

RESOLUTION #97-136

A RESOLUTION OF THE TOWNSHIP OF HOPEWELL,
BEAVER COUNTY PENNSYLVANIA,
ENTERING INTO AN EMPLOYMENT AGREEMENT
WITH EUGENE UNGAREAN RELATIVE TO HIS POSITION AS
CHIEF OF POLICE FOR THE TOWNSHIP OF HOPEWELL.

WHEREAS, the Hopewell Township Board of Commissioners previously appointed Eugene Ungarean as Chief of Police for the Township of Hopewell; and

WHEREAS, it is in the best interests of the Township of Hopewell and Eugene Ungarean that an Employment Agreement be entered into delineating the rights and responsibilities of the parties hereto.

NOW THEREFORE, be it resolved by the Board of Commissioners of the Township of Hopewell, a Municipal Corporation under the First Class Township Code, situate in Beaver County, Pennsylvania, and it is hereby resolved:

1. That Eugene Ungarean is the Chief of Police of Hopewell Township.
2. That it is in the best interests of the Township of Hopewell and Eugene Ungarean that an Employment Agreement be entered into wherein the rights and responsibilities of the parties are delineated.
3. That all the terms and conditions of employment, as outlined in the Employment Agreement attached hereto and marked as Exhibit "A", are hereby approved.

4. That Patsy D'Eramo, President of the Hopewell Board of Commissioners, and George Kozlina, Vice President of the Hopewell Township Board of Commissioners, are hereby authorized and directed to execute the acceptance of the Employment Agreement between the Township of Hopewell and Eugene Ungarean attached hereto and marked as Exhibit "A".

ADOPTED this 9 day of December, 1997.

ATTEST:

HOPEWELL TOWNSHIP
BOARD OF COMMISSIONERS

Patsy A. D'Eramo
Secretary

Patsy A. D'Eramo
President

EXHIBIT A

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of December, 1997, and between the Township of Hopewell, Beaver County, State of Pennsylvania, a municipal corporation, hereinafter called "Employer", as party of the first part, and Eugene Ungarean, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Eugene Ungarean as Chief of Police of the Township of Hopewell as provided by the foregoing Resolution and all applicable local, state and federal rules, regulations and statutes.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 - Duties

Employer hereby agrees to employ Eugene Ungarean as Chief of Police for the Township of Hopewell to perform all legally permissible and proper duties pursuant to all applicable local, state and federal rules, regulations and statutes and other necessary and proper functions as the Board of Commissioners shall from time to time assign.

Section 2 -Term

A. This Agreement shall remain in effect so long as Employee holds the position of Chief of Police for Hopewell Township.

Section 3 - Salary

Employer agrees to pay Employee for his services rendered pursuant to an annual Resolution adopted by the Board of Commissioners and payable in installments at the same time as other employees of the Employer are paid.

Section 4 - Hours of Work

A. The Employee shall work the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday. Employee may change his hours to accommodate various job tasks and duties that he must undertake with approval of the Township Manager.

B. It is important that Employee devote a great deal of time outside the normal office hours to the business of the Employer, and to that end Employee will be allowed to take five (5) compensatory days off during said normal office hours with notice to the Township Manager.

C. The Employee shall have the option to work Holidays or take them off at his discretion. If Employee opts to work on a given Holiday, he may take another day off of his choosing with notice to the Township Manager.

D. Vacation and personal days may be taken at the Employee's discretion with prior approval of the Township Manager.

E. The Employee may be permitted to work extra events such as school functions, grant-funded activities, etc. and receive pay associated with said activity. However, if the compensation for participating in said activity comes from a source other than the Township of Hopewell, then Employee shall only receive the rate of pay permitted by that source.

**Section 5 - Fringe Benefits and other Terms and
Conditions of Employment**

A. All regulations, policies and rules of the Township relating to vacation, retirement and pension system contributions, holidays, health and life insurance and other fringe benefits and working conditions as they now exist or hereafter may be amended with respect to the police employees also shall apply to the Employee.

B. The Sick Leave Policy for Hopewell Township Supervisors shall apply in all respects to Employee with only two revisions. In place of Fifteen (15) days per year at a payback rate of Ten (\$10.00) Dollars per day, Employee shall be entitled to Thirty (30) days per year at a payback rate of Fifty (\$50.00) Dollars per unused accumulated day. Pursuant to the Sick Leave Policy, Employee shall only be permitted to accumulate a total of One Hundred and Twenty sick days.

Section 6 - Dues, Subscriptions, Education and Training

A. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation

and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of the Employer.

B. The Board of Commissioners may permit Employee to attend educational and training conferences, schools, academies, meetings and seminars in order to remain current with his objectives as the Chief of Police. When not grant-funded, the cost of training will be paid from the Township Training Budget.

Section 7 - Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, including federal civil rights "torts", demand or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of Employee's duties. The protections may be provided through insurance mechanisms with the Employer paying any deductible. Employer, or its insurer, may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, though the parties agree that such compromise or settlement should be done only after consultation with the Employee.

Section 8 - Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 9 - Other Terms and Conditions of Employment

- A. The Commissioners, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.
- B. Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

Section 10 - General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall be come effective commencing December 31, 1997.
- D. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Township of Hopewell has caused this Agreement to be signed and executed in its behalf by the President of Board of Commissioners and duly attested by its Solicitor and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

ATTEST:

Patricia Yanny Bates
(Seal)

Patsy A. D'Eramo, Jr.
Hopewell Township Board
of Commissioners

APPROVED AS TO FORM AND LEGALITY:

Michael Brown
Township Solicitor

Lynell G. Garen
Employee

DATE 12/09/97