ALTOONA CITY OFFICIAL
APPOINTMENT AGREEMENT
TO THE BOARD OF THE ALTOONA WATER AUTHORITY

This Appointment Agreement (this "**Agreement**") is made this 10TH day of JANUARY 2022, by and between the CITY OF ALTOONA, Pennsylvania (the "**City**"), by its City Council (the "**Council**"), and the undersigned, currently serving as **OMAR STROHM**, City Manager of the City (the "**Official**").

RECITALS

WHEREAS, pursuant to the City of Altoona Home Rule Charter (the "**Charter**"), and by law, the Mayor is vested with the power to nominate and the Council is vested with the power to appoint, members to the Board of the Altoona Water Authority (the "**Authority**");

WHEREAS, the Mayor desires to nominate and Council desires to appoint the Official to serve as a member of the Board of the Authority but only during his term as such Official of the City, described above;

WHEREAS, the Official agrees to accept Council's appointment commencing and ending under the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the parties agree as follows:

AGREEMENT

1. Council shall appoint the Official to serve as a member of the Board of the Authority, effective upon the date of his appointment thereto by Council, and under the terms and conditions set forth in this Agreement.

2. The Official's term as a member of the Authority Board shall expire upon the occurrence of the earliest of any of the following:

   a. Expiration of the five-year term applicable to the such membership on the Authority Board;

   b. Removal for cause from the Authority Board, pursuant to the any applicable law;

   c. Disqualification, death or resignation of the Official from the Authority Board; or

   d. The conclusion or termination of the Official's term as said officer of the City, for whatever reason or cause.

3. Following the event described in paragraph 2d above, and unless otherwise approved in writing by the Council: (1) the Official shall be deemed to have resigned, and such term on the Authority Board deemed expired, without further action in his or her part, and (2) the

Official shall pay the City, as liquidated damages, the sum of $500 for each meeting that the Official attends and participates as a member of the Authority Board after such term has expired, and (3) the Mayor and Council may proceed to immediately fill the seat left vacant by such expired term.

4. The Official shall not accept compensation of any kind arising from or relating to membership on the Authority Board including but not limited to a salary or stipend as a member or officer of the Authority Board, free or discounted utility or other services, use of Authority assets, dining or entertainment paid by a vendor or professional hired by the Authority, or other direct or indirect remuneration; provided, however, that the Official may be reimbursed for the actual out-of-pocket expenses for seminar fees, mileage, lodging or meals when traveling on business of the Authority beyond 50 miles of the City of Altoona.

5. The Official expressly acknowledges that the Council shall be entitled to seek relief in the Court of Common Pleas of Blair County, Pennsylvania (the "**Court**"), for any breach or threatened breach of this Agreement. Nothing contained herein shall prevent or delay the Council from seeking in such Court monetary damages, mandamus, specific performance, or other appropriate remedies in the event of any breach or intended breach by the Official of any of the obligations or conditions hereunder.

6. If any provision or provisions of this Agreement should be held to be invalid or unenforceable by the Court or other court of competent jurisdiction, such provision or provisions shall nevertheless be effective and enforceable to the extent deemed reasonable thereby, and the remainder of this Agreement shall continue in full force and effect.

7. This Agreement represents the entire agreement between the Council and the Official with respect to the subject matter hereof and may be amended only by a writing signed by the Council and the Official and is binding on the heirs, executors, administrator, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties, each intending to be legally bound, have executed this Agreement as of this date, month, and year as first above written.

ATTEST:

Linda Rickens Schellhammer

Linda Rickens Schellhammer, City Clerk

CITY OF ALTOONA,
Blair County, Pennsylvania

By: _____
Matthew Pacifico, Mayor

WITNESS:

Kimberly A. Carrieri
Kimberly A. Carrieri

OFFICIAL

Omar Strohm
Omar Strohm, City Manager