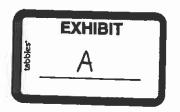
13-160



EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement) dated this 14th day of June 2013 is made by and between the County of Summit ("County"), a political subdivision with its principal place of business located at 175 South Main Street, Akron, Ohio 44308 and Lisa L. Skapura ("Employee"), an individual residing at 879 Chad Court, Brunswick, Ohio 44212.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and Employee hereby agree as follows:

- 1. <u>Employment.</u> The County hereby agrees to employ Employee, and Employee hereby agrees to render her service to the County, in the capacity of Director, or any other position or title in the Department of Internal Audit, with such duties as may be assigned to her from time to time by the Audit Committee.
- 2. <u>Compensation.</u> County agrees to pay Employee in consideration of Employee's services hereunder, a salary at the rate of \$99,985.00 annually, subject to any pay increases approved by the Audit Committee and/or Council, payable in equal installments in accordance with County's normal pay practices.
- 3. Other Benefits. County shall provide Employee with such benefits as are normally provided to full time, unclassified employees of the County in accordance with County policies and procedures.
- 4. <u>Term of Employment.</u> The term of employment shall commence upon the execution of this Agreement and continue for a period of six (6) years unless terminated as hereinafter provided.
- 5. <u>Termination for Cause.</u> County may terminate this Agreement immediately without liability or further obligation hereunder upon written notice to Employee if termination is for cause, including, but not limited to, any of the following.
 - a. Commission of a felony.
 - b. Death, theft, dishonesty, fraud or embezzlement.
 - c. Failure to perform duties or responsibilities in a manner satisfactory to County.
 - d. Engagement in conduct injurious to County, monetarily or otherwise.
 - e. Insubordination.
 - f. Engagement in conduct in violation of County policies and/or procedures.
- 6. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any modification or waiver shall be offered or received as evidence in any proceeding between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and executed as aforesaid.

- 7. <u>Complete Agreement.</u> This written Agreement contains the entire agreement between the parties as to the matters contained herein and supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to such matters of this Agreement except as are specifically set forth herein.
- 8. <u>Choice of Law.</u> This Agreement and the performance hereunder shall be construed in accordance with the laws of the State of Ohio. The parties agree that jurisdiction and venue for all matters involving this Agreement shall rest solely with the County of Summit Court of Common Pleas or the Akron Municipal Court.
- 9. <u>Assignment.</u> This Agreement shall be construed as a contract for personal services by Employee to County and shall not be assignable by Employee.
- 10. Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified mail, return receipt requested, with postage prepaid to the address stated on the first page of this Agreement or such other address as a party requests in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the effective date written above.

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Lisa L. Skapura	Date	Russell M. Pry County of Summit Executive	Date
		Approved as to form:	
	:	Deborah S. Matz, Director	Date
		Department of Law, Insurance an Management	d Risk