

Board of Mahoning County Commissioners

21 West Boardman Street, Suite 200 Youngstown, OH 44503 - Phone: (330) 740-2130 Fax: (330) 740-2006

County Commissioners

John A. McNally • Carol Rimedio-Righetti • Anthony T. Traficanti

Clerk of the Board

Nancy M. Laboy

County Administrator

George J. Tablack

May 9, 2011

Mr. George Tablack, County Administrator
680 Saddlebrook Drive
Boardman, Ohio 44512

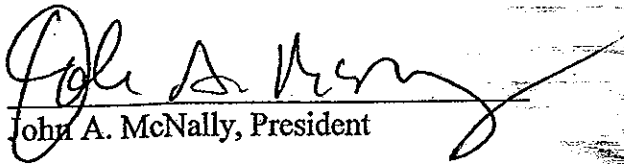
Dear Mr. Tablack:

Please be advised that the Mahoning County Commissioners will not be renewing or extending your employment agreement with Mahoning County. Your last day of employment with Mahoning County will be May 15, 2011.

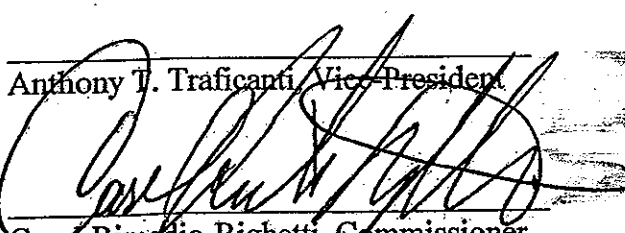
Please return all county used property in your possession, including any keys, identification cards, cell phones and computer devices to Pete Triveri, the County Facilities Director by 4:00 p.m. on Friday, May 13, 2011. In addition, if you have downloaded (or if you have directed any other county employees to download) any electronic mail from the County e-mail server(s), please return any and all CD's or flash drives containing such information to County IT Director Jake Williams immediately.

Sincerely,

BOARD OF MAHONING COUNTY COMMISSIONERS


John A. McNally, President

Anthony T. Traficanti, Vice-President


Carol Rimedio-Righetti, Commissioner

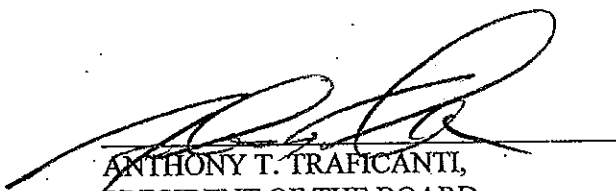
RESOLUTION
RES 10-05-015

BE IT RESOLVED, that the Board of Mahoning County Commissioners hereby approve to extend the employment agreement with George Tablack, County Administrator for one year effective May 15, 2010 at the same terms and conditions.

It was moved by Mr. Ludt, and seconded by Mr. Traficanti, that the foregoing Resolution be approved this 18th day of May, 2010.

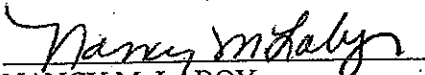
Roll call voting resulted:	Mr. Ludt:	aye
	Mr. McNally:	nay
	Mr. Traficanti:	aye

WHEREUPON, the President of the Board declared the foregoing Resolution be duly adopted this 18th day of May, 2010.



ANTHONY T. TRAFICANTI,
PRESIDENT OF THE BOARD

ATTEST:



NANCY M. LABOY,
CLERK OF THE BOARD

JR. VOL. 98, PAGE 324

cc: County Administrator

RESOLUTION
RES 06-08-003


BE IT RESOLVED, that the Board of Mahoning County Commissioners does hereby approve the employment agreement with George Tablack, Mahoning County Administrator effective May 15, 2006.

A copy of said employment agreement is on file in the Office of the Mahoning County Commissioners, 21 W. Boardman Street, Suite 200, Youngstown, Ohio 44503.

It was moved by Mr. Ludt, and seconded by Mr. Traficanti, that the foregoing Resolution be approved this 8th day of August, 2006.


Roll call voting resulted:	Mr. Ludt:	aye
	Mr. McNally:	nay
	Mr. Traficanti:	aye

WHEREUPON, the President of the Board declared the foregoing Resolution be duly adopted this 8th day of August, 2006.



ANTHONY T. TRAFICANTI,
PRESIDENT OF THE BOARD

ATTEST:



NANCY M. LABOY,
CLERK OF THE BOARD

JR. VOL. 94, PAGE 522-523

cc: Auditor
County Administrator
Human Resources

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into this 8th day of August, 2006 by and between Mahoning County, a political subdivision of the State of Ohio, acting by and through the Board of Mahoning County Commissioners ("County") and George J. Tablack ("Employee"). This Agreement is effective May 15, 2006 through May 15, 2010.

RECITALS

WHEREAS, the County has a need for the services of a County Administrator; and

WHEREAS, the Employee has faithfully and dutifully performed those services as required by the County since May 15, 2006; and

WHEREAS, the Employee has the requisite knowledge and skills to provide the services required of the County and is willing to continue to provide such services; and

WHEREAS, the County desires to continue to employ George J. Tablack to provide the County Administrator's duties and services;

In consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and George J. Tablack intending to be legally bound, do hereby agree as follows:

1. **Recitals:** The recitals set forth above are true and correct.
2. **Employment:** The County does hereby employ George J. Tablack, and George J. Tablack does consent to such employment, to provide administration services as the County Administrator to the County in the manner set forth in this Agreement.
3. **Classification:** The Employee is an unclassified employee. The Employee is appointed by the County and may be terminated at will. This Agreement is solely for the purpose of clarifying the parties' understanding concerning the Employee's duties and compensation.
4. **Duties:** The County hereby agrees to employ George J. Tablack as the County Administrator of Mahoning County to perform the functions and duties specified in Ohio Revised Code Sections 305.29 and 305.30, and by Resolution dated May 11, 2006. These duties may be modified from time to time by the Board of Mahoning County Commissioners.
5. **Term:** The effective date of this Agreement shall be May 15, 2006 ("Effective Date"). This Agreement shall remain in effect for a period of four years ("Initial Term") commencing with the Effective Date. Unless otherwise terminated by either party as set forth in this Agreement, this Agreement shall remain in effect for a period of four years commencing with the effective date. This Agreement shall expire on May 15, 2010 ("Expiration Date").
6. **Compensation:** The County agrees to pay the Employee for his services rendered in installments at the same time as other employees of the County. Effective May 15, 2006, the County shall pay the Employee for his services rendered an annual base salary of \$95,000.00. The County and the Employee may at any time during this Agreement negotiate and

agree to any salary compensation that they deem appropriate. (As may be the case upon conclusion of the Archer Study).

7. **Vacation:** Employee shall receive and be entitled to take six (6) weeks of vacation for each year of this Agreement.

8. **Sick Leave:** The Employee shall be entitled to sick leave as provided by law for all other County employees. The Employee shall also be entitled to receive all County employee termination benefits provided by law.

9. **Health Care and other Benefits:** In addition to the compensation set forth in Paragraph Six ("Compensation"), the County shall pay to or otherwise provide to the Employee the following health care and other benefits:

(A) The Employee shall be entitled to receive the same health care benefits offered to all other County employees.

10. **Hours of Work:** The Employee is an exempt employee, who is expected to engage in those hours of work, which are necessary to fulfill his obligations as County Administrator. The Employee has substantial flexibility with respect to the hours, which will be devoted to fulfilling his job responsibilities. Accordingly, the Employee does not have set hours of work, as he is expected to be available at all times.

11. **Outside Activities:** The Employee shall not spend more than ten (10) hours per week performing non-employer-connected business without the prior approval of the County. The Employee agrees not to accept any outside activity, which may create a conflict of interest between the outside activity and the interests of the County. The Employee also agrees to arrange the outside activity at such times and places so as not to intrude upon the Employee's ability to devote his full time and attention to the County's affairs.

12. **Performance Evaluation:** Annually, the County and the Employee shall define such goals and performance objectives for the position which they determine necessary for the proper operation of the County and in attainment of the Board's policy objectives. The County and the Employee shall further establish a relative priority among those various goals and objectives; said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

(A) The County shall review and evaluate the performance of the Employee semi-annually.

(B) In effecting the provision of this section, the County and the Employee mutually agree to abide by the terms and provisions of this Agreement and of applicable law.

13. **Termination and Severance Pay:** If the Employee is terminated by the County and he is able to perform his duties, then the County shall pay to the Employee a lump sum buyout equal to six (6) months of his annual base salary as set forth in Paragraph Six ("Compensation").

(A) Annual base salary shall be the current base salary being paid at the date of termination.

(B) The lump sum payment shall be paid to the Employee within thirty (30) days of the effective date of termination.

(C) The lump sum payment shall be deemed delinquent if it is not paid within the thirty days of the effective date of termination. The Employee then shall be entitled to receive in addition to the lump sum payment, an interest payment which shall be calculated on a per diem basis for each day that the lump sum payment is deemed delinquent. The rate of interest shall be the rate of interest as determined by applicable law.

(E) In the event Employee is terminated for the negligent performance of his duties or for any similar material breach of his employment, duties, and/or responsibilities, or in the event the Employee voluntarily resigns, the County shall have no obligation to make any payments set forth in this section.

(F) The Employee shall be deemed terminated by the County and shall be entitled to receive the lump sum buyout payment and all severance benefits described above when:

1. The County reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all other employees of the County.

2. The County refuses, following written notice by the Employee, to comply with any other material provision of this Agreement.

3. The Employee resigns following a formal suggestion by the County.

(G) At the time of separation, the Employee shall be paid his current hourly rate for all accrued time including but not limited to all vacation.

14. Other Benefit Provisions: The County shall provide the Employee the same benefits accorded all other employees under the Board of Mahoning County Commissioners including but not limited to Workers' Compensation, Public Employers Retirement System contribution and life insurance.

15. Bonding: The County shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

16. Indemnification: The County shall provide for the legal defense of Employee and shall indemnify and hold harmless the Employee in the amount of any judgment as allowed and provided by law.

17. Errors and Omissions Insurance: The County will provide for the Employee's omissions insurance of \$1,000,000/individual claim and \$1,000,000/aggregate claim.

18. Successors/Assignment: The compensation and all other benefit provisions of this Agreement, including salary, vacation, retirement, termination, and severance pay

provisions, shall be binding upon and shall inure to the benefit of the County and Employee and their heirs, legal representatives, successors, and permitted assigns. This Agreement is personal to the Employee. No other party may assign any of his rights or duties under this Agreement without the expressed written approval of the Employee. Any assignment of additional duties will be made by Resolution of the Board of Mahoning County Commissioners.

19. **Governing Law:** This Agreement shall be construed and governed in accordance with the laws of the State of Ohio.

20. **Separability:** In the event that a court of competent jurisdiction should determine that any provision of this Agreement is invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect.

21. **Entirety:** This Agreement represents the entire agreement between George J. Tablack and the County, superseding all prior statements, negotiations, agreements, or contracts (whether oral or written) of any nature.

22. **Modifications:** This Agreement may be amended at any time in writing by the mutual agreement of the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this understanding to be executed as of this 8th day of August, 2006.


MAHONING COUNTY COMMISSIONERS


ANTHONY T. TRAFICANTI


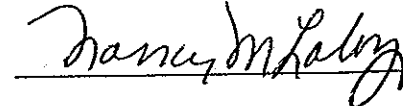

DAVID LUDT

JOHN A. MCNALLY

EMPLOYEE


GEORGE J. TABLACK

WITNESS

8/8/06



WITNESS

