

2016-336

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

**EMPLOYMENT AGREEMENT** dated November /, 2016 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, 2017 and terminate December 31, 2020, 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 \$142,800.00 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.

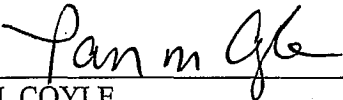
10. This agreement constitutes the entire understanding between the employer and the employee relating to the subject matter hereof and neither this agreement nor any provision hereof can be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom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

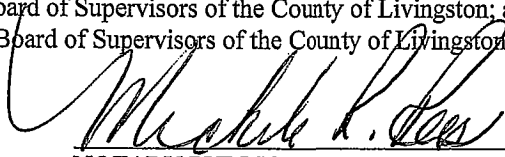
COUNTY OF LIVINGSTON

BY:   
ERIC R. GOTT, CHAIRMAN OF THE  
LIVINGSTON COUNTY BOARD OF SUPERVISORS

  
IAN M. COYLE

STATE OF NEW YORK)  
COUNTY OF LIVINGSTON) ss:

On the / day of November, 2016 before me personally came Eric R. Gott, to me known, who being by me duly sworn did depose and say that he resides in the Town of Livonia, 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.

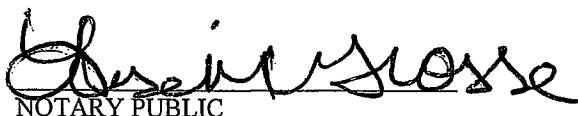


NOTARY PUBLIC

MICHELE R. REES  
Notary Public, Reg #01RE6225817  
State of New York  
Livingston County  
Commission Expires July 26, 2018

STATE OF NEW YORK)  
COUNTY OF LIVINGSTON) ss:

On the 3 day of November, 2016, 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

Lisa M. Grosse  
Notary Public, State of New York  
No. 01GR4806397  
Qualified in Livingston County  
Commission Expires September 30, 2018

Livingston County Board of Supervisors  
Geneseo, New York



Resolution No. 2016-336

**APPOINTING THE LIVINGSTON COUNTY ADMINISTRATOR AND AUTHORIZING THE CHAIRMAN OF THE LIVINGSTON COUNTY BOARD OF SUPERVISORS TO SIGN AN AGREEMENT WITH LIVINGSTON COUNTY ADMINISTRATOR IAN M. COYLE**

WHEREAS, the term of office of County Administrator Ian M. Coyle expires on December 31, 2016; and

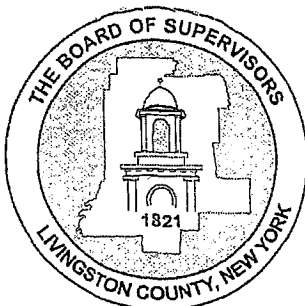
WHEREAS, the Livingston County Board of Supervisors desires to reappoint Ian M. Coyle as County Administrator for a term commencing January 1, 2017 and expiring December 31, 2020; now, therefore, be it

RESOLVED, that Ian M. Coyle of 6534 Florence Lane, Livonia, New York 14487 is hereby appointed to the position of County Administrator for a term of office commencing January 1, 2017 and expiring December 31, 2020, at an annual salary of \$142,800.00; and, be it further

RESOLVED, that the Chairman of the Livingston County Board of Supervisors is hereby authorized to sign an employment agreement with Livingston County Administrator Ian M. Coyle, subject to review by the County Attorney.

Dated at Geneseo, New York  
October 26, 2016

Ways and Means Committee



*This is to Certify that I, the undersigned, Clerk of the Board of Supervisors of the County of Livingston, have compared the foregoing copy of resolution with the original resolution now on file in this office and which was duly adopted by the Board of Supervisors of said County on the 26<sup>th</sup> day of October, 2016 and that the same is a true and correct transcript of said resolution and of the whole thereof.*

*In Witness Whereof I have hereunto set my hand and the official seal of the Board of Supervisors of the County of Livingston, this 26<sup>th</sup> day of October, 2016.*

*Michele R. Rees*  
Michele R. Rees, Clerk of the Board

