

## Employment Agreement City Manager

On this 23<sup>rd</sup> day of November, 2022, now come the undersigned parties, the City of Portsmouth, New Hampshire, acting by and through its City Council (hereinafter "the City" or "the City Council"), and Karen Sawyer Conard (hereinafter "the Employee"), and enter into this Employment Agreement.

WHEREAS the City Council desires to continue to employ the Employee as the City Manager of the City of Portsmouth, New Hampshire, as provided by the City's Charter.

WHEREAS the City Council desires to continue to provide certain benefits, establish certain conditions of employment, and set working conditions for the Employee.

WHEREAS the City Council desires to: (1) secure the services of the Employee and provide inducement for her to remain in such employment; and (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security.

WHEREAS the Employee desires to maintain employment as the City Manager of the City of Portsmouth, New Hampshire.

NOW THEREFORE in consideration of the promises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

### Section 1. Term.

- A. The City Council agrees to continue to employ the Employee and the Employee agrees to accept continued employment in the position of City Manager for a five-year term commencing on January 4, 2023 and ending on January 1, 2028. The City Council and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. The Employee agrees to devote her professional efforts to the successful fulfillment of her responsibilities to the City Council and the City.
- B. The Employee will notify the City Council after March 15, 2027 that this Employment Agreement is scheduled to terminate on January 1, 2028. After receipt of such notice, if the City Council does not thereafter notify the Employee prior to June 30, 2027 of its intent to negotiate a new agreement, this Employment Agreement will automatically expire under its terms and conditions on January 1, 2028, and the Employee will not be entitled to the Severance Benefits provided for in Section 10 below. If the City notifies the Employee of its intent to negotiate a successor agreement, the negotiations shall commence within thirty (30) days of the date of that notification. The terms of this Employment Agreement will remain in effect while the parties are engaged in good faith negotiations for a successor agreement. In the event the parties begin good faith negotiations toward a successor agreement, but are unable to negotiate a successor agreement prior to January 1, 2028, this Employment Agreement will terminate on January 1, 2028, and the Employee will be entitled to the Severance Benefits provided for in Section 10 below.

## Section 2. Duties and Authority.

The Employee will be expected to perform the functions and duties of City Manager as specified in the City Charter, City Ordinances and New Hampshire's General Statutes, and to perform such other legally permissible and proper duties and functions as may be reasonably requested by the City Council.

## Section 3. Compensation.

- A. Base Salary: Effective January 3, 2023, the City agrees to pay the Employee an annual base salary of **one hundred seventy-five thousand and ninety-nine dollars (\$175,099.00)** subject to ordinary and regular withholdings required by law and/or agreed to by the Employee, payable in installments at the same time as other City Hall management-level employees.
- B. COLA: Effective July 1, 2023, July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027, a COLA will be computed and added to the Employee's base salary, which COLA will not be less than 2% nor more than 5%. The COLA will be calculated by taking the 10-year rolling average of the CPI-U for the Boston-Cambridge-Newton, MA-NH, all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent 10 calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1983 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS.

## Section 4. Health, Life, Dental, and Disability Insurance Benefits.

The Employee's health insurance, life insurance, dental insurance, and disability insurance benefits will be the same as those set forth in the collective bargaining agreement currently in place between the City and the City of Portsmouth Professional Management Association.

## Section 5. Vacation, Sick Leave, Personal Days and Paid Holidays.

The Employee will continue to accrue vacation leave at a rate of twenty-five (25) days per year. The Employee's maximum accrued vacation will not exceed sixty (60) days, measured at the end of the calendar year. In the event the Employee has accumulated more than sixty (60) days of unused vacation at the end of any calendar year, the Employee will be paid at her per diem rate for no more than ten (10) accumulated days over sixty (60) days, such payment to be made in the first payroll in February in the following calendar year.

The Employee will continue to accrue sick leave in the same manner as other City Hall management-level employees.

The Employee will continue to receive the same paid holidays and personal days as other City Hall management-level employees.

## Section 6. Vehicle.

During the term of this Agreement, the City agrees to continue to provide the Employee a vehicle stipend of four-hundred and fifty dollars (\$450) per month.

## Section 7. Retirement.

The Employee has voluntarily made an irrevocable election not to participate in the New Hampshire Retirement System. As such, the City agrees to provide a retirement benefit, in the form of a deferred compensation plan, comparable to what the Employee would be entitled to if the Employee was a participant in the New Hampshire Retirement System. The Employee will contribute 7% of her gross salary into the deferred compensation plan; and the City will contribute an amount equal to 14.06% of the Employee's gross salary into the deferred compensation plan on the Employee's behalf, in equal proportionate amounts each pay period. If the New Hampshire Retirement System changes the levels of its annual withholdings and contributions, the parties agree to meet and confer with the intent of amending this Employment Agreement to continue to provide the Employee with a benefit comparable to what the Employee would be entitled to if the Employee was a participant in the New Hampshire Retirement System.

## Section 8: General Business Expenses.

The City agrees to budget and pay the professional dues and subscriptions necessary for the Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City.

The City will pay for the Employee's ongoing enrollment in the International City/County Management Association ("ICMA"), with the expectation that the Employee will remain an active member of the ICMA throughout the term of this Agreement. The City also hereby agrees to pay, within budgetary constraints, the necessary expenses of the Employee to continue her professional development and to adequately pursue official functions of the City, including but not limited to the annual conference of ICMA, and other such national, regional, and state governmental groups and committees thereof on which Employee serves as a member.

The City recognizes that certain expenses of a non-personal but job-related nature are going to be incurred by the Employee and agrees to reimburse or to pay said general expenses, upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits. Such expenses may include meals where City business is being discussed or conducted and participation in social events of various organizations when the Employee is representing the City. Such expenditures are subject to annual budgetary constraints as well as State and City ethics and purchasing policies. The City's Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

The City acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, The City shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

## Section 9: Termination.

- A. In the event the Employee is terminated prior to the expiration of this Employment Agreement by the City for reasons other than "cause" the City agrees to pay the Employee the Severance Benefits outlined in Section 10 below. For purposes of this Employment Agreement, the definition of cause shall be limited to the conviction of a felony or intentional gross misconduct on the part of the Employee in carrying out her duties to the City.
- B. In the event that the City, at any time during the term of this Employment Agreement, reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across the board reduction for all employees of the City, or in the event that the City refuses upon written notice to comply with any other provision benefiting the Employee under this Employment Agreement, or in the event that the Employee resigns following a demand by the City that she resign, then, in those events, the Employee may, at her option, within 30 calendar days of the event, be deemed to be terminated and she will be entitled to the Severance Benefits outlined in Section 10 below.
- C. In the event that the City and the Employee begin to negotiate a successor agreement, but fail to reach a successor agreement prior to January 1, 2028 as provided in Section 1B above, this Employment Agreement will terminate on January 1, 2028 and the Employee will be entitled to the Severance Benefits outlined in Section 10 below.

## Section 10: Severance.

- A. If the Employee is terminated without cause, the City will provide the Employee with a payment equal to twelve (12) months' base salary at the Employee's then current rate of pay. This payment will be paid in a lump sum or as salary continuation, at the Employee's option.
- B. If the Employee is terminated without cause, for a period of twelve (12) months following termination, the City will pay the cost to continue health insurance for the Employee and all her covered dependents, after which time, the Employee will be provided access to health insurance continuation pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
- C. The acceptance by the Employee of the Severance Benefits provided for in her Employment Agreement will constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the City, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys.

## Section 11: Resignation.

In the event the Employee voluntarily resigns her position with the City, then the Employee will give the City not less than sixty (60) days written notice in advance, such notice to be directed to the Mayor of the City, with a copy to the City Clerk. If the Employee voluntarily resigns, she will not be entitled to salary after resignation or to the Severance Benefits provided for in Section 10 above, except that the Employee will be paid for her accrued, but unused vacation.

## Section 12: Performance Evaluation.

- A. A subcommittee of the City Council, consisting of those City Council members with more than one year of City Council service, will review and evaluate the performance of the Employee annually during the month of June, or such other month as may be mutually agreed upon, commencing in 2023. This review and evaluation will be in accordance with specific criteria developed jointly by the entire City Council and the Employee. These criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with the Employee. At the completion of the review and evaluation, the subcommittee will consult with the entire City Council to provide the Employee with a summary written statement of the findings of the subcommittee and to provide adequate opportunity for the Employee to discuss the review and evaluation with the entire City Council.
- B. The City Council and the Employee will annually define performance objectives as they may determine necessary for the proper operation of the City and in attainment of the City Council's policy objectives and will further establish a relative priority among those various objectives, these objectives to be reduced to writing. The objectives will generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this section, the City Council and the Employee mutually agree to abide by the provisions of applicable law.

## Section 13. Hours of Work.

It is recognized that the Employee must devote a great deal of time outside normal office hours on business for the City, and to that end, the Employee will be allowed to establish an appropriate work schedule. The schedule will be appropriate to the needs of the City and will allow Employee to faithfully perform her assigned duties and responsibilities.

## Section 14. Ethical Commitments.

The Employee will uphold the tenets of the ICMA Code of Ethics, a copy of which is attached as Exhibit 1.

## Section 15. Outside Work.

The Employee will not engage in any outside work without giving prior notice to and receiving prior approval from the City Council. Even with City Council approval, it is expected that the Employee will not spend more than five (5) hours a week engaged in teaching, consulting, or other non-City related business.

## Section 16. Indemnification.

Beyond that required under Federal, State or Local law, the City will defend, save harmless and indemnify the Employee against any obligation to pay money or perform or not perform action,

including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of these duties, unless the act or omission involved willful or wanton misconduct. The Employee may request and the City will not unreasonably refuse to provide independent legal representation at the City's expense. Legal representation provided by the City to the Employee will extend until a final determination of the legal action including any appeals brought by either party.

Any settlement of any claim must be made with prior approval of the City for indemnification, as provided in this Section, to be available. The Employee recognizes that the City will have the right to compromise and unless the Employee is a party to the suit which Employee will have a veto authority over the settlement, settle any claim or suit; unless said compromise or settlement is of a personal nature to Employee. Further, the City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the City. Such expense payments shall continue beyond Employee's service to the City for as long as litigation is pending. Further, the City agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to the City regarding pending litigation.

Section 17. Bonding.

The City will bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18. Other Terms and Conditions of Employment.

The City Council may fix such other reasonable terms and conditions of employment as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Agreement, the City Charter, or any other federal or state law.

Section 19. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: Mayor, City of Portsmouth  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801

Employee: Karen Sawyer Conard

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Alternatively, notices required pursuant to this Agreement may be hand-delivered to the recipient. Notice shall be deemed given as of the date of in-hand service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties and shall replace and supersede the prior Employment Agreement between the parties.
- B. If any provision of this Employment Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- C. This Employment Agreement will be interpreted and construed under the laws of the State of New Hampshire, and any action to enforce this Employment Agreement will be brought only in the courts of the State of New Hampshire.

IN WITNESS WHEREOF, the City of Portsmouth has caused this Agreement to be signed and executed on this behalf by its Mayor and duly attested by the City Clerk, and the Employee has signed and executed this Agreement on the date first above written.

Dated at Portsmouth, New Hampshire, this 23<sup>rd</sup> day of November

Keri Barnaby  
WITNESS

KSC  
Karen Sawyer Conard

Keri Barnaby  
WITNESS

Deaglan McEachern  
Deaglan McEachern, Mayor  
City of Portsmouth, NH

Pursuant to vote of the City Council on

November 14, 2022

**CERTIFICATION**

I hereby certify that the foregoing Agreement has been approved by the Portsmouth City Council in accordance with the Charter of the City of Portsmouth and the laws of the State of New Hampshire, and that as such the Agreement constitutes a binding legal obligation of the City of Portsmouth, according to its terms.



Susan G. Morrell Esq.  
Portsmouth City Attorney

11/23/22  
Date





## 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.