MONROE TOWNSHIP CUMBERLAND COUNTY, PENNSYLVANIA

RESOLUTION NO. 2016 - 1)

RESOLUTION OF THE BOARD OF SUPERVISORS OF MONROE TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA, AUTHORIZING THE APPOINTMENT OF A TOWNSHIP MANAGER AND FURTHER AUTHORIZING THE EXECUTION OF AN EMPLOYMENT CONTRACT WITH THE TOWNSHIP MANAGER PURSUANT TO SECTION 1301 OF THE SECOND CLASS TOWNSHIP CODE OF THE COMMONWEALTH OF PENNSYLVANIA AND FURTHER SETTING COMPENSATION FOR THE TOWNSHIP MANAGER

WHEREAS, the Board of Supervisors of Monroe Township believes it to be in the best interest of the Township to appoint a Township Manager;

WHEREAS, the office of Township Manager was created pursuant to Ordinance 91-1, known as the "Monroe Township Manager Ordinance";

WHEREAS, after due diligence Monroe Township has interviewed various candidates for the position of Township Manager;

WHEREAS, the Board of Supervisors of Monroe Township find that it is appropriate to hire Catalina Araiza as the Township Manager;

WHEREAS, Monroe Township further finds it as appropriate to enter into an Employment Contract with said Catalina Araiza setting forth her rights, duties, obligations, benefits, etc. with respect to her position of Township Manager;

WHEREAS, pursuant to the aforesaid Section 1301 of the Second Class Township Code of the Commonwealth of Pennsylvania, the Board of Supervisors of Monroe Township are authorized to enter into an Employment Contract provided that the term of the said Employment Contract shall be no later than two (2) years after the effective date of the Contract or the date of the Board of Supervisors Organizational Meeting following the next municipal election whichever may occur first;

WHEREAS, there is attached hereto, make a part hereof and incorporated herein by referenced the proposed Employment Contract for the Township Manager for Monroe Township; and

WHEREAS, as the Township Manager be bonded in a sum not less than one million five-hundred thousand dollars (\$1,500,000.00) to the Township conditioned for the faithful performance of the duties of the office.

NOW, **THEREFORE BE IT RESOLVED** by the Board of Supervisors of Monroe Township, Cumberland County, Pennsylvania, as follows:

- 1. Monroe Township employs Catalina Araiza as the Township Manager for Monroe Township;
- 2. The Board of Supervisors of Monroe Township hereby approve a certain Employment Contract, a copy of which is attached hereto, made a part hereof and marked Exhibit "A" which sets forth the terms, conditions, duties, benefits, etc. of Township Manager; and
- 3. This Resolution shall become effective immediately upon enactment hereof.

DULY RESOLVED AND ENACTED this _____ day of May, 2016, by the Board of Supervisors of Monroe Township, Cumberland County Pennsylvania.

ATTEST:

Karen Lowery,

Secretary

(SEAL)

MONROE TOWNSHIP BOARD OF SUPERVISORS

Philip F. Kehoe,

Chairman

A. W. Castle, III, Vice-Chairman

Carl Kuhl Supervisor

CERTIFICATE

I, the undersigned, Secretary of the Monroe Township, Cumberland County, Pennsylvania (the "Township"), certify that: the foregoing is a true and correct copy of a Resolution of the Board of Supervisors of Monroe Township (the "Board"), which duly was enacted by affirmative vote of a majority of the members of the Board of Supervisors at a meeting held on May 12, 2016, and said Resolution remains in effect, unaltered and unamended, as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township, this _____ day of May, 2016.

Karen Lowery,

EXHIBIT A

MONROE TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

TOWNSHIP MANAGER'S AT WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT dated and effective as of the date herein below set forth by and between MONROE TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA, a Township of the Second Class, existing under the laws of Pennsylvania, herein the "Township"

AND

CATALINA ARAIZA, of 424 Brigantine Court, Mechanicsburg, Cumberland County, Pennsylvania, herein "Araiza"

WITNESSETH:

WHEREAS:

Township desires to employ Araiza in the management position of Township Manager (herein "Manager") under the terms of this Agreement.

NOW THEREFORE, intending to be legally bound hereby and in connection OF MUTUAL COVENANTS AND OBLIGATIONS SET FORTH IN THIS Agreement, the Township and Araiza agree as follows:

- 1. The Township agrees to employ Araiza, as an employee, in the management position collectively described herein as "Manager", subject to the direction by and through the Township Board of Supervisors for the period beginning with the effective date of this Agreement and continuing through the Township's next reorganizational meeting (January 2, 2017), unless notice of termination is given by the Township or by Araiza under the provisions of this Agreement.
- 2. Araiza agrees to devote her full time, attention, professional skills, techniques and efforts to the performance of all duties of the position of Manager of the Township in all phases of its operations. In the position Araiza will be the Chief Administrative Officer of the Township and will have all of the duties and responsibilities of directing and managing all of the day to day activities of the Township, the Board of Supervisors thereof and its personnel in accordance with the laws of the Commonwealth of Pennsylvania, the Township Code, all Ordinances of the Township, the duties of the Township Manager set forth in Exhibit A hereto, and Ordinance 91-1 set forth in Exhibit B hereto; all to be done in accordance with the applicable rules, regulations and laws of all governmental agencies and the policy and directives as may be set forth from time to time by the Township Board of Supervisors. Araiza will perform such additional duties as the Board of Supervisors

attend all scheduled meetings of the Board of Supervisors and Planning Commission. In addition, Araiza shall attend Monroe Township Municipal Authority meetings and other board meetings as directed by the Board of Supervisors. Araiza will report directly to the Board of Supervisors, and will make such additional periodic reports on the administrative and operating functions of the Township to the Board of Supervisors or any Committee thereof as may from time to time be deemed appropriated or be required. As the Township Manager Araiza is required to be bonded in a sum not less than one million five-hundred thousand dollars (\$1,500,000.00) to the Township for faithful performance of the duties of the office.

- 3. For all of the services to be rendered by Araiza, the Township agrees to pay to Araiza and Araiza agrees to accept from the Township as full reimbursement for the services performed and to be performed, the following:
 - a. A salary at the rate of fifty-five thousand and 00/100 (\$55,000.00) dollars, per annum, payable bi-weekly, which salary shall be paid in accordance with the Township's regular payment schedule and shall continue through the term of Araiza's employment with the Township and any extensions thereof. Araiza will be evaluated in December 2016 with her salary to be reviewed by Township Board of Supervisors annually during the term of this Agreement with any adjustments to salary or other benefits for the position of Manager, which the Board of Supervisors may deem appropriate.
 - b. In addition to the annual salary, the Township will pay or otherwise provide Araiza or for her benefit the following:
 - i. Beginning January 1, 2016, Araiza shall be granted ten (10) days of vacation for the calendar year commencing on January 1, 2016. Araiza shall be considered a four (4) year employee for purposes of vacation accumulation only. Araiza shall continue to accumulate additional vacation with completion of additional years of employment in accordance with the terms and conditions of the Monroe Township Employee Manual (adopted by Resolution No. 2015 07, hereinafter "Employee Manual").
 - ii. Araiza's duties require exclusive and unrestricted use of an automobile. Araiza shall receive mileage reimbursement for travel in Araiza's personal automobile which is required by Township business. The mileage reimbursement shall be paid to Araiza according to the current Township mileage reimbursement policy than in effect.
 - iii. All other benefits available to employees of Monroe Township as set forth in the Monroe Township Employee Manual, shall be available to Araiza with the exception that Araiza shall be considered an exempt employee with respect to paragraph 303 and 304 of the Employee Manual.

- 4. In addition to other provisions herein, this Agreement will terminate upon the death of Araiza. Any amounts due and payable for the month in which Araiza's death occurs will be paid by the Township to the spouse of Araiza or to her estate, whichever the Township at that time may deem appropriate. Thereafter, the Township will not be obligated to make any further payments under the terms of this Agreement, except as may be required under any of the fringe benefit plans which may be in effect at the time of Araiza's death.
- 5. Araiza shall be subject to an initial probationary period six (6) months with a review of Araiza's performance to be conducted in accordance with the Employee Manual. Upon favorable recommendation by the review committee the probationary period shall be deemed satisfied at the end of the six (6) month period. All provisions of this Agreement shall remain in effect until the Board of Supervisors' next reorganizational meeting.
- 6. This Agreement may be terminated at any time and / or for any reason by Township or Araiza as follows:
 - a. By the Township, for any reason, provided that thirty (30) days written notice is given by the Township exercising the right of termination to the other in any year covered by this Agreement. The effective date of termination shall be thirty (30) days from the date of delivery of said written notice. Notice must be given by personal service or deposited in the United States mail, certified, return receipt requested.
 - b. By Araiza, for any reason, provided that thirty (30) days written notice is given by Araiza exercising the right of termination to the other in any year covered by this Agreement. The effective date of termination shall be thirty (30) days from the date of delivery of said written notice. Notice must be given by personal services or deposited in the United States mail, certified, return receipt requested.
- 7. Employment At Will: Araiza acknowledges that her employment with the Township is At Will and at the pleasure and sole discretion of the Township. Araiza may be terminated by Township, without cause or with or without notice at any time. Nothing in this Agreement shall be interpreted to be in conflict with or to eliminate or modify in any way the At Will status of Araiza's employment with Township.
- 8. Outside Activities: The employment provided for the Agreement shall be Araiza's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Township and the community, Araiza may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict with her responsibility under this Agreement, and that such activities be conducted on Araiza's own time.

- 9. The Agreement or any portion or provision thereof may not be assigned by either the Township or by Araiza.
- 10. This Agreement may not be amended, altered or changed except by writing, approved by Township Board of Supervisors and signed by the Chairman of Township Board of Supervisors and Araiza. The Township and Araiza may begin negotiations for the Manager's next one (1) year agreement on or before September 1st of the year immediately prior to the expiration of the agreement.
- 11. This Agreement, effective as of the date set forth below, represents the entire understanding and agreement between the Township and Araiza and shall be governed and interpreted under the Laws of the Commonwealth of Pennsylvania.
- 12. Except for what this Agreement has modified, Araiza's employment shall be governed by the Monroe Township Employee Manual, last adopted on January 5, 2015, enacted by Resolution 2015-07 and approved February 12, 2012.
- 13. This Agreement and all terms and conditions is effective as of 5110, 2016.

IN WITNES WHEREOF and intending to be legally bound hereby, the Township and Araiza have signed this Agreement in duplicate, either counterpart of which may be used as the original, on this **Le** day of **May**, 2016.

ATTEST.

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Karen m Jowery	
Karen M. Lowery,	Philip F. Kehoe,
Secretary	Chairman / / / /
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(SEAL)	MU/101/12 D
	A. W. Castle, Iff,
"N/4 #/~	Vice-Chairman
	Jeffa.
	Carl Kurl,
	Supervisor
WITNESS:	CATALINA ARAIZA
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	Catalina Araiza

TOWNSHIP MANAGER

Job Description

GENERAL SUMMARY: Under direction of the Supervisors, manage and direct operations of Township to ensure effective delivery of programs and services; facilitate and direct planning of use of land and capital resources to make the Township an attractive place to live and work; provide the highest levels of service and support to internal and external Township stakeholders during the performance of their duties; proactively searches out and applies for alternate sources of funds such as grants, loans, credits, discounts, etc.; recommend policy and procedures to ensure compliance with laws, regulations and Township objectives.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- 1. Manage operations of Township offices and departments:
 - a. Provide general direction to departments.
 - b. Provide administrative oversight to ensure professional staff accomplish the following with department staff; evaluate job performance, ensure adherence to proper ethical standards and guidelines, provide feedback and direction concerning program objectives, communicate policy, establish work standards to provide overall consistency in Township operations; ensure consistency in the application of Township policy; resolve grievances, approve leave, administer discipline, recommend pay adjustments and hire and discharge with Supervisors approval.
 - Review personnel actions and recommendations, resolve non-routine grievances; submit pay recommendations to Board of Supervisors.
 - d. Perform technical review of subdivision and land development plans. Make appropriate recommendations to Township Planning Commission and Board of Supervisors. Take necessary action to carry out Commission and Board decisions.
- 2. Provide oversight of fiscal programs and policy to ensure the following are accomplished:
 - a. Proper payment of bills; review and prioritization of incoming invoices, submission of report to Board of Supervisors for approval.
 - Preparation of Township budget with explanatory summaries; solicitation of recommendations from department heads, agency boards and officers of Township; estimation of revenues and expenditures.
 - c. Administration of budget to include monitoring of revenues and expenditures; submission of records and reports by departments; development of with accounting system proper coding and establishment of accounts for posting receipts and invoices.

- d. Collection of funds owed the Township; initiation of legal steps to collect delinquent payments.
- e. Maintenance of itemized inventory to Board of Supervisors of property owned by the Township, including type, number and estimate of fair market value.
- f. Preparation of annual report of financial and administrative activities of preceding year.
- g. Proper investments of Township funds
- h. Proactively searches out and keeps the Board of Supervisors and Boards advised of other sources of funds such as grants, loans, credits, discounts, etc., and assumes the primary management role to apply for them as directed by the Board of Supervisors when appropriate.
- Manage the operation of various grant projects or programs by explaining program operations to participants, expending funds in accordance with the grant contract and maintaining record of project status and disposition of funds.
- j. Oversees the reconciliation of checking accounts, bookkeeping records and assures the necessary documentation is obtained for audits.
- 3. Manage programs and policies of Township:
 - a. Evaluate risk management need of Township; survey and analyze current programs and policies to determine possible exposure to liability; recommend implementation of policies, standards and changes to program coverage to improve risk status.
 - b. Prepare recommendations regarding direction of program goals and objectives to Board of Supervisors to improve responsiveness to community needs.
 - c. Establish and implement with the approval of Supervisors new policies to improve effectiveness and efficiency of Township operations.
 - d. Manage, review and evaluate insurance policies of the Township for proper coverages required and rates.
 - e. Operate as the Right-to-Know Officer for the Township.
 - f. Manage and evaluate the Township's Record Retention Policy and Practices.
- 4. Provide for comprehensive planning of Township programs and services; collaborate or over to ensure the following are accomplished:
 - a. Development of short and long range goals for Township programs and services; development of recommendations for plans which impact fiscal policy, roadway development, public health and safety, growth and development of Township, and personnel planning at Township; consideration of structure of operations, level of funding, staffing, community goals and risk.
 - Review of Comprehensive Plan for zoning of Township; review of input from professional staff, residents, builders and developers; presentation of various views to Board of Supervisors.
- Manage purchasing activities and policies:
 - a. Establish system to approve purchases of supplies and equipment.

- b. Establish rules and regulations governing requisition and purchasing.
- c. Enter in contracts as approved by Board and monitor compliance with contracts.
- d. Review and/or write bid specifications for the purchase of new equipment, supplies or services.
- 6. Manage maintenance of Township facilities and property:
 - a. Direct maintenance, improvement or replacement of facilities and property.
 - b. Negotiate lease and maintenance contracts.
 - c. Ensure provisions of franchises, leases, permits and privileges and other contractual rights of Township are observed.
- 7. Engage in public relations activities while maintaining the highest level of customer service:
 - a. Assist residents by informing them of Township Rules and Laws, explaining procedures, hearing complaints and either resolving them or referring them to the responsible official. Providing the highest levels of service and support during the performance of their duties.
 - b. Serve as essential spokesperson with news media; consult with appropriate staff person concerning major news release or policy statement.
 - c. Meet with representatives of industrial and commercial firms to discuss relocation plans and related issues.
 - d. Communicate with other local municipalities, the Commonwealth and Federal Government related to Township matters.
- 8. Perform or assign official duties of Township Secretary and Treasurer:
 - a. Keep record of proceedings before the Board of Supervisors and any other Boards, Committees and Hearings of the Township, as my be directed by the Supervisors, in the form of minutes; ensure conformance with legal requirements established by the Township code; ensure proper maintenance and preservation of official records.
 - b. Inform members of Board of functions and meetings of the Board.
 - c. Account for monies processed at the Township; ensure prompt deposit into proper bank account; establish separate accounts of sums received from taxes and other sources; open accounts for inspections; pay out monies received on orders drawn by the Board; prepare annual statement of accounts; prepare report of accounts and vouchers to Township auditors for settlement.

JOB SPECIFICATIONS:

*indicates developed after employment

Education/Employment: Any combination of education and experience which indicates possession of the skills, knowledge and abilities listed below. An example of acceptable qualifications for this position is completion of a bachelor's degree in public administration or

related field and five years previous experience in municipal management or administration of a business or public agency, or any equivalent combination of education and experience.

Or, at least ten years of experience in local government at progressively more responsible positions.

Knowledge, comprehensive of:

- 1. Public administration principles and practices.
- 2. Accounting, budgeting and finance.
- 3. Township code, and state and federal laws affecting second class townships.
- 4. Local ordinances and physical features of Township.*
- 5. Government process and structure.
- 6. Management theory and practice.

Skills:

- 1. Negotiation
- 2. Proficient computer operation, including full range of Microsoft office applications (Word, Excel, Power Point, Outlook)
- 3. Strong written and verbal communication skills.

Abilities:

- 1. Ability to apply a variety of management principles to solve practical, everyday problems.
- 2. Ability to analyze policies, regulations and laws which address new and constantly changing problems.
- 3. Ability to prepare comprehensive budget reports.
- 4. Ability to communicate effectively in oral and written form.
- 5. Ability to guard confidential information of major importance, including personnel records and information discussed in executive sessions of the Board.
- 6. Ability to develop and maintain effective relationships with public officials, associates and the general public.
- 7. Ability to resolve conflict with tact and diplomacy.
- 8. Ability to maintain morale as head of an organization.

Working Conditions:

Work is performed in normal but busy office environment. Attendance at evening meetings is frequently required. Travel to various Township facilities and work sites is frequently required. Work frequently involves responding to angry, frustrated or upset individuals.

DISCLAIMER

The above statements are intended to describe the general nature and level of work being performed by a person assigned to this position. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required to perform the job.

REPORTS TO: Township Board of Supervisors

FLSA STATUS: Exempt

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SECTION 3: APPOINING A AUTHORIZED

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SECTION 4: QUALIFICATIONS

The Township Manager shall be appointed solely on the basic of said individual's accountive and administrative abilities with consideration being given for training and/or expert mee to municipal management as determined by the Board of Supervisors. The Township Manager need not be a resident of the Thunship at the time of appointment or thereoffer. The Board of Supervisors may, in the direction, require that the Iswaship Manager reside a reasonable distance area the Monroe Township Manager Building.



SECTION DE LOSSESSATION

The compensation of the Township Hunger shall be see annually by resolution of the Board of Supervisors and shall be paid one of the general fund of the Township.

SECTION 6: DELEGATION OF NON-LEGASLATIVE POWERS AND DETTES

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SECTION A: LITTLES OF SELECTIP PARACLE.

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- (A) The Township Manager shall be the chief administrated officer of Menroe Township, being responsibly to the Edwid of Supervisors as a whole for the proper and efficient administration of the affairs of the Township. The powers and duties of the Township Manager shall relate to the general manager and of Township business not expressly imposed or contexts upon other Township officer, by statute, ordinance or regulation.
- (B) Perform dutings acquired order the Second Claus Township Code and all other applicable local, that and federal rules, laws or regulations.
- (C) Supervise and be responsible for the activing, of all mands cipal departments and numbered employees.
- (5) Formulate recommendation, for appointment, useparate and/or removal of Township employees and appointed edicinistrative officers except as otherwise provided by Law or ordinance.
- (E) Receipt and investigation of all complaints regarding services or personnal of the Township. Upon completion of investigation, reports thereon shall be promptly submitted to the Board of Superprisons.

- (F) Sale recommendation to the board of Super Sections.
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- (H) I pleasath to a one administration of the ladger aft yadoption by the Board of supervices.
- (I) Subil, to the Bourd of Supervisors, as soon as nuceful offer the close of the stars) year, a complete report on the rimancial and administrative activities of the Township for the proceeding year.
- (J) Propile and provide report constraint the consuct of all Township affects, said reports to be calculated to the hourd at opervisors on a regular basis a determined by the Brain of Supervisors, said reports to include specifically, but not a covereity by II stead to, the status of Township projects, constraints projects, programs agency, committees, countries, and intergrave resental agreements and relactionships.
- (K) Unders otherwise diracked, account all meeting of the hold of Supervisors and Electionred town http:Planning Countriates,
- (b) Trepare or cause to perpared the Light's for all esotings of the board of Supervisors.
- (M) Coordinate the projects and activities of and facilitate communication of, bore, on and among the PI naing Commission, Bearing the aring hours, Recreation board, Fundament Authorities and other species and committees to the satent consistent with law and a diamete.
- (N) With the ndvice of the Totalhip solition, take appropriate action to execute and inform the ordinances and resolutions of the Township and laws of the Commonwealth and the United States.
- (0) In are compliance with the provisions of all franchises, leader, permits and privilege: transed by Rosmo-Tounable.

- (P) By and ofth () approved if the found of haporelions, caples or layers, included continuous, expert and can the min to perform work on to provide addict in democration with any of the suddiction; at Democration bis.
- (6) Propure specifications for adversion and do all other act according for the implementation of states. For all founding matters, subject to the opposed and meshould the found of Supervisors.
- (R) Insure that All morder due are precedly paid and the proper proceedings are taken for the colority and collection of All claim of Core Community.
- purchases, in accordance with the provisions of applicable the and ordinance, of all supplies and engagement for the relate spentle, boards, a particular and other offices of the Teamship. E littain a ground and count ble accounting of all parchases and provide, upon request of the Board of Super-Lors, witten reports the second Subject to the approved of the Board of Super-Lors, the subject to the approved of the Board of Super-Lors, the subject inductions and parchasins of all mediates) supplies and subject.
- (f) Cooperate with the Board of Supervisors at all these and the all markers that the best interest of Jonese Township and at the general public may be calebraised.

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SECTION 10: SUPPOPE BY SACRETARY-TREASURER AND TOWNSHIP CHURCHES

The Termulip Secretary Tremsurer and all Termulip employee shall provide to the founding Conser such abdinizative and enter support on its enquired for the preser perforance in Yucquion or the duties of the office of Township Manager.

SECTION 11: CONTINUATION

The provisions of this Ordinance, so far is they are the and as those of Ordinances in force insedictely prior to the enactment of this Ordinance, and Introded is a continuetion of such Ordinances and not as now machiners. Providence of side Ordinance and I not all each or its ille; incurred, nor and they attack in suit or presenting pending or to be instituted to reform any right or panyly; or to punish any offense under the purioxity of in; Ordinance reproduct by this Ordinance.

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