

THIS EMPLOYMENT AGREEMENT ("Employment Agreement") is made and entered into on this 24 day of April, 2023, by and between the CITY OF LONG BEACH (the "City"), 1 West Chester Street, Long Beach, New York 11561, a municipal corporation duly organized and validly existing under the laws of the State of New York (hereinafter "Employer") and INNA REZNIK, residing at [REDACTED] (hereinafter "City Comptroller"):

WITNESSETH:

WHEREAS, the Employer desires to continue the services of Inna Reznik as City Comptroller of the City of Long Beach, as provided by Section 20 of the Charter of the City of Long Beach; and

WHEREAS, it is the desire of the City Council, the governing board of the Employer (hereinafter "Council"), to provide certain benefits, to establish and to set the working conditions of said City Comptroller, and to memorialize the conditions of the City Comptroller 's employment during the term of her employment; and

WHEREAS, this employment agreement and its terms are entered into pursuant to Section 20.3(a) of the City Charter of the City of Long Beach which Charter provision permits the execution of an employment agreement with the City Comptroller providing terms and conditions of employment different than those set forth in City Charter and the City Personnel Code for appointment to a fixed rather than indefinite term; and

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

Section 1: Duties

The Council hereby agrees to employ Inna Reznik as City Comptroller of the City of Long Beach (hereinafter the "City") to perform the functions and duties specified in the City Charter as the same may be amended from time to time. The City Comptroller shall perform other legally permissible and proper duties and functions as the Council shall from time-to-time assign, or as provided in the City Charter, Sec. 27. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of City Comptroller. The City Comptroller shall follow and implement policy and administrative initiatives and shall adhere to the directives made by the Council. The provisions of this contract shall govern in the event of a conflict between the City Charter and this contract.

Section 2: Term

- A. The City Comptroller's Employment Agreement shall commence on April 24, 2023 and terminate on April 23, 2026, unless further extended or sooner terminated as hereinafter provided. During active employment the City Comptroller will neither accept other employment nor become employed by any other employer until said termination date unless the agreement is sooner terminated as hereinafter provided. The City Comptroller shall devote her full time to the duties of City Comptroller and to the performance of those duties.

successive weeks beyond any accrued sick leave, the Council shall have the option to terminate this Agreement and shall thereupon pay the City Comptroller the cash equivalent of one (1) month's wages.

Section 6: Salary

For services rendered, the City Council agrees to pay the City Comptroller for her services an annual salary of \$198,684.00, and she shall receive a salary increase to \$203,000 for fiscal year 2023-2024 (beginning on July 1, 2023). Further, the City Comptroller shall receive a 2% salary increase for the fiscal year 2024-2025 (beginning on July 1, 2024), and 2% salary increase for the fiscal year 2025-2026 (beginning on July 1, 2025). The City Comptroller's salary and fringe benefits for each year of this agreement and any extension hereof, shall not be diminished.

Section 7: Hours of Work

It is recognized that the City Comptroller will devote a great deal of time outside the normal forty (40) office hours to business of the City and to that end the City Comptroller shall be allowed to establish an appropriate work schedule. There shall be no additional compensation and the City Comptroller shall not be entitled to compensatory time for such services.

Section 8: Benefits

The City Comptroller shall be granted the benefits set forth in Chapter 19 Article II of the Personnel Code of the City of Long Beach except as modified herein.

Section 9: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service postage prepaid, addressed as follows:

(1) To City Manager or Council:	City of Long Beach 1 West Chester Street, Room 506 Long Beach, New York 11561
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(2) To City Comptroller:	Inna Reznik 
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Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 10: Severability

If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect.

- B. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, in accordance with Section 3 below, or modified by written agreement between the parties.
- C. In the event both parties desire to enter into a successor to this Agreement, they agree to negotiate such contract prior to the termination of this Agreement.

Section 3: Termination

- A. This agreement and the City Comptroller's employment may be terminated by the City Manager for any reason, upon thirty (30) days written notice.
- B. In the event the City Manager elects to terminate this Employment Agreement and the City Comptroller's employment pursuant to the foregoing, and more than three (3) months remains in the contractual term set forth herein, the City Comptroller shall be entitled to termination pay equal to three (3) months salary. In the event the City Manager elects to terminate this Agreement and the City Comptroller's employment pursuant to the foregoing, and less than three (3) months remains in the contractual term set forth herein, the City Comptroller shall be entitled to termination pay equal to the equivalent of her salary for the remainder of this Agreement's term. Any termination pay due under this provision shall be made in three (3) equal installments commencing on the 15th day of the first month following termination, and on the 15th day of each month thereafter until paid in full. Any termination pay due under this provision shall be treated as salary with appropriate withholdings taken prior to disbursement. Further, in the event the City Manager elects to terminate pursuant to the foregoing, all medical benefits provided to the City Comptroller including health insurance shall continue until April 23, 2026.
- C. The City Comptroller shall also receive any separation payments for which she is entitled to receive as authorized by the City Personnel Code.
- D. In the event that the City Comptroller's termination is for an act of moral turpitude or the commission of a crime all separation payments and medical benefits, including health insurance, shall not be granted.

Section 4: Resignation

In the event the City Comptroller voluntarily resigns from her position before the expiration of the term of her employment, the City Comptroller shall give the Council at least three months written notice in advance, unless the parties agree otherwise. In the event that the City Comptroller fails to give the Council the aforesaid three (3) months' notice any payments due and owing to the City Comptroller for the cash value of any accrued leave time as provided in the City Personnel Code will be forfeited and not paid.

Section 5: Disability

If the City Comptroller is permanently disabled or is otherwise unable to perform her essential duties because of sickness, accident, injury, mental incapacity or health for a period of four (4)

Attest:



City Clerk

David W. Fraser 4/27/23

Print name and date

Approved as to Form:



Acting Corporation Counsel

Dana Coker 4/17/23

Print name and date

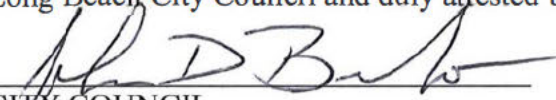
Section 11: Jurisdiction and Dispute Forum

This contract will be construed in accordance with the laws of the State of New York.

Section 12: General Provisions


- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the City Comptroller.
- C. This Agreement shall become effective commencing April 24, 2023.
- D. City Comptroller acknowledges and agrees that City Comptroller was provided the opportunity to have this Agreement reviewed by legal counsel of City Comptroller's choice.
- E. The language of all parts of this Agreement shall be construed as a whole, according to their fair meaning, and not strictly for or against either party, regardless of who drafted them.

IN WITNESS WHEREOF, the City of Long Beach, County of Nassau, State of New York, pursuant to City Council Resolution No. 73/23 dated April 18, 2023 attached hereto and made a part hereof, has caused this Agreement to be signed and executed in its behalf by the President of the Long Beach City Council and duly attested by its City Clerk.

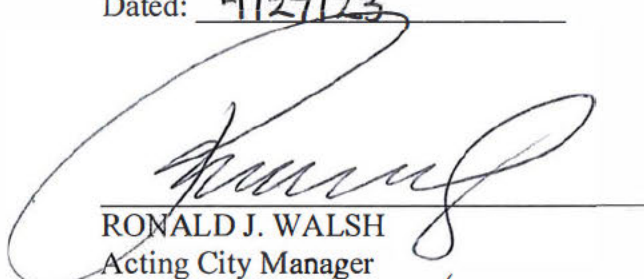

CITY COUNCIL

By: John Bendo

Dated: 4/27/23


INNA REZNIK

Dated: 4/24/23


RONALD J. WALSH
Acting City Manager

Dated: 4/19/23