ALTOONA CITY OFFICIAL
APPOINTMENT AGREEMENT
TO THE CITY OF ALTOONA REDEVELOPMENT 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 Matthew Pacifico, currently serving as a Mayor of the City (the "**Official**").

RECITALS

WHEREAS, pursuant to the law, the Mayor is vested with the power to appoint members to the Board of the Redevelopment Authority (the "**Authority**");

WHEREAS, the Mayor agrees to condition his appointment upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. The Mayor has been appointed to serve as a member of the Board of the Authority, and agrees to condition his appointment upon 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 Administrative Code, any applicable home rule charter provision, or otherwise by law;

   c. Disqualification 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 on his or and/or the part of the Council, and (2) the Official shall pay the City, as liquidated damages, the sum of $500 for each meeting that the Official attends and participates in as a member of the Authority Board.

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 as a member and/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.

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:

By: _____

Jesse Ickes, Vice/Mayor

OFFICIAL:

_____

Matthew Pacifico

Witness:

Kimberly A. Carrieri

Kimberly A. Carrieri