

CITY CLERK MEMORANDUM
10-50

DATE: July 13, 2010

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: SPECIAL MEETING OF CITY COUNCIL

Consistent with Article II, Section 2 of the Oak Ridge City Charter, and at the request of the Mayor, a special meeting of City Council is hereby called for Thursday, July 15, 2010, at 6:00 p.m. in the Municipal Building Courtroom.

The purpose of the meeting is to consider the adoption of a resolution appointing Mark S. Watson to serve as City Manager of the City of Oak Ridge for an initial term of three (3) years, effective August 9, 2010, at an annual salary of \$131,996.80 and in accordance with the provisions set out in a negotiated employment agreement.


City Clerk

cc: Gary M. Cinder, Interim City Manager
Kenneth R. Krushenski, City Attorney

OAK RIDGE CITY COUNCIL SPECIAL MEETING
Municipal Building Courtroom

July 15, 2010 – 600 p.m.

AGENDA

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**

3. **RESOLUTION**

A resolution appointing Mark S. Watson to serve as City Manager of the City of Oak Ridge for an initial term of three (3) years, effective August 9, 2010, at an annual salary of \$131,996.80 and in accordance with the provisions set out in the attached Employment Agreement.

4. **ADJOURNMENT**

**CITY CLERK MEMORANDUM
10-51**

DATE: July 13, 2010

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: APPOINTMENT OF MARK S. WATSON AS CITY MANAGER

Attached is a letter to Mayor Beehan from Mark S. Watson in which he advises that he has reviewed the attached employment agreement ("Contract for Services") and acknowledges that it reflects the terms that he had discussed with the Mayor. He also indicates that he is prepared to execute the document if approved by City Council.

This special meeting to consider the adoption of a resolution to appoint Mr. Watson City Manager has been called in accordance with the Mayor's instructions as issued to me in writing on Friday, July 2, 2010. The Mayor expects to return to Oak Ridge late this evening (at about 11:00 p.m.) and will be present for the special meeting.

The attached employment agreement is the same as the agreement approved as a negotiation tool on June 30, 2010, with the negotiated changes highlighted in bold. The insertion of Mr. Watson's name and the relevant dates requires no explanation beyond affirming that the performance evaluation provisions, including the target dates, are the same as those that were in effect for James R. O'Connor. Following is a comparison of terms proposed by Mr. Watson to those that were approved for Mr. O'Connor at the time of his employment in February 2004.

Section 2. Term

James R. O'Connor: Three (3) years

Mark S. Watson: Three (3) years

Section 5. Termination and Severance Pay

James R. O'Connor: A sum equal to six (6) months' aggregate salary plus any accrued leave and benefits less applicable deductions as required by agreement, law, ordinance or policy for other employees and/or the City Manager's matching portion of benefits provided for and during said six (6) months' severance period.

Mark S. Watson: A lump sum cash payment equal to six (6) months' aggregate salary plus one (1) additional month's aggregate salary for each year of service for the first six years, not to exceed a total of 12 months, plus any accrued general leave and benefits less applicable deductions as required by agreement, law, ordinance or policy for other employees and/or the City Manager's matching portion of benefits provided for and during said severance period.

Section 7. Salary

James R. O'Connor: \$112,008.00 (beginning) \$131,955.20 (ending)
Mark S. Watson: \$131,996.80

Section 14. Leave

Please see the attached e-mail message from the City's Personnel Director, Penny Sissom, which explains the current Personnel Plan provisions related to *Leave*. Those same provisions were not in effect at the time of the employment of Mr. O'Connor.

James R. O'Connor: As of the date of commencement of employment, the City Manager shall have credited to his account 60 hours of sick leave and 120 hours of annual leave. Thereafter, the City Manager shall accrue annual and sick leave in the same manner as other City employees and as specified in Article 11 of the Personnel Ordinance.

Mark S. Watson: The City Manager shall be credited 120 hours of general leave and 140 hours of emergency leave upon the effective date of his employment with the City and shall thereafter accrue leave in the same manner as other City employees and as specified in Article 11 of the City of Oak Ridge Personnel Plan.

Section 19. Moving and Relocation Expenses

The first paragraph (Paragraph A) is identical in each agreement. The O'Connor agreement contained no Paragraph C.

Paragraph B.

James R. O'Connor: The City shall pay reasonable relocation expenses of up to three thousand dollars (\$3,000.00) which may include, but is not limited to, sixty (60) days of temporary housing.

Mark S. Watson: The City shall assume the reasonable costs for one visit to Oak Ridge by the City Manager and his wife which shall be for the purpose of locating a principal residence within the City limits.

Paragraph C

Mark S. Watson: The City shall pay for up to one month's temporary housing costs if necessary.


City Clerk

Bernard, Jacquelyn

From: Sissom, Penny
Sent: Monday, July 12, 2010 5:26 PM
To: Bernard, Jacquelyn
Subject: EMERGENCY LEAVE

Section 11.2 of the Personnel Plan/Ordinance specifies that "New regular employees will be granted the equivalent of 140 hours of Emergency Leave with the equivalent of two (2) hours of the General Leave accrual going to Emergency Leave until the minimum is satisfied."

The Personnel Plan/Ordinance states that regular fulltime employees must have a minimum of four hundred (400) hours of Emergency Leave.

The General Leave accrual for a forty hours per week employee during the first year of employment is 8.31 hours per biweekly pay period with 2.0 hours of this accrual going to the Emergency Leave balance. The remaining General Leave for a full year is still a little over twenty days or four weeks.

Emergency Leave may be used in the event of the death of a member of the immediate family and may also be used in the case of illness of the employee or in the case of family emergencies after one workweek (40 hours) of General Leave has been used for the same illness or emergency.

Mark S. Watson
3476 West 27th Street
Yuma, Arizona 85364
Phone: (928) 726-5382
watsonarizona@roadrunner.com

July 7, 2010

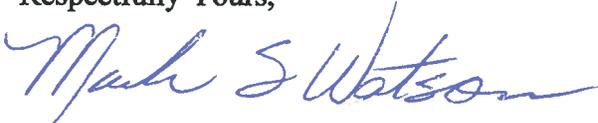
Mayor Tom Beehan
City of Oak Ridge
P.O. Box 1
Oak Ridge, TN 37831-0001

Dear Mayor Beehan:

It is my pleasure to confirm in writing the discussions that I have had with you regarding my future services with the City of Oak Ridge as your City Manager. I have reviewed the attached "Contract for Services" and acknowledge that it reflects the terms that we discussed. If approved on the scheduled City Council meeting of July 15, 2010, I am prepared to execute the document.

I look forward to serving as your next City Manager for many years to come. I will welcome the opportunities that I see ahead. I also look forward to working with you and the City Council to accomplish your goals and vision for the City of Oak Ridge.

Respectfully Yours,



Mark S. Watson
Yuma, Arizona

NUMBER _____

RESOLUTION

WHEREAS, Article V, Section 1, of the Charter of the City of Oak Ridge provides that City Council shall appoint a chief administrative officer of the City who shall be entitled City Manager and who shall serve at the pleasure of the Council, and

WHEREAS, on June 30, 2010, City Council adopted Resolution Number 6-54-10 which offered the position of City Manager to Mark S. Watson of Yuma, Arizona, and authorized the Mayor to enter into negotiations with Mr. Watson, using a draft employment agreement as a negotiation tool, and

WHEREAS, Mark S. Watson has reviewed the attached negotiated agreement to provide for his employment as City Manager of the City of Oak Ridge, acknowledges that it reflects the terms that he has agreed upon, and affirms that he is prepared to execute the document upon its approval by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That pursuant to Article V, Section 1, of the Charter of the City of Oak Ridge, Mark S. Watson is hereby appointed City Manager of the City of Oak Ridge for an initial term of three (3) years, effective August 9, 2010, at an annual salary of \$131,996.80 and in accordance with the provisions set out in the attached Employment Agreement.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute all necessary legal documents to accomplish the same.

This the 15th day of July 2010.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

EMPLOYMENT AGREEMENT

This is an agreement entered into this **15th day of July, 2010** between the City of Oak Ridge (the City) by the City Council and **Mark S. Watson** (City Manager) to provide for the employment of **Mark S. Watson** as City Manager of the City of Oak Ridge and to set forth the terms and conditions of his employment and the mutual obligations, rights and duties of each party.

Now, therefore, in consideration of the mutual promises as set forth in this agreement, the City of Oak Ridge and **Mark S. Watson** agree as follows:

Section 1. Duties

City Council agrees to employ **Mark S. Watson** as City Manager of the City of Oak Ridge to perform the functions and duties as specified in the City Charter and the City Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the provisions set forth in Section 5, Paragraphs A and B, of this agreement.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to resign at any time.

C. Except as otherwise herein stated, this agreement shall become effective as of **August 9, 2010** and shall continue in effect until **August 8, 2013**, except as provided in Section 2, Paragraph D.

D. In order to extend the term of this agreement, City Council shall take action by **February 1, 2013**. However, upon the request of the City Manager during this same period, City Council shall make a decision as to whether it desires to extend said agreement.

Section 3. Performance Evaluation

A. No later than the last business day of **June** of each year, City Council and the City Manager shall establish performance criteria and goals and objectives which shall provide the basis for the evaluation of the City Manager for the following fiscal year. The performance criteria and the goals and objectives will be those that are necessary for the proper operation of the City and the attainment of City Council's policy objectives. The performance criteria and the goals and objectives shall be assigned a relative priority, and shall generally be attainable within the time limitations established and within the annual operating and capital budgets and the appropriations provided.

B. The first formal evaluation of the City Manager's performance shall be completed by **July 31, 2011**. Thereafter, evaluations shall be conducted on an annual basis by **July 31** of each year for the previous fiscal year.

Section 4. Code of Ethics

Inasmuch as the City Manager is an active member of ICMA, the "Code of Ethics" promulgated by ICMA is incorporated herein and attached hereto, and by this reference made a part hereof. Said Code of Ethics shall furnish principles to govern the City Manager's conduct and actions as the City Manager of the City.

Section 5. Termination and Severance Pay

A. In the event the City Manager is terminated by the Council at its will and pleasure, during such time that the City Manager is willing and able to perform his duties under this agreement, then in that event the City agrees to pay the City Manager a lump sum cash payment equal to six (6) months' aggregate salary plus **one (1) additional month's aggregate salary for each year of service for the first six years, not to exceed a total of 12 months**, plus any accrued **general** leave and benefits less applicable deductions as required by agreement, law, ordinance or policy for other employees and/or the City Manager's matching portion of benefits provided for and during said ~~six-month's~~ severance period. At City Council's option, the actual resignation date may be extended through earned and accrued leave balances due the City Manager then in effect. Provided, however, that in the event the City Manager is terminated "for just cause," then in such event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. "Just cause" is defined and limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties by the City Manager of honesty and sobriety; (4) any other act of a similar nature of the same or greater seriousness.

B. In the event the City at any time reduces the salary or other financial benefits of the City Manager in a greater percentage than an applicable across-the-board reduction for all City employees, then the City Manager may at his option be deemed to be "terminated" at the date of such reduction within the meaning and context of the herein severance pay provision.

Section 6. 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 successive weeks beyond any accrued leave, the City shall have the option to terminate this agreement, subject to the severance pay requirements of Section 5, Paragraphs A and B.

Section 7. Salary

A. City agrees to pay the City Manager for his services rendered pursuant hereto an annual base salary of **\$131,996.80**, payable in installments at the same time as other City employees are paid.

B. In addition, City agrees to increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine desirable on the

basis of the performance evaluation developed as required by Section 3 of this agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Manager.

Section 8. Hours of Work

The City of Oak Ridge requires the full-time service of its City Manager and, therefore, in the event the City Manager is not available for his duties, he shall designate a City employee as his representative to be responsible in his place, and so inform members of City Council when appropriate.

Section 9. Automobile and Communications Equipment

A. The City Manager requires that he shall have for business and personal use during his employment with the City an automobile provided to him by the City. City shall be responsible for paying liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

B. The City agrees to provide a mobile or portable radio compatible with the City's radio system for the City Manager's exclusive use.

C. The City agrees to provide a cellular or digital telephone for the exclusive business and personal use of the City Manager.

Section 10. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of the City Manager for his continuation and full participation in national, regional, state, and local associations, organizations, and service clubs as necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

Section 11. Professional Development

A. The City agrees to budget and to pay the travel and subsistence expenses of the City Manager for professional and official travel, meetings, and occasions adequate to continue the professional development of the City Manager and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the International City Management Association, the Tennessee Municipal League, and such other national, regional, state, and local governmental groups and committees thereof which the City Manager serves as a member.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of the City Manager for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

Section 12. Retirement

A. The City Manager shall be immediately covered by the Tennessee Consolidated Retirement System in the same manner as is provided all other general employees of the City.

B. The City may contribute to the City Manager's Deferred Compensation Plan with the International City Management Association Retirement Corporation, on behalf of the City Manager, a sum equal to the annual contribution to such plan by the City Manager. Such annual contribution by the City shall not exceed three (3) percent of the City Manager's annual salary.

Section 13. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and the City Manager is encouraged to participate in these organizations in order to maintain a continuing awareness of our community attitudes and ideas.

Section 14. Leave

The City Manager shall **be credited 120 hours of general leave and 140 hours of emergency leave upon the effective date of his employment with the City and shall thereafter** accrue leave in the same manner as other City employees and as specified in Article 11 of the City of Oak Ridge Personnel Plan.

Section 15. Medical, Dental, Disability, Long-Term Care, and Life Insurance Benefits

The City agrees to provide medical, dental, disability, long-term care and life insurance benefits to the City Manager, and to pay the premiums thereon equal to that which is provided all other general employees of the City.

Section 16. Liability Protection

The City shall provide the same liability protection for the City Manager as provided for all general employees of the City, as specified in Section 13.4 of the Personnel Ordinance.

Section 17. Bonding

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

Section 18. Residence

The City requires and the City Manager agrees to maintain his principal residence inside the corporate limits of the City during the term of this agreement including any renewals and extensions.

Section 19. Moving and Relocation Expenses

A. The City agrees to pay for the expenses of moving the City Manager, his family and personal property from Yuma, Arizona, to the City of Oak Ridge, with said moving expenses to include packing, moving, storage costs, unpacking, and insurance charges. The City Manager agrees to secure at least three bids from reputable moving companies for such services, and shall use the lowest responsible bidder.

B. The City shall assume the reasonable costs for one visit to Oak Ridge by the City Manager and his wife which shall be for the purpose of locating a principal residence within the City limits.

C. The City shall pay for up to one month's temporary housing costs if necessary.

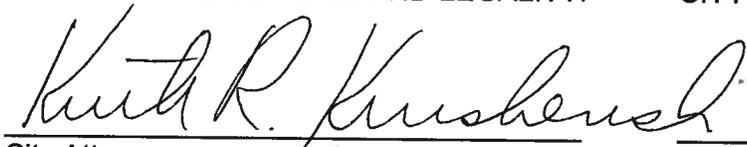
Section 20. General Provisions

A. The text herein shall constitute the entire agreement between the parties.

B. If any provisions contained in this agreement, or portion thereof, are held to be 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.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE



City Attorney

Mayor

City Manager

ATTEST:

City Clerk

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 May 1998. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in July 2004.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and 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.

3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Guidelines

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

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time, but once a *bona fide* offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the

employer makes fundamental changes in terms of employment.

Credentials. An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly 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 in order to be appointed to a position.

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

Confidentiality. Members should 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 having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

Guideline

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring

experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Guideline

Conflicting Roles. Members who serve multiple roles—working as both city attorney and city manager for the same community, for example—should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
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 engage in active participation in the election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members should not engage 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. 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 and to voice their

opinion on public issues. 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 in the Council-Manager Plan. Members may assist in preparing and presenting materials that explain the council-manager form of government to the public prior to an election on the use of the plan. If assistance is required by another community, members may respond. All activities regarding ballot issues should be conducted within local regulations and in a professional manner.

Presentation of Issues. Members may assist the governing body in presenting issues involved in referenda such as bond issues, annexations, and similar matters.

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.

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.

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.

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.

12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

Guidelines

Gifts. Members should not directly or indirectly solicit any gift or accept or receive any gift—whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form—under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part.

It is important that the prohibition of unsolicited gifts be limited to circumstances related to improper influence. In *de minimus* situations, such as meal checks, some modest maximum dollar value should be determined by the member as a guideline. The guideline is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

Investments in Conflict with Official Duties. Member should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duties.

In the case of real estate, the potential use of confidential information and knowledge to further a member's personal interest requires special consideration. This guideline recognizes that members' official actions and decisions can be influenced if there is a conflict with personal investments. Purchases and sales which might be interpreted as speculation for quick profit ought to be avoided (see the guideline on "Confidential Information").

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert with their governing body, provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments.

Personal Relationships. Member should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

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, whether or not for compensation. Members may, however, 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.