

REVISED DRAFT FOR CLIENT REVIEW

THIS AGREEMENT is made and entered into on this **26th day of September 2023** (the Commencement Date) by and between the **CITY OF LONG BEACH** (the “City”), 1 West Chester Street, Long Beach, New York, a municipal corporation duly organized and validly existing under the laws of the State of New York (hereinafter “Employer”) and **RONALD J. WALSH, Jr.**, residing at [REDACTED] (hereinafter “**COMMISSIONER OF POLICE**” or “**POLICE COMMISSIONER**”):

WHEREAS, the Charter of the City of Long Beach, New York (the “Charter”) authorizes the City Manager, upon confirmation of the City Council, to affirm the continued appointment of a **COMMISSIONER OF POLICE**; and

WHEREAS, Article 3, Section 20.3(a) of the Charter authorizes the City Council, notwithstanding any contrary provision of the Charter or any ordinance, to enter into a written employment agreement with the **POLICE COMMISSIONER** for a term not to exceed three (3) years and upon such terms and conditions as the City Council shall agree: and

WHEREAS, the City Council wishes to affirm the continued appointment of **RONALD J. WALSH, Jr. as POLICE COMMISSIONER**; and

WHEREAS, the City Council, pursuant to the authority vested in it pursuant to Article 3, Section 20.3 (a) of the Charter, wishes to enter into an employment agreement with **RONALD J. WALSH, Jr.** to set forth the terms and conditions of his employment as **POLICE COMMISSIONER**.

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

Section 1: Duties

The City Council hereby agrees to affirm the continued appointment of **RONALD J. WALSH, Jr.** as **POLICE COMMISSIONER** to perform the functions and duties specified in the Charter and Personnel Code of the City, as the same may be amended from time to time. He shall also serve as the Emergency Manager for the Office of Emergency Management.

Section 2: Term

- A. Except as otherwise provided herein, the **POLICE COMMISSIONER’s** term shall commence on **September 26th, 2023**, and terminate on **September 25th, 2026**, unless further extended or sooner terminated as hereinafter provided.
- B. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified, or extended in accordance with its provisions or by written agreement between the parties.
- C. In the event this Agreement is not extended beyond its three (3) year term prior to its expiration, the **POLICE COMMISSIONER** shall continue in office, but his at-will

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employment status will continue to remain in effect. In such event, salary and benefits shall remain at the same level in effect at the expiration of this Agreement.,

Section 3: Termination

- A. This Agreement and the **POLICE COMMISSIONER'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 Agreement and the **POLICE COMMISSIONER's** employment pursuant to the foregoing, and more than four (4) months remain in the contractual term set forth herein, the **POLICE COMMISSIONER upon return of City owned equipment** shall be entitled to termination pay equal to four (4) month's salary. Any termination pay due under this provision shall be made in four (4) 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, or the parties agree in writing to a single termination payment. Any termination pay due under this provision shall be treated as severance pay with appropriate holdings taken prior to disbursement.
- C. The **POLICE COMMISSIONER** shall also receive any payments he is entitled to receive pursuant to Chapter 19, Article II of the City Personnel Code (vacation, sick, and personal leave accruals, up to the codified or contractual limits).
- D. In addition to the provisions of the City's Personnel Code, in the event of the **POLICE COMMISSIONER's** termination is the result of an act of moral turpitude or the commission of a crime, he will not be entitled to any termination pay, whether under Section 3 of this agreement or the City Personnel Code.
- E. All fringe benefits provided to the **POLICE COMMISSIONER** shall cease on the effective date of termination, subject to applicable law.

Section 4: Resignation

In the event the **POLICE COMMISSIONER** wishes to voluntarily resign from his position before the expiration of the term of employment set forth herein, the **POLICE COMMISSIONER** shall give the City Manager and the City Council at least sixty (60) days advance written notice of such intent unless the parties agree otherwise. In the even the **POLICE COMMISSIONER** fails to give the City Manager and the City Council the advance notice required hereunder, he waives and forfeits his entitlement to payment due him of the cash value of any accrued leave time he may otherwise have been entitled to under the City's Personnel Code.

Section 4A: Retiree Status/Section 211

The **CITY** shall promptly apply for a 211 Waiver or the continuation of a 211 Waiver whenever required and no later than sixty (60) calendar days prior to the expiration of the current 211 Waiver or any successor waiver. The City will also not withdraw its consent for a 211 Waiver during the term of the waiver, except that the failure to apply for a 211 Waiver or the withdrawing of its

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consent for a waiver shall be treated as termination by the City Manager pursuant to the terms and conditions outlined in Section 3, Termination. If an application for a 211 Waiver is denied by the New York State Comptroller, the **CITY** shall file a timely appeal and exhaust the appeals process only to the extent of the initial appeal to the State Supreme Court. Any resulting denial of an appeal or denial of a request for a stay may be treated as a termination by the City Manager or the **POLICE COMMISSIONER** pursuant to the terms and conditions outlined in Section 3 Termination.

Section 5: Disability

If, pursuant to the code or applicable law, the **POLICE COMMISSIONER** is deemed permanently disabled or is unable to perform the essential functions of his position because of sickness, accident, injury, mental incapacity, or health, under either City rules or an appropriate outside entity, for a period of four (4) successive weeks beyond his exhaustion of any accrued sick leave, the City Council shall have the option to terminate this Agreement. If such an option is exercised, the City shall pay the **POLICE COMMISSIONER** any payments he may be entitled to receive under the authority of the City Personnel Code. Notwithstanding the foregoing the **POLICE COMMISSIONER** shall receive any payments for salary, wages, or expenses that he would be entitled to under Federal, State or Local Law including but not limited to, General Municipal Law Section 207c payments.

Section 6: Salary

For services rendered, the City Council agrees to pay the an annual salary of Two Hundred Twenty Thousand Dollars (\$220,000), commencing on the Commencement Date of this Agreement. The salary set forth herein shall increase by 2% starting July 1, 2024 and then shall increase by 2% starting July 1, 2025 and then shall increase by 2% starting July 1, 2026. The **POLICE COMMISSIONER's** salary and fringe benefits for each succeeding year of this Agreement and any extension thereof shall not be diminished.

Section 7: Hours of Work

It is recognized that the **POLICE COMMISSIONER** shall devote a great deal of time outside the normal forty (40) office hours per week to the business of the City, and to that end, the **POLICE COMMISSIONER** shall be allowed to establish an appropriate work schedule and shall advise City Manager of same. The parties agree and acknowledge that the **POLICE COMMISSIONER** is an exempt employee and therefore, is not entitled to any additional compensation and/or “comp time” for any hours worked over 40 hours a week.

Section 8: Benefits

- A. The **POLICE COMMISSIONER** shall be granted the benefits set forth in Chapter 19 of Article II of the Personnel Code of the City of Long Beach.

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- B. With respect to Section 19-19(C) of the Personnel Code of the City of Long Beach, it is understood and agreed that the **POLICE COMMISSIONER** will waive any entitlement to health insurance and will instead be paid Two Thousand Dollars (\$2,000) or the greater amount which is available to Civil Service Employee Association (CSEA) employees for withdrawal from city health insurance pursuant to the collective bargaining agreement then in effect. The payments shall be made on the following schedule: full payment for 2023, full payment in January 2024, January 2025, and January 2026. Said payments shall be pro-rated in the event this Agreement is terminated prior to its full term.
- C. Notwithstanding anything contained in Chapter 19, Section 19-19(I) of the Personnel Code of the City of Long Beach to the contrary, the **POLICE COMMISSIONER** shall annually accrue twenty (20) vacation days beginning upon the commencement date of this Agreement, and upon each succeeding year of this agreement. Said vacation accruals shall be prorated in the event this Agreement is terminated prior to its full term. Vacation accruals shall be capped at fifty (50) days. The timing of such vacation or other leave shall be in consultation with the City Manager.
- D. As part of his duties and responsibilities the **POLICE COMMISSIONER** is required to have a 24/7 take-home vehicle because he is required to be able to respond to emergencies and other situations 24/7. The vehicle shall be an unmarked, black, four-door SUV for his exclusive use as **POLICE COMMISSIONER**. It shall only be operated by him or another member of the Long Beach Police Department, as authorized by him. He shall be permitted to bring the vehicle to his home(s) or other places he may travel to overnight, as City policy allows, and it shall be parked in a secure location. Insurance, Maintenance, and gasoline shall be the responsibility of the City of Long Beach.
- E. The **POLICE COMMISSIONER** will have the option of wearing a uniform or civilian clothing. The **CITY** shall furnish all uniforms, insignia, and necessary equipment for the **POLICE COMMISSIONER** to perform his duty.

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. **City Manager:**
City Manager
City of Long Beach
1 West Chester Street
Long Beach, New York 11561

- 2. **POLICE COMMISSIONER** RONALD J. WALSH, Jr.
City of Long Beach
1 West Chester Street
Long Beach, New York 11561

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

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the United States Postal Service.

Section 10: Severability

If any provision of this Agreement is deemed 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.

Section 11: Jurisdiction and Dispute Forum

A. This Agreement will be construed in accordance with the laws of the State of New York, except for its choice of law provisions.

Section 12: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. Any previous discussions or representations by or between the CITY and the **POLICE COMMISSIONER** are merged into and rendered null and void by this Agreement.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the **POLICE COMMISSIONER**.
- C. This Agreement shall become effective September 26th, 2023.
- D. 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.
- E. The **CITY** and the **POLICE COMMISSIONER** may, by mutual written agreement, and a duly adopted resolution of the City Council, amend any provision of this agreement. The amendments will be incorporated and made a part of this Employment Agreement.
- F. The **POLICE COMMISSIONER** acknowledges that he has been advised to consult with counsel to review this Agreement and that he has carefully read this Agreement and fully understands each and every word and its meaning and full effect. The **POLICE COMMISSIONER's** entering into and signing of this Agreement has not been rushed in any way and he certifies that he is voluntarily entering into this Agreement and that the City and its representatives have not made any representations concerning the terms or effects of this Agreement other than those contained herein. The **POLICE COMMISSIONER** confirms that he has not relied in any way upon any belief that he may have that any representations have been made to him other than those specifically set forth in this Agreement.

IN WITNESS WHEREOF, the City of Long Beach, County of Nassau, State of New York, pursuant to City Council Resolution No. _____ dated September 26th, 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.

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John D. Bendo
City Council President

Dated: _____

Acting City Manager

Dated: _____

Ronald J. Walsh, Jr.
Police Commissioner

Dated: _____

City Clerk
David W. Fraser

Dated: _____

Approve as to Form:

Corporation Counsel
Dennis M. Cohen

Dated: _____