

CITY OF RYE

NOTICE

There will be a Special Meeting of the City Council of the City of Rye on Wednesday, April 29, 2015, at 3:15 p.m. in Council Chambers at City Hall.

AGENDA

1. Pledge of Allegiance.
2. Roll Call.
3. Resolution to appoint an Interim City Manager effective May 1, 2015.
4. Adjournment.

The next regular meeting of the City Council will be held on Wednesday, May 6, 2015 beginning at 7:30 p.m. at the Square House.

** City Council meetings are available live on Cablevision Channel 75, Verizon Channel 39, and on the City Website, indexed by Agenda item, at www.ryeny.gov under "RyeTV Live".

* Office Hours of the Mayor by appointment by emailing jsack@ryeny.gov or contacting the City Manager's Office at (914) 967-7404.



CITY COUNCIL AGENDA

NO. 3

DEPT.: City Council

DATE: April 29, 2015

CONTACT: Mayor Joseph A. Sack

AGENDA ITEM: Resolution to appoint an Interim City Manager effective May 1, 2015.

FOR THE MEETING OF:

April 29, 2015

RECOMMENDATION: That the Council consider the following resolution:

RESOLVED, that the City Council of the City of Rye hereby authorizes the Mayor to sign an employment agreement with Eleanor M. Militana to serve as Interim City Manager effective May 1, 2015.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

City Manager Frank J. Culross has announced his resignation as City Manager effective with the close of business on April 30, 2015. The City Council is asked to authorize Eleanor M. Militana to serve as Interim City Manager effective May 1, 2015.

See attached Agreement.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of April, 2015 (the “Agreement”), by and between, the **CITY OF RYE**, a municipal corporation organized under the laws of the State of New York (the “City”) and **ELEANOR MILITANA** (“Ms. Militana”), both of whom agree and understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Ms. Militana as Interim City Manager of the City; and

WHEREAS, Ms. Militana, desires to continue her employment with the City as Interim City Manager in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Council of the City (the “City Council”) and Ms. Militana, desire to establish, in writing, the terms and conditions of Ms. Militana’s employment with the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

The City hereby agrees to employ Ms. Militana as Interim City Manager of the City to perform the functions and duties specified in the City of Rye City Charter Article 8 and to perform other legally permissible duties and functions as the City Council shall assign, except that notwithstanding the City Charter, Ms. Militana and the City Council agree that Ms. Militana as Interim City Manager will not effectuate any employment decisions with regard to City employees, except in exigent circumstances and upon consultation and agreement with the City Council, in order to allow the new City Manager to make those decisions.

Section 2: Employment/Term

This Agreement shall be effective May 1, 2015, and shall terminate on the date and time when the City Council retains a new City Manager, except that Ms. Militana may terminate this Agreement prior to that date and time for any reason, upon two weeks written notice to the City Council, and except that the City Council may terminate this Agreement prior to that date and time for any reason, upon written notice to Ms. Militana, provided that Ms. Militana be paid severance in the amount of two weeks of salary. Ms. Militana and the City Council also agree that this Agreement supersedes any relevant provisions of the Rye City Charter with regard to the termination of employment or other provisions.

Section 3: Compensation

The City agrees to compensate Ms. Militana for services rendered on a weekly basis, paid on the regular City paydates, in an amount comprised of her current weekly salary before taxes and other deductions (\$2,481.00) plus a weekly stipend of \$1,000.

Section 4: Vacation/Personal Leave/Sick Leave

Ms. Militana's accumulation and use of Vacation, Personal Leave and/or Sick Leave shall not be impacted during her employment as Interim City Manager and she shall be entitled to the same number of days for Vacation, Personal Leave and/or Sick Time that she is currently receiving as the Assistant City Manager.

Except for 3 days already planned, Ms. Militana agrees not to take any additional vacation and/or personal days during the term of the Agreement.

Section 5: Defense and Indemnification

Ms. Militana shall be provided with defense and indemnification against civil actions and proceedings brought against her in accordance with New York State Public Officers Law and the Rye City Code.

Section 6: Other Terms and Conditions of Employment

The City's Human Resources Department shall maintain Ms. Militana's used and unused Vacation Days, Sick Leave, Personal Leave, Worker's Compensation Leave and other paid leave on an annual basis.

Section 7: Hours of Work

Both the City and Ms. Militana recognize that the duties of Interim City Manager require a great deal of time outside of normal office hours. It is also recognized by the parties that Ms. Militana is required to devote the amount of time and energy necessary to carry out her duties and responsibilities with the highest amount of professionalism possible. That being the case, the parties recognize that Ms. Militana shall be allowed to establish an appropriate work schedule with the approval of the Mayor and City Council.

Section 8: General Provisions

- A. This Agreement represents the entire Agreement between the City and Ms. Militana and supersedes any prior written or oral statements, agreements, memoranda, correspondence, conversations, discussions and/or negotiations held or which have taken place between the parties and/or their agents or representatives with respect to the matters covered by this Agreement.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, illegal, invalid or unenforceable, the remainder of this

Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- C. This Agreement, including this Paragraph, may not be altered, amended or modified in any way except by a writing executed by Ms. Militana and the Mayor, authorized by the City Council, to be bound by such alteration, amendment or modification which writing shall expressly reference the fact that the writing is intended to alter, amend or modify this Agreement. This Agreement, including this Paragraph, may not be modified orally.
- D. This Agreement shall be interpreted, construed and enforced according to the laws of the State of New York.
- E. This Agreement shall not become effective unless and until it has been adopted by formal resolution of the City Council.
- F. The City Council and Ms. Militana anticipate that Ms. Militana will return to her current role as Assistant City Manager if this Agreement is terminated as the result of a new City Manager being retained by the City. However, Ms. Militana's employment with the City will then be subject to review and determination by the new City Manager, as it would regardless of this Agreement.

CITY OF RYE

ELEANOR MILITANA

By: _____
Joseph A. Sack
Mayor
Dated: _____

Eleanor Militana
Dated: _____