you with a \$600.00 monthly automobile allowance;
- You will not participate in the City's health, life or pension fund;
- The City will contribute \$1500.00 per month to an ICMA 457 deferred compensation plan; in lieu of the 401K plan;
- Each party will provide the other with a 60 day notice of termination or resignation, other than for health reasons for you or your immediate family;
- The City will provide you with four (4) weeks of vacation per year;
- The City will provide you with ten (10) personal days per year;
- You will accrue sick leave at the rate of a normal full time City employee as determined by the personnel code;
- If you are selected for a City Links Project by ICMA, the City agrees to compensate you for your salary, not to exceed 10 working days;
- The City will pay for your expenses for attending the Florida City Manager's Meeting and the Florida League of Cities Conference;

- The city will defend, hold harmless and indemnify you from any and all demands, claims, suits, actions and legal proceedings brought against you in your official capacity as agent or employee of the City, or with regard to any and all demands, claims, suits, actions and legal proceedings brought against you in your individual capacity, which arise out of the performance of any of your duties as Interim City Manager, to the full extent as permitted by the law of the State of Florida. This provision shall survive the term of this letter of understanding and perpetually survive until your death;
- If, after your termination or resignation, you are called upon for consultation, to attend a deposition, trial, hearing, or to otherwise provide services related to or arising out of the performance of any of your duties as Interim City Manager, you shall be compensated at a prorated hourly rate based upon the base salary you received at the time of your termination or resignation. Additionally, if you are required to travel more than 100 miles from City Hall, located at 105 South 2<sup>nd</sup> Street, Flagler Beach, Florida, for these services, you shall be compensated with the per diem established by the City at that time.

  
Bernard J. Murphy, Jr.

2/29/08  
Date

  
Alice M. Baker, Mayor

February 28, 2008  
Date