

# LIVINGSTON COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is entered into this \_\_\_\_\_ day of December, 2023, by and between COUNTY OF LIVINGSTON, a municipal corporation and political subdivision of the State of Michigan, with administrative offices at 304 E. Grand River, Suite 202, Howell, Michigan 48843, acting through the LIVINGSTON COUNTY BOARD OF COMMISSIONERS ("Board"), and NATHAN BURD ("Employee").

## W I T N E S S E T H:

WHEREAS, the Board requires the services of a qualified person to serve as the Livingston County Administrator; and

WHEREAS, the Employee desires to provide such services and is qualified to perform the same.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED between the parties as follows:

1. **Employment.** The Employee will be employed as the County Administrator of Livingston County ("County"), upon the terms and conditions in this Agreement. It is expressly understood and agreed by the Board and the Employee that the Employee will be an "at-will" employee of the Board pursuant to MCL 46.11(o). Either the Employee or the Board may terminate this agreement with or without cause as provided below.
  
2. **Duties.**
  - A. The Employee will perform such duties and responsibilities as required and directed by the Board and in accordance with the laws of the State of Michigan, and will perform such other duties and functions as may be required. The Employee agrees that at all times he will faithfully and to the best of his ability, experience and talents perform all the duties that may be required of him. The Employee will report to the Board and such specific commissioners as may be designated by the Board from time to time in its discretion.
  - B. The Employer reserves the right to delineate and assign further duties and functions for the Employee as it deems necessary and in the best interest for the administration of its programs.
  - C. While employed under this Agreement, the Employee will abide by, enforce, and comply with the policies and governance directives of the Employer.
  - D. The Employee agrees to represent the Employer and its essential interests at appropriate meetings and by means of correspondence as authorized by policy or directives of the Employer.
  - E. **Work Hours.** It is understood and agreed by the parties that in order to perform the expectations of the Employer under this Agreement the Employee will devote (1) whatever time and attention is necessary; and, (2) that the endeavor will require at a minimum the full time effort of at least forty (40) hours per week toward the discharge of the Employee duties and responsibilities set forth in this Agreement.
  - F. The Employee will recommend and implement policies of the Board relating to general administration, including without limitation, budget and financial management, employer relations and labor negotiations, facilities and equipment management and other internal services as requested by the Board or initiated by the Employee as appropriate and necessary.

3. **Term.** The term of this Agreement will be for a term commencing upon the execution of this Agreement by both Parties, and Employee's reporting to work for the County upon Employee's fulfillment of the conditions set forth in the appointing Resolution of the Board of Commissioners, and continuing until close of business on **July 24, 2026**, unless terminated by either the Board or Employee, with or without cause, pursuant to the termination provisions of this Agreement. Each party will provide at least 60 calendar days prior written notice to the other party, provided there are at least 60 calendar days remaining before the Agreement expiration of July 24, 2026. The Board may waive the Employee's notice requirement. Such notice will not be required if the Employee is terminated by the Board for "cause" as defined below.

4. **Termination and Severance.**

A. The Employee's employment Agreement may be terminated with or without cause by a majority vote of the total number of the County's Board members elected and serving at a meeting held in compliance with the Open Meetings Act.

B. Without Cause:

- (1) **Severance Salary and Healthcare Continuation.** In the event that the Employee's employment is terminated without cause pursuant to this provision, the Employer will pay the Employee his biweekly salary and health insurance benefits for a maximum period of 180 calendar days from the Employee's last date of active employment, subject to normal withholdings, so long as there are at least 90 days or more remaining in this Agreement ("Without Cause Severance").
- (2) The Board will have the right to determine whether the Employee will remain on the job or not during the 60 day notice period.
- (3) To receive Without Cause Severance benefits, Employee will be required to execute a general release form to be determined by the Board.

C. With Cause:

- (1) For the purposes of this agreement "cause" includes, but is not limited to:
  - a. Conviction of or pleading guilty or no contest to a felony;
  - b. Embezzlement;
  - c. Dishonesty;
  - d. Theft;
  - e. Misappropriation of funds;
  - f. Incompetence or neglect of duty;
  - g. Reporting to work or working in an intoxicated condition;
  - h. Illegal activity on the County's premises during work or non-work hours;
  - i. Unauthorized use of Employer's property, equipment or facilities;
  - j. Falsification or unauthorized alteration of Employer's documents or records;
  - k. Improper use of leave time including falsification of information to secure leave time;
  - l. A pattern or failure to work cooperatively with community service agencies or courts;
  - m. Insubordination;
  - n. Sexual harassment of employees or third-parties; or
  - o. Any other material breach of the Employee's obligations under this Agreement.
- (2) Any termination for cause will be effective immediately, and the Employee's compensation will be terminated immediately. The Employee will not be entitled any severance benefit in the case of a for cause termination.

D. Agreement Expiration / 90 days or less in term:

- (1) In the event the Board terminates this Agreement without cause with 90 days or less remaining in the Agreement's term or the Board does not renew this Agreement or extend the term of this Agreement beyond July 24, 2026, and the Agreement is not otherwise terminated as set forth above, the Employer will pay the Employee his bi-weekly salary and Health Plan benefits for a maximum period of 90 calendar days from July 24, 2026, subject to normal withholdings ("Non-renewal Severance").
- (2) In the event the Employee is employed in a full-time professional capacity during the 90 calendar day Non-renewal Severance period the bi-weekly salary continuation will terminate.
- (3) To receive Non-renewal Severance, Employee will be required to execute a general release form to be determined by the Board.

5. **Return of Property.** Upon termination of employment, the Employee will return all documents, correspondence, files, papers or property of any kind, of all type or nature pertaining to the Board, which the Employee may possess or control, and will sign a statement verifying return of such property.

6. **Compensation.**

- A. The Board will pay, and the Employee will receive, an annual salary at Step 5 of the salary schedule for the position effective at the beginning of the term of this agreement, in accordance with County policy to be paid in bi-weekly installment payments, for services rendered pursuant to this Agreement. The annual salary will be increased according to County policy pursuant to the salary schedule. It is agreed between the parties that the Employee is exempt from the overtime provisions of the Federal Fair Labor Standards Act and that the Employee will not be entitled to and will not receive overtime compensation. In the event of termination of employment, the Employee's salary will be pro-rated to the effective date of termination.
- B. The Board may further increase the salary and/or other benefits of the Employee in such amounts and to the extent as the Board, in its sole discretion, may desire.

7. **Fringe Benefits.** Effective upon eligibility, the Employee will be entitled to the following fringe benefits as provided by the Board to its other Employees:

- A. Health Insurance (including life insurance; hospital, surgical and medical care expense benefits; disability insurance and dental insurance).
- B. Retirement Benefits under the County's MERS Defined Contribution Plan applicable to full-time employees. The County shall contribute 4% of MERS includable payroll compensation to the MERS Defined Contribution Plan. In addition, the County will provide a one hundred percent (100%) match of employee contributions up to an additional 4% of MERS includable employee compensation to the Employee's MERS Defined Contribution Account. The Employee will be one hundred percent (100%) vested for County contributions after reaching five (5) years of service

8. **Professional Development.** The Employee may attend, with prior Board approval, professional meetings at the local, state and national level, the reasonable expenses of such attendance to be paid by the Board. The Board agrees, within budget limitations, and subject to the Board's approval, to pay for the professional dues and subscriptions of the Employee necessary for the Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the County.

9. **Mileage Reimbursement.** The Employee will be reimbursed for motor vehicle mileage incurred in the course of County business at a rate per mile as established by the Board when the Employee must drive his own vehicle. Mileage reimbursement is meant to cover only those miles incurred above and beyond the employee's normal commute to his normal place of business. When possible, the use of a County owned vehicle is encouraged.

**10. Performance Evaluation.** The Board Chair will review and evaluate the performance of the Employee one year after the execution date of this Agreement, and thereafter annually. The performance evaluation for the final year of this Agreement prior to the expiration date will occur on or before July 1. The review and evaluation will be in accordance with criteria developed by the Board. Criteria may be added or deleted as the Board may, from time to time, determine. The Employee will have an opportunity to discuss his evaluation with the Board and may be requested by the Board Chair to submit a self-evaluation. The Board's failure to timely evaluate will not constitute a breach of this Agreement. It is requested that the Employee will timely inform the Board of its obligations in this provision.

**11. Non-Discrimination.** The Employee, as required by law, will not discriminate against any person seeking services from the County or against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position, or because of race, color, height, weight, marital status, religion, national origin, age, or sex. Breach of this covenant may be regarded as a material breach of this Agreement.

**12. Outside Employment.** The Employee will not engage in any employment or business outside of this Agreement, except when approved in advance by the Board and under the following circumstances:

- A. The Employee, while engaging in outside or supplemental employment will:
- (1) Not use the County's facilities as a source of referral for private customers or clients.
  - (2) Not be engaged in outside employment during the Employee's regular working hours.
  - (3) Not use the name of the County or its members as a credential in advertising or soliciting customers or clients.
  - (4) Not use the County's supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
  - (5) Maintain a clear separation of outside or supplemental employment from activities performed for the County.
  - (6) Not cause any conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the Employee's duties.
- B. The Board and County will not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

**13. Compliance with the Law.** The Employee will perform all duties and obligations hereunder in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

**14. Complete Agreement.** This Agreement constitutes the complete agreement concerning the employment arrangement between the parties and will, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the parties, if any. It is understood and agreed that this Agreement will supersede and take precedence over any other document, handbook, benefit plan or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this Agreement, unless such other document, handbook, plan or material is made expressly applicable to the Employee by this Agreement or by formal action of the Board. It is further understood that no Board personnel has authority to enter into any employment contract with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by a formal action of the Board.

15. **Applicable Law and Venue.** This Agreement will be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the Employer, or the Employer is made a party thereof, the parties acknowledge and agree that the venue for such actions will be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for such action will be the Federal Judicial District of Michigan, Eastern District, Southern Division.

16. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

17. **Assignment or Subcontracting.** The Employee may not assign, subcontract or otherwise transfer any duties and/or obligations under this Agreement.

18. **Modification of Agreement.** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

19. **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and will be disregarded when construing or interpreting any of the provisions of this Agreement.

20. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, the remainder of the Agreement will not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

21. **Certification.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

COUNTY OF LIVINGSTON

EMPLOYEE

BY: \_\_\_\_\_  
DAVID J. DOMAS - CHAIRMAN  
COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
NATHAN BURD

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
BY: RICHARD MCNULTY