

**AGREEMENT BETWEEN
COUNTY OF LIVINGSTON
and
LIVINGSTON COUNTY ADMINISTRATOR**

EMPLOYMENT AGREEMENT dated *October 28*, 2020 between the County of Livingston, a municipal corporation, with offices at the Livingston County Government Center, 6 Court Street, Geneseo, New York, hereinafter referred to as "employer", and Ian M. Coyle, residing at 6534 Florence Lane, Livonia, New York, hereinafter referred to as "employee."

RECITALS

WHEREAS, the employer has appointed the employee to the position of County Administrator for the County of Livingston for a term to commence January 1, 2021 and terminate December 31, 2024, and

WHEREAS, the employee is willing to accept the appointment upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. The employee accepts the appointment as County Administrator for the County of Livingston and agrees to perform such duties and services to which he may be assigned by the Livingston County Board of Supervisors and agrees to perform such duties and services set forth in Local Law No. 2007-6 adopted by the Livingston County Board of Supervisors on July 25, 2007.

2. As compensation for services to be performed by the employee during the term of employee's appointment, the employer agrees to pay employee, and employee agrees to accept, an annual salary of \$156,300.00 payable in installments at the same time that the other management employees of the employer are paid. The Livingston County Board of Supervisors may, by local law, authorize pay increases during the employee's term of office.

3. The employee shall be entitled to twenty-five vacation days per year. The employee

may not take more than ten consecutive vacation days at one time without prior approval of the Ways and Means Committee. Unless otherwise provided in this agreement, the employee shall be entitled to all other leaves and benefits as granted to County Department Heads, but such benefits may not be reduced or changed during the term of this agreement.

4. The employee shall attend all meetings, training sessions, educational courses, seminars and conferences deemed appropriate for his position as County Administrator. Travel and attendance costs for the employee shall be paid as set forth in the Livingston County Travel Policy.

5. The employee's regular work week shall be Monday through Friday for thirty-five (35) hours consistent with the employee's standard work day as previously set by the Livingston County Board of Supervisors. Subject to the employee performing his duties under this agreement and Local Law No. 2007-6, the employee may, at his discretion, establish different regular working hours than are formally set for the Livingston County Government Center offices.

6. The employer shall provide the employee with the use of a laptop computer and a monthly reimbursement of \$50.00 to cover the cost of a smart phone (or similar wireless device) to allow the employee to perform his job duties.

7. The employer shall provide an annual payment to the employee in March of each year of this contract in an amount equal to 2% of the employee's annual salary, for the employee's self-directed IRA. This payment is subject to all applicable taxes and withholdings and does not require further action by the employer.

8. If the employee elects to obtain long-term disability coverage, the employer, upon the employee providing proof of purchased coverage, shall reimburse the employee for the cost of the annual premium in an amount not to exceed \$1,500. The employee shall own the insurance policy and the insurance policy shall be in the name of the employee and the employee shall have the right to name the beneficiary of the insurance policy.

9. The employee will:

a. Faithfully and diligently do and perform such acts and duties in connection with his employment hereunder as may be specified and required by the Board of Supervisors or as may

be specified and required by Local Law No. 2007-6;

b. Engage solely and exclusively in the business and affairs of the employer.

Recognizing that certain outside teaching opportunities provide indirect benefits to the employer and the community, the employee may elect to accept limited adjunct teaching opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement; and

c. Adhere to the ICMA Code of Ethics.

10. This agreement constitutes the entire understanding between the employer and the employee relating to the subject matter hereof and neither this agreement nor any provision hereof can be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge, or termination is sought.

11. This agreement shall be interpreted under the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereunto executed or caused this agreement to be executed as of the day and year first above written.

COUNTY OF LIVINGSTON

BY: David Lefebber
DAVID L. LEFEBER, CHAIRMAN
LIVINGSTON COUNTY BOARD OF SUPERVISORS

Ian M. Coyle
IAN M. COYLE

STATE OF NEW YORK)
COUNTY OF LIVINGSTON) ss:

On the 28 day of October, 2020 before me personally came David L. LeFeber, to me known, who being by me duly sworn did depose and say that he resides in the Town of Avon, New York, that he is the Chairman of the Livingston County Board of Supervisors, the municipal corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed by the order of the Board of Supervisors of the County of Livingston; and that he signed said instrument pursuant to a resolution of the Board of Supervisors of the County of Livingston.


NOTARY PUBLIC

MICHELE R. REES
Notary Public, Reg #01RE6225817
State of New York
Livingston County
Commission Expires July 26, 2022

STATE OF NEW YORK)
COUNTY OF LIVINGSTON) ss:

On the 28 day of October, 2020, before me personally came Ian M. Coyle, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.


NOTARY PUBLIC

ASHLEY E. SCUTT
Notary Public, Reg #01SC0225818
State of New York
Livingston County
Commission Expires July 26, 2022