SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT is effective July 20, 2026, by and between **James Dyer** (the "Employee") and the **County of Leelanau** (the "Employer"). The parties acknowledge that the ADEA Waiver and Release attached as Exhibit A is dated July 9, 2026, for purposes of documenting the date on which that release was provided to the Employee for consideration under the Older Workers Benefit Protection Act.

RECITALS

WHEREAS, the Employee acknowledges that his employment status is subject to the terms of the Amended and Restated Employment Agreement between the parties dated March 18, 2025 (the "Employment Agreement");

WHEREAS, the Employee has been on paid administrative leave since June 9, 2026, and the parties agree that the Employee will remain on paid leave status through the separation date and will not return to active work or report to the County's premises except as expressly requested or authorized by the Employer; and

WHEREAS, the parties desire to settle all matters arising out of or relating to the Employee's employment with and separation from the Employer.

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

1. The parties agree that this Agreement is intended to satisfy and implement Section 9 of the Employment Agreement and related compensation provisions, including the severance payment, accumulated and unused personal leave, resignation, and release conditions applicable to the Employee's separation from employment.

2. The Employee has been on paid administrative leave since June 9, 2026, and will remain on

paid leave status through his separation from employment with the Employer, effective at 5:00 p.m. on July 20, 2026, which the parties agree is the mutually agreed separation date. During the paid leave period, the Employee shall not report to work, access County systems or records, perform duties, direct County employees, communicate on behalf of the County, or bind the County in any manner unless expressly requested or authorized in writing by the Employer. The Employee shall continue to receive regular base wages and existing benefits through the separation date in the ordinary course, subject to applicable withholdings, deductions, benefit-plan terms, and applicable law. Paid administrative leave through the separation date shall not be treated as active service for purposes of increasing severance, extending the Employment Agreement, creating additional leave accruals or benefit entitlements, or accruing or increasing personal leave, vacation, or any other paid leave balance, except as expressly required by applicable law, or plan documents.

3. In exchange for the Employee's execution of this Agreement and the attached Waiver and Release of all Claims under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act (the "ADEA"), and provided the Employee signs and continues to honor the general release in Section 5 and the ADEA Waiver and Release attached as Exhibit A, the Employer will provide the following severance benefits:

a. Severance Pay; Calculation. The Employer will pay the Employee a lump-sum cash severance payment equal to six (6) months of the Employee's base compensation, or the balance of the Employment Agreement term calculated as of July 20, 2026, whichever is less, less applicable payroll withholdings and deductions. For purposes of calculating severance under this Agreement, the severance amount shall be fixed as of July 20, 2026, which the parties agree is the mutually agreed separation and severance-calculation date. The severance amount shall not increase based on any delay by the Employee in signing or returning this Agreement or Exhibit A, the expiration of the twenty-one (21) day consideration period, the seven (7) day ADEA revocation period, payroll processing, or the Employee's continued paid administrative leave status after that calculation date. Regular wages and benefits paid through the separation date are separate from the severance payment and shall not increase, extend, offset, or be treated as additional severance or consideration under this Agreement.

b. Severance Pay; Conditions and Timing. The parties agree that continued paid administrative leave after June 9, 2026, is not active service and shall not extend the Employment Agreement term, increase the severance formula, create any additional leave accrual or benefit entitlement, or increase any payment owed under Section 3, except for regular base wages and existing benefits expressly payable through the separation date under Section 2. The severance payment is conditioned upon the Employee promptly signing and continuing to honor the general release in Section 5 and the ADEA Waiver and Release attached as Exhibit A. The severance payment shall be made on the first regular County payroll date that occurs after the separation date and after the seven (7) day ADEA revocation period has expired without revocation, provided that if payroll processing deadlines make payment on that date impracticable, payment shall be made on the next regular County payroll date.

c. 457 Contribution Based on Severance Payment. The Employer will make a final employer contribution to the Employee's designated 457 deferred compensation account in an amount equal to nine percent (9%) of the gross severance payment described in Section 3(a), subject to the terms and contribution limits of the applicable 457 plan, applicable law, and any required payroll or plan-document limitations. The contribution shall be calculated solely on the severance payment actually payable under Section 3(a). The contribution shall be made at the same time as, or as soon as administratively practicable after, the severance payment, provided the Employee has timely executed and not revoked this Agreement and Exhibit A, and provided the contribution is permitted by the applicable 457 plan and law.

d. Unused Personal Leave. The Employer will pay the Employee the full value of any accumulated and unused personal leave required to be paid under Section 9 of the Employment Agreement, less applicable payroll withholdings and deductions. For purposes of determining any personal leave payout, the Employee's accumulated and unused personal leave balance shall be fixed as of July 20, 2026, and shall not increase based on the Employee's continued paid administrative leave status, the passage of time before the separation date, any delay in signing or returning this Agreement or Exhibit A, the twenty-one (21) day consideration period, the seven (7) day ADEA revocation period, or payroll processing. This payment shall be made with the severance payment unless applicable law, or payroll processing requires payment on an earlier final payroll date.

e. Final Compensation and Benefits. The Employer will pay the Employee all earned wages through the separation date and any final compensation or benefits required by the Employment Agreement, applicable plan documents, or applicable law, less applicable payroll withholdings and deductions. The parties acknowledge that the calculation of the severance payment, final employer 457 contribution, and personal leave payout is attached as Exhibit B. The amounts shown in Exhibit B are gross amounts and will be reduced by applicable payroll withholdings and deductions. For avoidance of doubt, the severance benefits and final compensation provided under this Agreement do not include, and the Employee shall not receive, any separate payment for accrued, accumulated, or unused vacation leave. Earned wages through the separation date shall be paid on the next regular payroll date following the separation date, or earlier if required by applicable law.

f. No MERS Participation or Additional Retirement Credit. Consistent with the Employment Agreement, the Employee does not participate in the County's MERS retirement plan. The severance payment shall not include MERS contributions or additional MERS service credit.

g. No Severance for Just Cause or Voluntary Resignation. The parties acknowledge that the Employment Agreement provides no severance pay if the Employee is terminated by the Board for just cause or voluntarily resigns, except where the Employment Agreement permits the Employee to be deemed terminated for purposes of severance following a qualifying salary or financial-benefit reduction or a formal request by the Board that he resign.

h. Insurance Continuation; COBRA Rights Preserved; No Additional Benefits. Subject to the Employee's timely election of COBRA continuation coverage and continued eligibility for such coverage, the Employer will pay the COBRA premium necessary to continue the Employee's current health insurance coverage for ninety (90) days after the date the Employee's active employee health insurance coverage ends, provided the Employee does not become covered under another group health plan or other dependent coverage during that period. The Employer's payment obligation will cease earlier if the Employee becomes covered under another group health plan or other dependent coverage. After the ninety (90) day period ends, the Employee or other qualified beneficiary shall be solely responsible for any COBRA premiums required to continue coverage. Nothing in this Agreement waives, limits, or alters any right the Employee or any qualified beneficiary may have to receive COBRA notices, elect COBRA continuation coverage, or exercise any other health-plan continuation rights required by federal or state law. The Employee shall not be entitled to any other severance, fringe benefits, leave payouts, compensation, retirement contributions, insurance continuation, automobile allowance, reimbursement, or payments except as expressly provided in this Agreement, the Employment Agreement, applicable plan documents, or applicable law.

4. The parties acknowledge the work performed together on behalf of the residents of Leelanau County, and the Employer appreciates the service provided by the Employee. The Employee shall return to the Employer all Employer property, records, documents, files, devices, equipment, keys, identification cards, access credentials, passwords, electronic records, cloud-based records, and other County information or property in his possession, custody, or control, whether maintained in paper, electronic, or other form. The Employee shall not retain copies of Employer records or confidential County information and shall cooperate in disabling or transferring access to County systems, accounts, and data. Upon request, the Employee shall certify in writing that he has returned or deleted all County records, documents, data, and confidential information in his possession, custody, or control, including any copies maintained on personal devices, personal email accounts, cloud storage, or external media, except to the extent preservation is required by law or legal process. The Employee shall be permitted to retrieve his personal property from the County's premises at a mutually convenient time.

5. The Employee hereby waives, releases, absolves, and discharges the Employer, its Board of Commissioners, officers, employees, agents, commissioners, elected officials, attorneys, insurers, representatives, both past and present, successors, and assigns, from any and all claims, demands, liabilities, causes of action, charges, complaints, suits, damages, debts, obligations, attorneys' fees, costs, or other liabilities of whatever nature, known or unknown, arising out of or relating to the Employee's employment

with or separation from the Employer, whether founded upon contract, tort, statute, regulation, common law, or any other theory or basis, including but not limited to claims relating to race, age, sex, religion, national origin, disability, fringe benefits, compensation, retaliation, whistleblower status, due process, public policy, wrongful discharge, breach of the Employment Agreement, or breach of any prior employment agreement, except to enforce the express payment obligations in this Agreement. This release does not waive claims that cannot lawfully be waived; claims arising after execution of this Agreement; claims to enforce this Agreement; vested benefits under applicable benefit plans; unemployment or workers' compensation rights that cannot lawfully be waived; COBRA notice, election, continuation-coverage, or other health-plan continuation rights that cannot lawfully be waived; rights to indemnification, defense, or insurance coverage that may exist under law, County policy, or applicable insurance documents; or the Employee's right to communicate with, file a charge with, cooperate with, or participate in proceedings before any governmental agency. Nothing in this Agreement limits the Employee's right to make truthful statements or disclosures required by law, subpoena, court order, FOIA, the Bullard-Plawecki Employee Right to Know Act, or other legal process. A separate release and waiver pursuant to the ADEA is attached as Exhibit A and is subject to the statutory revocation period stated therein.

6. It is understood and agreed by the parties that the County, as a public entity, is subject to the Freedom of Information Act (FOIA), MCL 15.231 et seq., the Bullard-Plawecki Employee Right to Know Act, and other laws governing public records and personnel records. Nothing in this Agreement requires the Employer to withhold, conceal, or misstate information that must be disclosed by law.

7. The terms of this Agreement are contractual and are not a mere recital. This Agreement, together with the Employment Agreement to the extent expressly referenced herein, contains the entire agreement between the parties regarding the Employee's separation from employment and supersedes any prior oral or written understandings on that subject.

8. The parties agree that the Employee's separation shall be characterized as a mutually agreed separation without cause. The Employer will provide a mutually acceptable letter of recommendation, approved by the Employee and the Board Chair or other County representative designated by the Board. Official employment-reference inquiries shall be directed to the designated County representative and answered in a manner consistent with applicable law and this Agreement.

9. After the separation date, the Employee shall not represent himself as employed by, affiliated with, authorized to speak for, or authorized to act on behalf of the Employer. The Employee shall not knowingly interfere with the Employer's operations or induce or encourage any County employee, contractor, vendor, officer, or official to breach any duty owed to the Employer or to withhold cooperation in County business.

10. This Agreement is not an admission of wrongdoing, liability, violation of law, improper conduct, or breach of any duty by either party, and neither this Agreement nor any payment or benefit provided under it shall be offered or used as evidence of any such admission. The parties enter into this Agreement to resolve matters relating to the Employee's separation from employment and to avoid uncertainty, expense, and disruption.

11. All payments and benefits under this Agreement are subject to applicable tax reporting, payroll withholding, and deductions. The Employer will issue appropriate tax reporting forms as required by law. The Employer makes no representation regarding the tax treatment of any payment or benefit provided under this Agreement, and the Employee remains solely responsible for any personal tax obligations, penalties, interest, or other consequences arising from such payments or benefits. The Employee acknowledges that he has not relied on any tax advice from the Employer in entering into this Agreement.

12. The Employee represents that he has not assigned, transferred, or otherwise conveyed any claim released by this Agreement to any person or entity. The Employee further represents that, as of the

date he signs this Agreement, he has not filed or caused to be filed any lawsuit, charge, complaint, grievance, claim, or administrative proceeding against the Employer or any released party, except for any matter disclosed in writing to the Employer before execution of this Agreement.

13. If the Employee materially breaches Sections 4, 5, or 9 of this Agreement, the Employer may suspend any unpaid release-conditioned consideration and pursue any available legal or equitable remedies. Any such remedy shall not affect the Employee's right to retain earned wages, vested benefits, COBRA rights, or other amounts that cannot lawfully be forfeited.

14. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any choice-of-law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or preempted by federal law. Any legal or equitable action concerning disputes arising out of or related to this Agreement shall be brought in a Michigan court whose jurisdiction and venue are proper under Michigan law and the Michigan Court Rules.

15. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling will not affect the validity of the remainder of this Agreement.

16. The Employee represents and acknowledges that before signing this Agreement, he read it, fully understands its terms, has been advised in writing to consult with an attorney regarding this Agreement, and has had the opportunity to do so. The Employee is relying fully and completely on his own judgment and is free from duress or coercion in executing this Agreement.

17. The Employee acknowledges that he has been given at least twenty-one (21) days to consider this Agreement and the attached ADEA Waiver and Release. To allow the Employer to administer the separation and related payments, the Employee must return a fully signed copy of this Agreement and Exhibit A to the Employer no later than July 30, 2026, which is twenty-one (21) days after the July 9, 2026

date of Exhibit A, unless the Employer agrees in writing to extend that deadline. If the Employee does not timely return a fully signed Agreement and Exhibit A by that deadline, the Employer may, in its sole discretion, treat the severance offer as withdrawn and shall have no obligation to provide the severance payment, unused personal leave payment conditioned on the release, or any other release-conditioned consideration described in Section 3, except for earned wages, existing benefits through the separation date, COBRA rights, vested benefits, or other amounts required by applicable law, or plan documents; provided, however, that no payment shall be made for accrued, accumulated, or unused vacation leave as part of the severance consideration, final compensation, or any release-conditioned consideration under this Agreement. The Employee may sign before the end of the 21-day consideration period only if he does so knowingly and voluntarily, and the seven-day revocation period shall run from the date of signing.

IN WITNESS WHEREOF, the Employee has executed this Separation Agreement, and Steve Yoder, Chairperson of the Leelanau County Board of Commissioners, has executed this Separation Agreement on behalf of the Employer pursuant to authorization by the Leelanau County Board of Commissioners, on the dates indicated below next to their signatures.

EMPLOYEE:

James Dyer — Date: 07/28/26

EMPLOYER:

Steve Yoder, Chairperson — Date: 7/29/26
Leelanau County Board of Commissioners

APPROVED AS TO LEGAL FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: Mattis D. Nordfjord
On: July 23, 2026

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EXHIBIT A — WAIVER AND RELEASE OF ALL CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT

FOR AND IN CONSIDERATION of the **SEPARATION AGREEMENT**, effective July 20, 2026, and this **Waiver and Release of All Claims Under the Age Discrimination in Employment Act**, dated July 9, 2026, provided to **James Dyer** ("Employee") by the **County of Leelanau** (the "Employer"), and in consideration of the benefits conferred thereunder to the Employee, Employee agrees as follows:

1. The Employee knowingly and voluntarily releases the Employer, its Board of Commissioners, officers, employees, agents, elected officials, attorneys, insurers, representatives, successors, and assigns from all claims arising under the Age Discrimination in Employment Act (ADEA), 29 USC § 621, through the date the Employee signs this Waiver and Release. This Waiver and Release does not waive ADEA claims arising after execution, the right to challenge the knowing and voluntary nature of this Waiver and Release under the Older Workers Benefit Protection Act, or the right to file a charge with or participate in proceedings before the Equal Employment Opportunity Commission or any other governmental agency, although the Employee waives any right to personal monetary recovery on released ADEA claims to the fullest extent permitted by law.

2. The Employee acknowledges that he has been advised in writing to consult with an attorney before signing; has at least twenty-one (21) days to consider this Waiver and Release; may sign sooner only knowingly and voluntarily; and has seven (7) days after signing to revoke it by delivering written notice to Steve Yoder, Chairperson, Leelanau County Board of Commissioners, by email to syoder@leelanau.gov. The severance offer will remain open until July 30, 2026, which is twenty-one (21) days after the July 9, 2026 date of this Waiver and Release, unless extended in writing. This Waiver and Release, and any severance payment conditioned on it, will not become effective or enforceable until the seven (7) day revocation period expires without revocation.

3. The Employee further acknowledges that he has read and understands this Waiver and Release, has had the opportunity to consult counsel, has not relied on any representation not contained in this Waiver and Release or the Separation Agreement, and signs knowingly, voluntarily, and free from duress or coercion.

IN WITNESS WHEREOF, I have executed this Waiver and Release of all claims under the ADEA as my free act and deed this 28TH day of July, 2026.

____
James Dyer

EXHIBIT B — PAYMENT CALCULATIONS

The following calculations are provided for reference. All amounts listed below are gross amounts and will be reduced by applicable payroll withholdings and deductions.

	2026	2027
Pay periods per year	27	27
Hours per workday	8	8
Workdays per pay period	10	10
Annual Salary	$127,000.00	$127,000.00
Biweekly Gross	$4,558.97	$4,703.70
Hourly Rate	$56.99	$58.80
Daily Rate	$455.90	$470.37

Calculation	Hours/Description	Buyout Amount (Gross)
Personal Day Buyout	45.00	$2,564.42
Severance Agreement	6 months	$60,438.92
Retirement Agreement	6 months	$5,439.50
Total		**$68,442.85**