

**ROBERT HARRISON
EMPLOYMENT AGREEMENT FOR CITY MANAGER**

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EMPLOYMENT AGREEMENT FOR CITY MANAGER

THIS EMPLOYMENT AGREEMENT (hereafter referred to as "Agreement"), is by and between the City of Yakima, Washington, a Washington municipal corporation (hereafter referred to as "City"), and Robert Harrison (hereafter referred to by name or as "City Manager").

WHEREAS, the City desires to employ Robert Harrison as City Manager of the City of Yakima, as provided for in Article II of the City Charter of the City of Yakima (hereafter referred to as "City Charter"); and

WHEREAS, the City, through its City Council, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Robert Harrison desires to accept employment as City Manager of the City of Yakima under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

- A. The City of Yakima hereby employs and appoints Robert Harrison as its City Manager, effective on the date provided in Section 1B and under the terms of this Agreement, to perform the duties and functions specified in Article II, Section 9 of the City Charter, the Yakima Municipal Code and Washington law, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.
- B. The City's employment of Robert Harrison as City Manager shall be effective on September 1, 2020. This Agreement shall remain in effect until terminated by the City or by the City Manager as provided herein.

Section 2. Salary and Performance Evaluation.

- A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Manager an annual base salary of two hundred and seven thousand dollars (\$207,000), payable in monthly installments at the same time as other City employees are paid.
- B. After the first year of the City Manager contract term, the City Manager will receive pay and compensation adjustments as shall be specifically authorized and approved by the City Council from time to time. City Manager salary increases shall not follow compensation step increase amendments such as are set forth in the Yakima Municipal Code for other management employees. This condition is intended to avoid any perception of unfair dealing or conflict of interest by the City Manager when negotiating salary rate increases. The City may increase the City Manager's base salary and/or other benefits in such amounts and to such an extent as the City Council may determine appropriate on the basis of an annual performance evaluation.
- C. The City Council shall annually review the performance of the City Manager. The annual evaluation shall be in such form as the Council deems appropriate and shall be conducted between July 1st and August 31st of each year this Agreement is in effect.

The City Manager's first annual evaluation shall be based on a work plan that includes, but shall not be limited to, specific strategic accomplishments and objectives that shall become the basis for future annual evaluations. The work plan shall be cooperatively developed and modified from time to time and shall be mutually agreed upon by the City Manager and the City Council. The essential elements of the first year work plan shall include, but shall not be limited to:

- Strategic Plan FY 2020-2023
- Annual Business Plan FY 2020
- Five Year Financial Plan FY 2020-2025
- Organizational Quality Initiative Plan
- Organizational Management and Process Review

The review process shall be the City Council's resource to identify 1) overall City Manager performance, 2) areas of performance that require modification or improvement, and 3) new performance objectives. Following the annual evaluation process the Mayor shall provide the City Manager with a written summary statement of the Council's findings and comments and thereafter shall arrange an opportunity for the City Manager to discuss the evaluation with the Council. Unless otherwise specifically requested by the City Manager, the evaluation process shall be conducted in executive session and shall be considered confidential to the extent permitted by law.

- D. Nothing in this Section shall require the City Council to increase the base salary or other benefits of the City Manager. Furthermore, the City Council's failure to conduct any annual performance evaluations shall not constitute non-compliance with a material provision of this Agreement.
- E. Beginning January 1, 2021, the City of Yakima will contribute three percent (3%) of base wages to the City of Yakima 457 Deferred Compensation Plan. The City Manager may elect to defer additional wages consistent with the approved 457 plan regulations.

Section 3. Duties and Obligations.

- A. The City Manager shall have the duties, responsibilities and powers of said office under the City Charter, the Yakima Municipal Code, and Washington law. The City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.
- B. The City Manager shall remain in the exclusive employ of the City and shall devote all necessary time, attention, knowledge and skills required to faithfully perform his duties under this Agreement. The City Manager may, however, engage in educational or professional activities upon receipt of approval by the City Council, provided that such activities shall not interfere with his primary obligation to the City as its City Manager. The City Manager shall dedicate no less than an average of forty (40) hours per week to the performance of his City Management duties hereunder. The City Manager may telecommute one day per week, at his discretion, during the term of this agreement.
- C. If the City Manager serves on any appointed boards or elected boards of any professional organization, or serves on any committees related to his professional activities, in the event any monies are paid to, or gifts received by the City Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise specifically provided by the City Council.

- D. In the event the City Manager is temporarily unable to perform his duties, he shall designate an Acting City Manager to perform during his unavailability.
- E. The City Manager shall, at all times, uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein by this reference. The City Manager shall not seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Section 4. Automobile Allowance and Communication Equipment.

- A. Pursuant to YMC 2.20.097, the City Manager shall be paid the amount of four hundred (\$400.00) each month as a vehicle allowance, and the City Manager shall purchase, maintain, and insure his vehicle. The payment will be included with the City Manager's monthly compensation amount as a separate compensation item. The vehicle allowance shall be treated as a taxable benefit and shall be subject to normal withholding taxes. The automobile allowance will not be included in any calculations as base pay.
- B. The City Manager will receive a City-issued cellular telephone to be used for City business in accordance with City policies.

Section 5. Dues and Subscriptions.

Pursuant to YMC 2.20.085(6), the City will pay the City Manager's professional dues for membership in the International City/County Management Association (ICMA), Washington City/County Management Association (WCMA), and Local Government Hispanic Network (LGHN). Other appropriate dues and subscriptions on behalf of the City Manager will be paid by the City if funds are available in the City's annual budget.

Section 6. Professional Development.

Pursuant to YMC 2.20.085(5), and in accordance with the City's travel policy, the City Council agrees to pay reasonable and customary travel and subsistence expenses for the City Manager's travel to and attendance at the International City/County Management Association Annual Conference, the Washington City/County Management Association's spring and/or summer conference; Local Government Hispanic Network conference and/or meetings and the Association of Washington Cities' ("AWC") annual conference and/ or regional conferences. The City will also pay reasonable and customary travel and subsistence expenses relating to continuing professional development. The City Council may choose to pay for the City Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and may approve by specific City Council action.

Section 7. Community Involvement.

The City recognizes the desirability of representation in and before local civic clubs and organizations, and encourages the City Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas. The City Council will consider paying reasonable membership costs for the City Manager's participation in relevant community organizations.

Section 8. Vacation and Sick Leave.

- A. The City Manager shall accrue personal time off (PTO), which accrual increases with length of service as provided in the City of Yakima Paid Time Off Policy, with the City Manager accruing PTO time at the highest rate provided to any other similarly tenured employees, under the same rules and provisions applicable to other employees. For the purposes of this policy, the City Manager shall be deemed to have one hundred twenty six (126) months of continuous service.
- B. The City Manager shall be credited with a bank of eighty (80) hours of PTO time at his start date with the City of Yakima.

Section 9. Holidays.

The City Manager is entitled to each of the City's specified paid holidays pursuant to YMC 2.40.080(A).

Section 10. Health, Dental, Life and Disability Insurance.

The City of Yakima provides an employee Health Care Plan. Health care coverage, including limited vision care and limited dental insurance, is available for City employees and their dependents, for which the City cost shares. The City employees' participation in the Health Care Plan is generally required. However, pursuant to YMC Chapter 2.04.030(C), the City Council may agree to apply the exemption set forth therein, in accordance with that exemption provision. The City Manager shall pay a calculated share of his and any of his dependent's health insurance costs according to a rate schedule established for management employees; premium rates may be adjusted annually.

The City will provide other insurance, or the availability of other insurance such as life and disability insurance, for the City Manager as it does for management employees.

Section 11. Residency.

The City Council prefers that the City Manager resides within the City of Yakima.

Section 12. Retirement.

The City shall contribute 12.86%, or such other amount as shall be determined by the state, of the City Manager's base monthly salary each month into the Washington State Public Employees Retirement System. This amount is subject to change annually and will be the standard rate applicable to all management employees.

Section 13. Termination by the City and Severance Pay.

- A. Pursuant to Article II, Section 8 of the City Charter, and as provided herein, the City Manager shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement and the City Manager's employment with the City at any time, for any reason or for no reason.
- B. Should a majority of the entire City Council (four members) vote to terminate the services of the City Manager "without cause" in accordance with Article II, Section 8 of the Yakima City Charter, then following the conclusion of the termination procedure set forth therein the Council shall cause the City Manager to be paid any accrued and unpaid salary and benefits earned (including annual leave, sick leave per the Paid Time Off (PTO) Policy and insurance

but excluding such items and allowances as are used in conducting City business such as, but not limited to, the automobile allowance and use of a City-issued cell phone) prior to the date of termination, based on a forty (40) hour work week. If the City Manager is terminated "without cause" during the first year of his employment, then following the completion of the termination procedure described in the Charter, the Council shall cause the City Manager to be paid a lump sum severance pay equal to six (6) months of his base salary as full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement or otherwise.

Likewise, if the City Manager is terminated "without cause" after completion of his first year of employment and before the end of his third year of employment, then following the completion of the termination procedure described in the Charter the Council shall cause the City Manager to be paid a lump sum severance pay equal to six (6) months of his base salary as full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the City Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City, the City Council members and the City's officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney.

- C. If the City of Yakima holds an election and through the election process the citizens choose to adopt the Mayor-Council form of government, the City Manager agrees to remain with the City for up to forty-five (45) days after the elected Mayor takes office to assist during the transition period. Within forty-five (45) calendar days following the effective date of the newly elected Mayor taking office the City Manager shall be paid severance pay subject to each of the provisions outlined in Section 13, Paragraph B and D of this Agreement. If severance is paid, as consideration for such payment the City Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City, the City Council members and the City's officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney.
- D. If the City exercises its termination rights under section B or C of this section, in addition to the severance payment, the City shall contribute the equivalent of six (6) months of COBRA payments to a VEBA to enable continuation in the City's Health Insurance Plan. The COBRA payment shall be equivalent to the City's share of the Health Insurance Plan contribution.
- E. In the event the City Manager is terminated for "just cause," the City shall have no obligation to pay any of the severance amounts identified in Section 13, Paragraph B and D of this Agreement. For purposes of this Agreement, "just cause" is defined, and limited for purposes of this Agreement, to comprise any of the following:
 - 1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities.
 - 2. Conviction or a plea of guilty or no contest to a felony crime, whether or not adjudication is withheld.
 - 3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
 - 4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.

5. The commission of any fraudulent act against the interest of the City.
 6. The commission of any act which involves moral turpitude, or which causes the City disrepute.
 7. Violation of the International City/County Management Association (ICMA) Code of Ethics.
 8. Any other act of a similar nature of the same or greater seriousness.
- F. In the event the City Council, at any time during the employment term, reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the event the City allegedly refuses to comply with any other material provision of this Agreement benefiting the City Manager, the City Manager shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation; otherwise, the City Manager may at his option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 14. Termination by the City Manager.

The City Manager may terminate this Agreement at any time by delivering to the City Council a written notice of termination not less than ninety (90) days before the effective date of the termination. If the City Manager terminates this Agreement, then the severance provisions of Section 13, above, shall not apply. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation due to the City Manager up to the City Manager's final day of employment. Payout of accumulated annual and sick leave shall be governed by the same Ordinances and policies as those for City management employees. The City shall have no further financial obligation to the City Manager pursuant to this Agreement. This Section shall not prevent the City Manager from collecting any money earned as a result of participation in the City's deferred retirement program.

Section 15. Disability.

If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks after 1) any accrued leave has been exhausted, and 2) after the expiration of any other period of time the employee is otherwise legally entitled to, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 13, Paragraph B of this Agreement.

Section 16. Relocation Expenses.

The City agrees to pay the City Manager up to ten thousand dollars (\$10,000) to reimburse the City Manager for the costs associated with the cost of the relocation of himself and his family (as defined in IRS Publication 521). Pursuant to YMC 2.20.085, the relocation expenses are provided specifically for the cost of moving the household goods and personal effects of the City Manager from his place of residence to the City of Yakima. Reasonable and necessary moving expenses

shall be reimbursed only when the City Manager can produce receipts to document the expenditure, or when the invoices are submitted so that the City can pay the moving company directly.

Should the City Manager resign within two years of his employment with the City to retire or accept a position elsewhere, he shall reimburse to the City a prorated share of any expenses the City has paid to assist with his relocation. The reimbursement shall be calculated based upon the number of months remaining in the twenty-four month period. A percentage of the total relocation expenses paid by the City shall be reimbursed in an amount equal to the percentage of months remaining in the first twenty-four months, commencing from the beginning of employment.

Reimbursement to the City of relocation expenses is not required if the Manager should die within the first two (2) years or resign within such time due to disability.

Section 17. Indemnification.

- A. The City Manager shall be entitled to the benefits of and subject to the responsibilities stated in City of Yakima Resolution No. D-5820, entitled "Resolution providing for indemnification against personal liability for City personnel", as well as any additional protections provided by State of Washington law, including RCW 4.96.041.
- B. The indemnification provided in this Section 17 shall extend beyond the termination of employment and the expiration of this Agreement, to provide protection to the City Manager for any acts undertaken or committed while acting in the capacity of City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 18. Bonding.

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

Section 19. General Terms and Conditions.

- A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or the personal representative of the City Manager.
- D. This Agreement contains the entire Agreement of the parties. Any prior discussions or representations by or between the City and the City Manager are merged into and rendered null and void by this Agreement. This Agreement may not be changed orally, but only by a written Agreement signed by the parties.
- E. Washington law shall govern this Agreement. Any litigation that may arise with respect to the terms and conditions of this Agreement, shall be filed and litigated in a court of competent jurisdiction in Yakima County, Washington.

- F. Should the City Manager die while fulfilling the requirements of this Agreement, the City's obligations under this Agreement shall terminate except for:
1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
 2. Payment of accrued leave balances in accordance with this Agreement;
 3. Payment of all outstanding hospitalization, medical and dental bills in accordance with the City's insurance policies or plans, if applicable; and
 4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans then in effect.
- G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.
- H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.
- I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

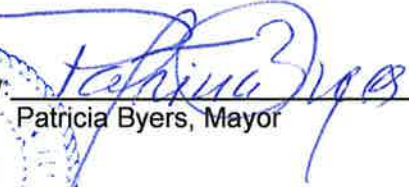
EXECUTED by the City of Yakima this 4th day of August, 2020.

CITY OF YAKIMA

ATTEST:

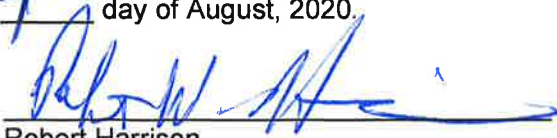
By: 

Sonya Claar-Tee, City Clerk

By: 

Patricia Byers, Mayor

EXECUTED by Robert Harrison this 4th day of August, 2020.


Robert Harrison

City Contract No.: 2020-134

Resolution No.: R-2020-094



ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in June 2020. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2020.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. We believe professional management is essential to efficient and democratic local government by elected officials.

Tenet 2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

Tenet 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify

premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, or sexual orientation.

Tenet 4. Serve the best interests of the people.

GUIDELINES

Impacts of Decisions. Members should inform their governing body of the anticipated effects of a decision on people in their jurisdictions, especially if specific groups may be disproportionately harmed or helped.

Inclusion. To ensure that all the people within their jurisdiction have the ability to actively engage with their local government, members should strive to eliminate barriers to public involvement in decisions, programs, and services.

Tenet 5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Tenet 6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

GUIDELINE

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements,

marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.