

**MUNICIPALITY OF MONROEVILLE**  
**ALLEGHENY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2785**

**AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE, ALLEGHENY COUNTY, PENNSYLVANIA APPOINTING ALEXANDER J. GRAZIANI AS MUNICIPAL MANAGER, PURSUANT TO SECTION 506(i) OF THE MONROEVILLE HOME RULE CHARTER, AND APPROVING AN EMPLOYMENT CONTRACT THAT ESTABLISHES THE TERM OF EMPLOYMENT, SALARY AND BENEFITS OF ALEXANDER J. GRAZIANI, PURSUANT TO SECTION 501(j) OF THE MONROEVILLE HOME RULE CHARTER.**

WHEREAS, Municipal Council has engaged in a comprehensive search with the assistance of Public Partners for a qualified candidate to serve as Municipal Manager;

WHEREAS, Municipal Council has determined that Alexander J. Graziani possesses the requisite qualifications and experience to serve the Municipality as Municipal Manager.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED AS FOLLOWS:

Section 1.     Appointment.

Alexander J. Graziani is hereby appointed as Municipal Manager of the Municipality of Monroeville.

Section 2.     Employment Contract.

An employment contract setting forth the term, salary and fringe benefits for Alexander J. Graziani is hereby approved as attached hereto as Exhibit A.

Section 3.     Severability.

If any section, sub-section, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 4.     Repealer.

Any ordinance, chapter, section, sub-section, paragraph, sentence, clause, or phrase conflicting with the provisions set forth in this Ordinance are hereby repealed to the extent of such conflict for the time period identified herein.

Section 5.     Effective Date.

This Ordinance shall be effective on January 3, 2024.

ORDAINED AND ENACTED this 2<sup>nd</sup> day of January, 2024.

ATTEST:

MUNICIPALITY OF MONROEVILLE

  
\_\_\_\_\_  
Timothy J. Little  
Municipal Manager

  
\_\_\_\_\_  
Dr. Nicholas J. Gresock  
Mayor

ENTERED INTO LEGAL BOOK: January 12, 2024

EXHIBIT A

ATTACHED EMPLOYMENT AGREEMENT

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") executed this 2nd day of January, 2024, to be effective on January 2, 2024 (the "Effective Date") by and between the Municipality of Monroeville, a Pennsylvania political subdivision (hereafter the "Municipality") and Alexander J. Graziani ("Graziani")

WHEREAS, the Municipality desires to employ Graziani as its Municipal Manager pursuant to the terms of Article VII of the Municipality of Monroeville Home Rule Charter and this Agreement, and Graziani desires to accept such employment; and,

WHEREAS, the Municipality and Graziani desire to enter into this Agreement to more fully set forth their respective rights and responsibilities;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term. Graziani's first day of employment in this position shall be January 2, 2024. Subject to the provisions of this Agreement, Graziani shall commence employment with the Municipality for an indefinite period of time. The Municipality and Graziani acknowledge that it is their intent to establish an "at will" employment relationship, which may be terminated at any time, subject to the provisions of this Agreement. This Agreement will commence on January 2, 2024, and expire on January 5, 2026.

2. Position. Graziani shall be employed as the Municipality's Manager and shall report directly to Municipality of Monroeville Council ("Council") and shall have such duties and authority as set forth in Article VII of the HRC and such other duties and responsibilities as Council may assign from time to time. During employment with Municipality, Graziani will devote Graziani's full business time and best efforts to the performance of Graziani's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise, which would conflict or interfere with the rendition of such services, either directly or indirectly, without the prior consent of the Council; provided that nothing herein shall preclude Graziani from (i) engaging in charitable activities and community affairs; (ii) managing his personal investments and affairs; and/or (iii) limited outside activity such as teaching, mentoring or other professional development.

3. Base Salary. The Municipality shall pay Graziani a base salary as set forth on Exhibit A, attached hereto and made a part hereof, payable in regular bi-weekly installments in accordance with the Municipality's usual salary payment practices for management employees. Graziani shall be entitled to such adjustments in Graziani's base salary as may be determined from time to time in the sole discretion of the Council and memorialized in an updated Exhibit A ("Base Salary").

4. Employee Benefits. During the term of employment, Graziani shall be entitled to participate in the Municipality's employee benefit plans for management employees including, but not by way of limitation (i) coverage under the Municipality's existing health care

plan established for its employees, subject to any personal contribution for such plan at the prevailing rate for administrative employees; (ii) participation in the Municipality's deferred compensation plan for management employees, with contributions matched by the Municipality of up to 4% of Graziani's base salary pursuant to Section 457 to an institution or plan of Graziani's choice; (iii) long-term disability insurance coverage; (iv) annual paid vacation in the amount of fifteen (15) days, to be taken subject to the approval of the Council and consistent with the Municipality policy for employee vacations; (v) a cell phone with unlimited data plan; (vi) a laptop computer and IT equipment with access to employer VPN; and (vii) such other employee benefits as set forth in Ordinance No. 2760, to the extent that such benefits do not conflict with benefits specifically enumerated in this Agreement, in which case the benefits specifically enumerated in the Agreement shall prevail. Graziani acknowledges that the Municipality reserves the right to amend or change the prevailing employee benefit plans from time to time.

5. Business Expenses. During the term of employment, any reasonable travel and other expenses incurred by Graziani in the performance of Graziani's duties to the Municipality hereunder shall be reimbursed by the Municipality at the prevailing IRS/GSA reimbursement rates.

6. Professional Membership and Development Expenses. The Municipality shall pay, subject to prior Council approval, for dues to professional organizations and publication subscriptions, as well as registration and travel expenses associated with Graziani's participation in up to two (2) annual professional or managerial organization conferences which relate to the operations and management of the Municipality.

7. Insurance. The Municipality at its sole cost shall provide Graziani with (i) Professional Liability/Errors and Omissions insurance coverage, and (ii) a Surety Bond.

8. Termination. Graziani's employment hereunder may be terminated by either party at any time and for any reason; provided that Graziani will be required to give the Municipality at least sixty (60) days' advance written notice of any resignation of Graziani's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 8 shall exclusively govern Graziani's rights upon termination of employment with the Municipality.

a. By the Municipality For Cause or By Graziani's Resignation Without Good Reason.

(i) Graziani's employment hereunder may be terminated by Municipality for Cause (as defined below) and shall terminate automatically upon Graziani's resignation without Good Reason (as defined in Section 8(c)(ii)).

(ii) For purposes of this Agreement, "Cause" shall mean (A) Graziani's continued and willful, intentional or grossly negligent failure to substantially perform Graziani's duties hereunder (other than as a result of total or partial incapacity due to physical or mental illness), (B) Graziani's arrest or indictment, conviction, or plea of nolo contendere to a crime constituting (x) a felony under the laws of the United States or any state thereof or (y) a

misdemeanor involving moral turpitude, deceit, dishonesty or fraud that relates to the Municipality property, (C) the willful, intentional or grossly negligent conduct of Graziani which is demonstrably and materially injurious to the Municipality, monetarily or otherwise For purposes of this definition of Cause, no act, or failure to act, on Graziani's part shall be deemed willful, intentional or grossly negligent if Graziani acted in good faith and in a manner that Graziani reasonably believed to be in, or not opposed to, the best interests of the Municipality.

(iii) If Graziani's employment is terminated by the Municipality for Cause, or if Graziani resigns without Good Reason, Graziani shall be entitled to receive:

(A) the Base Salary through the date of termination;

(B) reimbursement for any unreimbursed business expenses properly incurred by Graziani in accordance with the Municipality policy prior to the date of Graziani's termination; and

(C) such Employee Benefits, if any, as to which Graziani may be entitled under the employee benefit plans of the Municipality (the amounts described in clauses (A) through (C) hereof (collectively being referred to as the "Accrued Rights").

Following such termination of Graziani's employment by the Municipality for Cause or resignation by Graziani without Good Reason, except as set forth in this Section 8(a)(iii), Graziani shall have no further rights to any compensation or any other benefits under this Agreement.

b. Disability or Death.

(i) Graziani's employment hereunder shall terminate upon Graziani's death. If Graziani becomes physically or mentally incapacitated so as to be unable to perform the essential functions of Graziani's duties (such incapacity is hereinafter referred to as "Disability"), then (A) the Municipality may allow another employee to perform Graziani's duties and responsibilities during the period of such Disability. If any question shall arise as to whether, during any period Graziani is disabled so as to be unable to perform the essential functions of Graziani's then existing position or positions with or without reasonable accommodation, Graziani may, and at the request of the Municipality shall, submit to the Municipality a certification in reasonable detail by a physician selected by the Municipality, to whom Graziani or Graziani's guardian has no reasonable objection, as to whether Graziani is so disabled and how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. Graziani shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and Graziani shall fail to submit such certification, the Municipality's determination of such issue shall be binding on Graziani. Nothing in this Section 8(b) shall be construed to waive Graziani's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq. and the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq. Nothing in this Section shall conflict with any benefit or insurance coverage provided by the Municipality for employee disabilities, such as long-term disability insurance.

(ii) Upon termination of Graziani's employment hereunder for either Disability or death, Graziani or Graziani's estate (as the case may be) shall be entitled to receive the Accrued Rights.

Following Graziani's termination of employment due to death or Disability, except as set forth in this Section 8(b)(ii), Graziani shall have no further rights to any compensation or any other benefits under this Agreement.

c. By Municipality Without Cause or Resignation by Graziani for Good Reason.

(i) Graziani's employment hereunder may be terminated by the Municipality without Cause or by Graziani's resignation for Good Reason (as defined below).

(ii) For purposes of this Agreement, "Good Reason" shall mean (A) the failure of the Municipality to pay or cause to be paid Graziani's Base Salary or any other amounts when due hereunder, or (B) any substantial and long term diminution in Graziani's authority or responsibilities from those described in Section 2 hereof; provided that any of the events described in clauses (A) and (B) of this Section 8(c)(ii) shall constitute Good Reason only if Municipality fails to cure such event within 30 days after receipt from Graziani of written notice of the event which constitutes Good Reason.

(iii) If Graziani's employment is terminated by Municipality without Cause (other than by reason of death or Disability) and other than any termination by the Municipality following Municipality's receipt of a Notice of Termination (as defined below) from Graziani setting forth Graziani's intention to resign without Good Reason, as described in Section 8(a)(i) or if Graziani resigns for Good Reason, Graziani shall be entitled to receive:

subject to Graziani's execution without revocation, within 45 days following the date of Graziani's termination of employment, of a general release agreement in a form acceptable to the Municipality, a portion of Base Salary at the rate then in effect for Graziani, payable in equal bi-weekly installments beginning on the date of termination of employment and continuing until fully paid in the amount of six (6) month's salary during the term of the Agreement.

Following Graziani's termination of employment by the Municipality without Cause (other than by reason of Graziani's death or Disability) or by Graziani's resignation for Good Reason, except as set forth in this Section 8(c)(iii), Graziani shall have no further rights to any compensation or any other benefits under this Agreement.

d. Notice of Termination. Any purported termination of employment by the Municipality or by Graziani (other than due to Graziani's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 9(h) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be performed entirely within such jurisdiction. Any controversy or claim arising out of or relating to this Agreement or Graziani's employment with the Municipality or the termination thereof shall be resolved by the state and federal courts situated in Allegheny County, Pennsylvania. Each party shall be responsible for such party's legal fees and expenses incurred in connection with such litigation.

b. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Graziani by the Municipality. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Mitigation: No Offset. In the event of any termination of Graziani's employment under Section 8 of this Agreement, Graziani shall be under no obligation to seek other employment and there shall be no offset against amounts due Graziani under this Agreement, or otherwise, on account of any remuneration or other benefit attributable to any subsequent employment that Graziani may obtain.

d. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

e. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

f. Assignment. This Agreement, and all of Graziani's rights and duties hereunder, shall not be assignable or delegable by Graziani. Any purported assignment or delegation by Graziani in violation of the foregoing shall be null and void *ab initio* and of no force and effect. This Agreement shall be assigned by the Municipality to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Municipality. Upon such assignment, the rights and obligations of the Municipality hereunder shall become the rights and obligations of such affiliate or successor person or entity.

g. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

h. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been



mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Municipality:

Municipality of Monroeville  
2700 Monroeville Boulevard  
Monroeville, PA 15146  
Attn: Mayor

If to Graziani:

Alexander J. Graziani  
514 Harrison Avenue  
Greensburg, PA 15601

i. Representations.

(i) Graziani hereby represents to the Municipality that the execution and delivery of this Agreement by Graziani and the Municipality and the performance by Graziani of Graziani's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Graziani is a party or otherwise bound.

(ii) The Municipality represents and warrants that: (A) it is fully authorized by action of its Council (and of any other person or body whose action is required) to enter into this Agreement and to perform its obligations under it; (B) to the best of its knowledge and belief, the execution, delivery and performance of this Agreement by the Municipality does not violate any law, regulation, order, judgment or decree or any agreement, plan or corporate governance document of the Municipality; and (C) to the best of its knowledge and belief, upon the execution and delivery of this Agreement by the parties, this Agreement shall be the valid and binding obligation of the Municipality, enforceable in accordance with its terms, except to the extent enforceability may be limited by applicable laws.

j. Prior Agreements. This Agreement supersedes all prior agreements and understandings (including oral agreements) between Graziani and the Municipality regarding the terms and conditions of Graziani's employment with the Municipality.

k. Cooperation. Graziani shall provide Graziani's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Graziani's employment hereunder and Graziani's not unreasonably interfere with the Graziani's subsequent employment. This provision shall survive any termination of this Agreement. The Municipality agrees to reimburse Graziani, in accordance with the Municipality's policies, promptly for Graziani's reasonable and

documented out-of-pocket expenses incurred in connection with the cooperation obligation set forth in this Section 9(k). Notwithstanding the foregoing, the preceding cooperation obligation shall not apply to any actions proceeding or controversy between Graziani and the Municipality or as to which it could reasonably be determined that Graziani's right to subsequently enforce Graziani's rights under this Agreement could be prejudiced.

l. Withholding Taxes. The Municipality may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

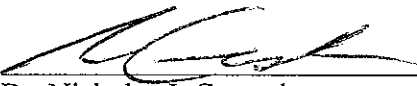
m. Confidentiality and Non-Disclosure. Graziani agrees that during his employment pursuant to this Agreement, and for a period of three (3) years following the termination of his employment in any manner, Graziani will not disclose any proprietary or confidential information, in any form, to any third party without the prior written consent of the Municipality, except as required to be disclosed by law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:

MUNICIPALITY OF MONROEVILLE

By: Eric Poach  
Title: DEPUTY MAYOR

By:   
Dr. Nicholas J. Gresock  
Mayor

  
Alexander J. Graziani

**Exhibit A**

**Schedule of Compensation**  
**(this schedule may be amended and substituted from time to time)**

Base Salary: \$150,000.00

Additional Benefits: None at this time.

Dated: 01/02/2024

Initials: Municipality NJG

Graziani cpj