



CITY COUNCIL AGENDA

DEPT.: Mayor

DATE: July 21, 2021

CONTACT: Josh Cohn, Mayor

AGENDA ITEM: Consideration of employment agreement for City Manager.

FOR THE MEETING OF:

July 22, 2021

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council consider the agreement.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: See attached agreement.



CITY OF RYE

**JOSH COHN
MAYOR**

July __, 2021

Greg Usry
27 Cedar Place
Rye, New York 10580

Re: Employment as City Manager

Dear Mr. Usry:

On behalf of the City Council of the City of Rye (the “City”), I am pleased you have decided to continue to work with the City in the position of City Manager. This letter shall serve to confirm the terms and conditions of your employment agreement (the “Agreement”).

The terms of your employment agreed to between you and the City are as follows:

1. Term: You are appointed and will be employed as City Manager in accordance with the City Charter and Code of the City of Rye, with the exceptions provided in this Agreement. This Agreement will commence on or about August 1, 2021 and will continue until December 31, 2025 unless otherwise terminated or extended as set forth below.

2. Compensation. Your salary will be \$ 215,000 per annum paid in equal installments on the same payroll dates as all other management employees of the City. You will be enrolled in the New York State Retirement System and the City will make contributions to the Retirement System on your behalf. The City Council shall review the Manager’s compensation on an annual basis, in advance of the adoption of its budget. Increased compensation (if awarded) can be in the form of a salary increase and/or bonus.

3. Benefits. You will be continue to be afforded the benefits, including health care coverage, in accordance with the employees in the Administrative Pay Group (“APG”) of the City in accordance with the written APG Policy of the City. Upon the effective date of this Agreement: 1) you will be credited with whatever vacation leave, sick time and personal time you have accrued while serving as Interim City Manager; and 2) you will accrue an additional 20 days of vacation annually, 10 days of sick leave and earn at a rate of 1 ¼ days of sick leave per month thereafter

and 5 days of personal time on an annual basis. Except as otherwise provided in this Agreement, the City Manager shall be entitled to the benefits that are enjoyed by other APG employees.

You may accrue, carry-over and cash-in an amount of vacation and sick leave in accordance with established rules and practice for the APG employees, but in no event shall be entitled to cash in more than three (3) weeks of any unused vacation time in any 12 month period. You shall be entitled to payment for all accrued vacation upon leaving employment with the City in accordance with established rules and practice for other APG employees. You shall not be compensated for any unused sick time, except for any benefit received from the New York State retirement system or any sick leave incentive established for APG employees.

4. Other Benefits. Except as otherwise specifically provided for in this Agreement, you shall be entitled to receive the same benefits available to APG employees in the City relating to holidays, leave, and other fringe benefits and working conditions that may exist or hereafter be amended.

The City agrees to provide health and dental insurance coverage for you and your eligible dependents on the same terms that are offered to other APG employees. During your employment, you will be responsible for 25% of the health insurance premium for the Family Plan capped at 6.5% of your base salary. For dental insurance on the Family Plan, you are responsible for 30% of the premium. In the event you voluntarily resign or are terminated for reasons other than for cause after October 17, 2024, you shall pay 25% of the cost of such health insurance premiums for you and your dependent and 30% of the dental insurance premiums after the cessation of employment. The City shall be responsible for the remaining 75% of the health care insurance premium and 70% of the dental insurance premium.

5. Automobile. You will have use of an automobile provided to you by the City for City business and local travel. The City shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair, and necessary replacement of said automobile.

6. Professional Fees. The City shall budget for and pay for dues and subscriptions for your participation in professional associations necessary to your position as City Manager. In addition, the City shall budget for and pay for travel and subsistence expenses for conferences, meetings and seminars of professional organizations necessary to your position as City Manager as authorized by the City Council.

7. Termination. You shall serve at the pleasure of the City Council. The City Council shall follow the procedures set forth in the Rye City Charter Section C4-8 "Removal" at any time to terminate this Agreement. If you are terminated for cause other than misconduct (governed by City Charter Section C4-8), you shall only be entitled to be paid for the compensation due to you the date of termination and the amount due to you for accrued vacation and sick leave.

Subject to Section 10, nothing in this Agreement shall prevent, limit, or otherwise interfere with your right to resign at any time from your position with the City.

8. Exclusive Employment. You agree to remain in the exclusive employ of the City of Rye, and neither to accept other employment nor to become employed by any other employer.

9. **Hours of Work; Policies in Effect.** As City Manager, you will (1) devote substantially all of your business time and attention (except for such limited reasonable time and attention as is necessary to attend to personal matters), your best efforts, and all of your skill and ability to promote the interests of the City; (2) carry out your duties in a diligent, competent, faithful and professional manner; and (3) comply with the City's policies as in effect and applied generally to the APG group, except to the extent in conflict with this Agreement.

10. **Notice Upon Resignation.** You have agreed to provide the City Council with written notice ninety (90) days in advance of your separation date if you decide to resign as City Manager.

11. **Severance Pay.** In the event that the City Manager's employment is terminated for reasons other than for cause, the City Manager is entitled to 3 months' salary.

12. You and the City agree that this Letter sets forth all of the terms and conditions of your employment with the City.

13. You represent that you have had a full opportunity to consult with your attorney or representative before executing this Agreement and that you have read it carefully and fully understand its contents.

14. You also acknowledge and agree that this Letter sets forth the entire Agreement between you and the City and supersedes any and all prior or contemporaneous agreements, conversations, discussions and/or negotiations which have been held or taken place regarding your appointment and the terms of your employment as City Manager.

15. You also represent and agree that neither the City or any of its elected or appointed representatives, agents or attorneys, including but not limited to the Mayor or any member of the City Council have made any representations concerning the terms and effects of this Agreement other than specifically contained in this Letter.

16. You and the City agree that this Agreement including this paragraph, may not be amended, modified or changed in any way except in a writing signed by you and the Mayor.

17. This Agreement, including this paragraph, may not be modified orally.

18. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in force and effect.

19. If the above meets with your understanding of the terms and conditions of your appointment and employment as City Manager, please sign below.

On behalf of the City Council and myself as Mayor, we look forward to working with you as City Manager.

Sincerely,

Josh Cohn
Mayor

Greg Usry

(Date)

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