

CITY MANAGER EMPLOYMENT AGREEMENT

BETWEEN

CITY OF LAWNDALE & SEAN M. MOORE

This City Manager Employment Agreement (“Agreement”), is made and entered into the 22nd day of February, 2022 by and between the City of Lawndale of California, a municipal corporation (“City”), and Sean Martin Moore, an individual (“City Manager”).

A G R E E M E N T

1.0 EMPLOYMENT & DUTIES

City hereby agrees to employ Sean Martin Moore as City Manager to perform the functions and duties specified in City's Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign. The City Manager agrees to generally work the same schedule as City's Central Management Employees. The City Manager agrees to undertake on an annual basis the training anticipated by Section 3.3 as a means by which to increase and improve his knowledge base and his aptitude in managing the City.

2.0 DEVOTION TO CITY BUSINESS

2.1 City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager position. City Manager does not have set hours of work and is expected to be available at all times (except when the City Manager is on leave as a result of scheduled vacation or an extended illness). City Manager understands that City Hall is open from 7:00 am to 6:00 pm, Monday through Thursday, and that unless otherwise arranged, City Manager's presence in person at City Hall or other authorized or assigned locations working on City business shall generally be required during those hours.

2.2 In accordance with Sections 1125 *et seq.* of the California Government Code, City Manager shall not engage in any other business, duties or pursuits whatsoever, or directly render any service of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City Council. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement, and shall not require the prior written consent of the City Council.

2.3 This Agreement shall not be interpreted to prohibit City Manager from making passive personal investments or conducting private business affairs, if those activities are not deemed to be a conflict of interest by state law, or materially interfere with the services required under this Agreement.

3.0 CITY COUNCIL COMMITMENTS

3.1 No member of the City Council nor the City Council as a whole will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager. City Manager acknowledges that hiring of Central Management Team-level employees shall not be completed until after notice to the City Council to ensure the City Council is aware of hirings prior to any City staff or other persons.

3.2 Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager, as specified in the Municipal Code or any other lawfully adopted and authorized document.

3.3 The City Council recognizes the importance of training and continuing education for City Manager. To that end, City Manager shall be authorized to attend and City Council shall make appropriate budget allocations for attendance at four of the following: League of California Cities City Manager Conference, Contract Cities Annual Conference, CJPIA Risk Management & Education Forum, CJPIA Leadership Academy, or ICMA Annual Conference, and a similarly reasonable number of training sessions, seminars, or conferences in subsequent years. These authorized sessions shall be considered official City business at locations other than City Hall for purposes of Section 2.1. Should the City Manager desire to attend additional training sessions, seminars, or conferences in a fiscal year, the City Council must approve them in advance.

4.0 TERM

4.1 Employment Status. City Manager understands and agrees that he is an "at-will" employee serving at the pleasure of City and subject to summary dismissal without any right of notice or hearing, including any *Skelly* hearing. City may terminate the employment of City Manager at any time, with or without cause, upon an affirmative vote of three (3) members of the City Council. City Manager further understands and agrees that City Manager retains the right to employ, review, and terminate, through lay-off or otherwise, all employees who are governed by City's resolution regarding Central Management Employees, as the same may be amended from time-to-time. Termination of this Agreement by the City prior to expiration of the term stated in Section 4.2 below, whether without cause or for cause, shall not be deemed a breach of this Agreement. Likewise, Employee's resignation prior to expiration of the term stated in Section 4.2 below shall not be deemed a breach of this Agreement.

4.2 Term. This Agreement shall remain in effect for a term of three (3) years, beginning on February 22, 2022 ("Effective Date") and ending on February 21, 2025. This Agreement may be terminated without cause at any time by either party, subject to the requirements of Sections 2.1, 4.0, or 14.0 of the Agreement. Agreement may be extended on or before February 21, 2025, as mutually agreed upon by City Council and City Manager.

4.3 FLSA Exempt Status. City Manager agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act and any applicable California wage and hour laws.

5.0 SEVERANCE/SEPARATION NOT-FOR-CAUSE

5.1 Severance Pay and Benefits.

(a) Except as provided in Section 6.0, hereafter, should City elect to terminate the services of City Manager under this Agreement without cause, City shall pay to City Manager severance pay in a one-time sum equal to (a) five (5) months ("Severance Period") base salary as defined in Section 5.0. City Manager understands and agrees that if he separates from the City that he will be ineligible for participation in the City's benefits plans and will need to receive his benefits through COBRA.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term. Accordingly, should the severance payment set forth in Section 5.1 (a) exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to City Manager shall be reduced in the amount necessary to comply with such statute. For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the five (5) months provided in this Section 5.1(a).

(b) City is currently a member of the California Joint Powers Insurance Authority (hereinafter the "CJPIA") which currently makes available to City Manager an additional six (6) months of compensation and COBRA benefits subject to the terms and conditions of the CJPIA'S Special Liability Protection Program. The terms and conditions of the CJPIA's Special Liability Protection Program ("CJPIA Program") may vary from time to time. The terms and conditions of the CJPIA Program, if any, in effect at the time of termination of City Manager's employment will govern. If, at the time of City's termination of City Manager's employment, City is no longer a member of CJPIA, this paragraph shall not apply, and the benefit, if any, available to City Manager under this sub-section (b) shall be determined at the time of City's termination of City Manager.

(c) In no event may City Manager be terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

(d) If, during the Term or any extended Term, City Manager dies, City Manager's estate shall receive accrued salary and benefits, but shall not be entitled to any additional compensation or payment, including Severance.

(e) In the event City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, disability, accident, injury, mental incapacity, or other personal health-related reason, after exhausting all authorized paid/unpaid leave under applicable City policies or state or federal law, City will have the option to terminate City Manager's employment and this Agreement, subject to the Severance Payment requirements of this Section. In exercising this option, the City will comply with its obligations under applicable state and federal disability and public retirement laws.

5.2 Payment for Accrued Benefits. Except as provided for in Section 9.0, upon the termination of this Agreement, and the services of City Manager thereunder, City shall pay to City Manager the cash equivalent of all vacation and sick leave then accrued. Such cash equivalent shall be calculated by dividing City Manager's then-prevailing annual salary by 2080 hours and by multiplying the resulting quotient by the number of hours accrued (but unused) vacation and/or sick leave, as the case may be.

5.3 Sole Rights. The severance rights provided in this Section 5.3 shall constitute the sole and only entitlement of City Manager in the event of the termination without cause. City Manager expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for City Manager's execution of a separation agreement and release of claims in a form to be prepared by and mutually agreed to by City Manager and City, and their legal representatives.

6.0 TERMINATION FOR CAUSE

City may terminate this Agreement for cause at any time by providing written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including and limited to only any of the following: 1) material breach of this Agreement, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) unauthorized absence or leave, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, where the conviction adversely affects the reputation of the City or City Manager, 6) violation of the City's anti-harassment, discrimination, retaliation, or abusive conduct policies and/or a finding that one or more prohibited personal acts of misconduct against a City official, employee, contractor, volunteer, or member of the public has occurred, 7) material violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, or the International City Management Association Code of Ethics 8) use or possession of drugs or alcohol in violation of City policy, 9) engaging in conduct tending to bring embarrassment or disrepute to the City, 10) any illegal or unethical act involving personal gain, 11) a pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) gross misfeasance or gross malfeasance, 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), and 14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay severance.

7.0 SALARY

7.1 Annual Compensation. City agrees to pay City Manager an annual salary of Two Hundred Six Thousand Two Hundred and Sixty Four Dollars (\$206,264.00), payable in installments at the same time that the City's Central Management Employees are paid, commencing on the Effective Date of this Agreement. In addition, at all times during the term of this Agreement, the salary of City Manager shall be a minimum of five percent (5%) higher than

the salary of the next highest paid position in the City, as said second highest paid position may be increased from time to time.

7.2 Annual Salary Review. City and City Manager agree to conduct a salary review, concurrent with the annual performance evaluation set forth in Section 9.1, to consider providing the City Manager with salary and benefits in addition to those amounts and types of compensation set forth herein.

7.3 Effectuating Salary Adjustment. City and City Manager agree that the affirmative vote of three (3) members of the City Council will be required to effectuate an adjustment in the salary paid to City Manager beyond those adjustments already contained herein. In addition, pursuant to Assembly Bill 1344, City and City Manager acknowledge and agree that this Agreement may not provide for an automatic renewal with an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of those limits set forth in Government Code §§ 3511.1 and 3511.2.

8.0 OTHER COMPENSATION

8.1 Vehicle Allowance. City Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall provide City Manager with a vehicle allowance in the amount of Two Hundred Twenty-Five Dollars (\$250.00) per month.

8.2 City Cell Phone. City shall pay for the City Manager's City cellular telephone.

9.0 PERFORMANCE EVALUATIONS

9.1 Annual Evaluation. The City Council shall undertake an annual review of the performance of City Manager utilizing a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by City and City Manager. The process shall, at a minimum, include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Any written evaluation should be completed and delivered to City Manager within 30 days of the evaluation meeting.

9.2 Other Evaluations. During the first year of this Agreement, the City Council shall undertake three (3) quarterly reviews of the performance of City Manager prior to the annual review required by Section 9.1. The process and format of these reviews shall involve only verbal discussions during which City Manager and the City Council shall consider the performance of City Manager, though outcomes of these reviews may involve written direction related to the evaluation. In subsequent years of this Agreement, City Council may call for up to two (2) performance reviews in addition to that required by Section 9.1.

10.0 HEALTH AND WELLNESS

10.1 Medical Benefits. Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program.

10.2 Flexible Benefits Plan. The City shall provide a flexible benefit plan as follows:

- (a) City Manager shall receive a Flexible Benefits Contribution per month in the amount of One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36). If City Manager does not take medical, dental, or vision insurance through the program offered by the City, City Manager must provide evidence, satisfactory to the City, that he has medical insurance coverage comparable to coverage available through the City program.
- (b) The Flexible Benefits contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. City Manager may allocate any remaining amount of Flexible Benefit among the following City sponsored programs:
 - (1) Dependent Insurance
 - (2) Additional Life Insurance
 - (3) Section 125 Program- Flexible Spending Account

The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

- (a) The City shall contribute the full amount of the premium for City Manager for a \$100,000 term life insurance.
- (b) The City shall contribute the full amount of the premium for City Manager for Long-Term Disability insurance.
- (c) The City shall contribute the full amount of the premium for City Manager for an Employee Assistance Program.

10.3 Section 125 Program. The City currently provides a Section 125 program, which allows benefits to be paid from pre-tax dollars. Participation in the Section 125 Program is voluntary and such costs and may attend participation will be paid by the Employee.

11.0 RETIREMENT

11.1 PERS. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and City Manager eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of City Manager's employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, City Manager shall pay the entire member contribution required under the City's benefit formula for CalPERS classic members, which is the two percent (2%) at 55 formula.

11.2 Deferred Compensation. The City shall make available to the City Manager a deferred compensation program under the International City Management Association Retirement Corporation and Public Employees Benefit Services Corporation's deferred compensation program. Said program shall be for voluntary contributions by the City Manager only. The City shall not match the City Manager's contribution to this deferred compensation program.

12.0 VACATION, ADMINISTRATIVE, SICK AND OTHER LEAVES

Whenever City Manager will be out of the office for less than four (4) consecutive business days, City Manager shall give advance notice of his absence to the Mayor, stating the reason for the absence, and shall appoint an Acting City Manager to act as the City Manager for the duration of his absence. Whenever City Manager will be out of the office for more than four (4) consecutive business days, City Manager shall give advance notice of his absence to the City Council, stating the reason for the absence, and shall appoint an Acting City Manager to act as the City Manager for the duration of his absence.

12.1 Vacation Leave. Upon the Effective Date of this Agreement as described in Section 2.2, City Manager shall be given eight (8) days of vacation leave which City Manager shall thereafter earn at the rate of ten (10) paid hours per month of employment. After ten (10) months of employment with the City, City Manager will have earned the original 8 days of vacation and shall thereafter commence to accrue additional vacation leave at the rate of ten (10) paid hours per month of employment during his first through fifth year of employment (120 hours annually). City Manager shall thereafter accrue vacation leave at the rate of 13.3 paid hours per month of employment (159.60 hours annually). City Manager may accrue up to a maximum of four hundred seventy (470) hours of vacation leave. Vacation leave in excess of two hundred forty (240) hours may be converted into cash, up to two hundred forty (240) hours in one fiscal year.

12.2 Sick Leave. City Manager shall accrue sick leave at the rate of ten (10) hours per month (120 hours annually). City Manager may accrue up to a maximum of five hundred seventy-six (576) hours of sick leave. Each fiscal year, City Manager may convert up to sixty (60) hours of sick leave into cash, as long as such conversion will leave City Manager with a minimum balance of forty (40) hours of sick leave in City Manager's leave bank. Sick leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

12.3 Executive Leave. City Manager shall be granted eighty-nine (89) hours of Executive Leave with pay each fiscal year (July 1 – June 30). City Manager shall accrue Executive Leave time on a pro-rata basis per month equal to 7.416 hours per month commencing the first day of the month. City Manager shall be allowed to accrue a maximum of two hundred (200) hours of combined Executive Leave and floating holiday time. City Manager may cash out up to forty (40) hours of leave per fiscal year. Executive leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal CITY operating hours.

12.4 Family Leave of Absence. The City will grant City Manager leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L. 103, Government Code § 12945.2, and/or Labor Code § 233, as applicable.

12.5 Jury Duty. If City Manager is required to serve as a juror in any court of judicial action of this State or of the United States he shall be entitled to a leave of absence with pay during such period of jury duty. City Manager shall appoint an Acting City Manager to act as the City Manager for those dates of the jury duty. City Manager shall be required to report to work if the jury pool is dismissed and more than three (3) hours remain in his regular scheduled workday. City Manager shall be required to pay over to the City any amount he received for jury duty, exclusive of approved travel and subsistence.

12.6 Witness in Court. If City Manager is subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal, on a matter directly related to his officially assigned duties with the City, he shall be granted leave with pay during the time that he is appearing as a witness. City Manager shall appoint an Acting City Manager for the date(s) on which he is to serve as a witness. City Manager shall be required to pay over to the City any amount received for serving as a witness.

12.7 Emergency/Bereavement Leave. On the death or medical emergency of City Manager's spouse, domestic partner as defined by California law, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, City Manager shall be granted emergency/bereavement leave for a period not to exceed forty (40) hours.

13.0 HOLIDAYS

City Manager shall be entitled to the same holidays and floating holiday leave granted to Central Management Employees of City.

14.0 PROFESSIONAL DEVELOPMENT

14.1 Membership. City encourages City Manager's continued professional development and membership and shall provide payment of appropriate related costs for such activities, including membership in the California City Management Foundation and ICMA, as approved by the City Council.

14.2 Training. As per Sections 1 and 3.3, City Manager may be required and/or authorized to attend, and City to pay for a minimum of four training sessions, seminars, or conferences during the first year of this contract and a similarly reasonable number of training sessions, seminars, or conferences in subsequent years. City Manager shall be expected to provide proof of completion and report to the City Council on key takeaways and new ideas for the City learned at each training or conference attended.

15.0 TRAVEL AND MEETING EXPENSES

15.1 Out-of-Town Training Sessions, Seminars, and Conferences. City agrees to reimburse City Manager the actual cost for registration, travel, lodging, and meals and other

expenses incurred by City Manager while attending overnight out-of-town meetings or seminars in person related to his employment with City. Moreover, to be eligible to receive reimbursement for meals and lodging for out-of-town meetings or seminars, City Manager must have sufficient budgeted funds available for such.

15.2 Local Training Sessions, Seminars, and Conferences. City agrees to reimburse City Manager the actual cost of registration, meals and other expenses necessarily incurred while in attendance in person at local meetings or seminars related to his employment with City.

15.3 Incidental Expenses. City agrees to reimburse City Manager the actual cost of those incidental expenses necessarily incurred by City Manager while engaged in the business of City upon the presentation of an appropriate receipt therefore. This includes but is not limited to attendance at meetings of local government officials and meetings of entities of which the City is a member agency.

15.4 Approval by City Council. To be eligible to receive reimbursement for the memberships, travel and other expenses incurred pursuant to Sections 15.1, 15.2 and/or 15.3 above, where such expenses are not identified and/or itemized in the available City budget, City Manager shall obtain advance approval of City Council where practical to do so or, in the event such approval cannot be timely obtained, advance approval from City's Mayor.

16.0 BONDING

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

17.0 RESIGNATION

In the event that City Manager voluntarily resigns his position with the City, City Manager shall provide a minimum of forty-five (45) days notice unless the parties agree otherwise. Should City Manager voluntarily resign or initiate termination of this Agreement, then he shall not be entitled to any severance pay.

18.0 AMENDMENT OF AGREEMENT

City agrees not to change or amend the terms of this Agreement without three (3) affirmative votes of the City Council to do so and agreement by the City Manager acknowledged.

19.0 MUTUAL CONSENT

19.1 Reduction of Salary and Benefits. City and City Manager agree not to reduce the annual salary or other benefits herein without the mutual consent of the parties hereto.

19.2 ICMA Code of Ethics.

- (a) City Manager and City mutually desire for City Manager to be subject to and comply with the International City Management Association (ICMA) Code of Ethics (Exhibit "A").
- (b) City Manager commits to comply with the ICMA Code of Ethics.
- (c) The City agrees that neither the City Council nor any of its members will give City Manager any order, direction, or request that would require City Manager to violate the ICMA Code of Ethics.

20.0 CONFLICT WITH CITY MUNICIPAL CODE

The City personnel ordinances, resolutions, rules and policies shall apply to City Manager in the same manner as applied to Central Management Team employees, provided, however, in the event of a conflict between the provisions of this Agreement and the City Municipal Code, the City Municipal Code shall prevail over this Agreement.

21.0 INDEMNIFICATION

To the extent mandated by the California Government Code, City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

22.0 GENERAL PROVISIONS

22.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to the employment of City Manager by City and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

22.2 Heirs and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the heirs at law and executors of the City Manager.

22.3 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

22.4 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

22.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22.6 Independent Legal Advice. City and City Manager represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and City and City Manager further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representative who drafted it, or who drafted any portion thereof.

22.7 AB 1344. Assembly Bill 1344 was enacted as a means to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. AB 1344 also requires that contracts between a local agencies and its employee include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency (California Government Code §§ 53243 - 53243.4). These sections are set forth in full in Exhibit "A" attached hereto and incorporated herein.

Accordingly, the parties agree that it is their mutual intent to fully comply with the Government Code sections that are part of AB 1344 and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, AB 1344 includes the following Government Code sections which are hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

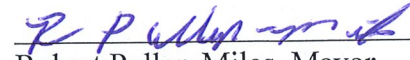
§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.


City Manager has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to City Manager, including that City Manager agrees that any cash settlement or severance related to the termination that City Manager may receive from the City shall be fully reimbursed to the local agency if City Manager is convicted of a crime involving an abuse of his or her office or position.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and the City Manager has signed and executed this Agreement, both in duplicate.

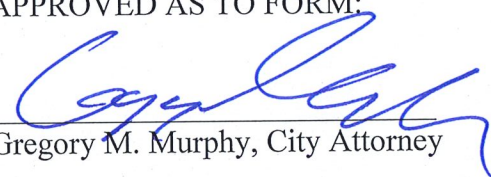
CITY OF LAWNSDALE


Robert Pullen-Miles, Mayor

ATTEST:


Erica Harbison, City Clerk

APPROVED AS TO FORM:


Gregory M. Murphy, City Attorney

CITY MANAGER

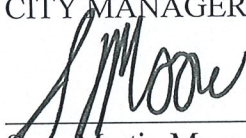

Sean Martin Moore

EXHIBIT "A"



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 October 2019. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2019.

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.

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.

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.

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

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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.

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

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, program, and services.

Tenet 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.

Tenet 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.

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.

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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.

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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.

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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.

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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.

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CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: February 22, 2022

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Acting City Manager 

SUBJECT: **Approval of City Manager Employment Agreement and Appointment of Sean M. Moore**

BACKGROUND

During the months of January and February, the Lawndale City Council conducted several closed sessions to determine and consider the selection and appointment of the next permanent City Manager for the City of Lawndale. During the January 18, 2022, City Council meeting, City Council determined that they would like to appoint Sean M. Moore as the permanent City Manager and directed staff to initiate the process and the City Attorney to prepare the attached employment agreement.

STAFF REVIEW

In January 2022, the City initiated a recruitment process to fill the City Manager position. City Council conducted a closed session to determine the appointment of Sean M. Moore and authorized City staff and City Attorney to begin discussions regarding terms and conditions of employment, as discussed at the regular City Council meeting of February 7, 2022.

Presented for City Council's action is an employment agreement between the City of Lawndale and Sean M. Moore, as approved by the City Council and accepted by Mr. Moore. The main provisions of the proposed Employment Agreement with Mr. Moore are as follows:

- Term and Start Date – three (3) year term of the agreement with an effective date of February 22, 2022.
- Compensation – salary will be set at the current schedule of \$206,264 annually.
- Car Allowance – City will provide \$250 per month for car allowance.
- Severance Pay – City shall provide severance pay in a sum equal to five (5) months of base salary.

Mr. Moore has over sixteen (16) years of professional public sector experience, in both large and small municipalities to include: City of Indio, County of Imperial, County of Tehama, City of Lawndale, and the City of Rialto where he most recently worked as the Director of Community Development. Mr. Moore earned a Bachelor of Science degree in Political Science and Master Degree in Public Administration from California State University, Fullerton. He is currently working on his Doctorate in Public Administration from the University of La Verne.

LEGAL REVIEW

The City Attorney's Office prepared the Employment Agreement consistent with the direction of the City Council and approved as to form.

FISCAL IMPACT

The salary and benefit costs associated with the City Manager Employment Agreement will be covered by the funds approved in the current City Manager's Office budget for fiscal year 2021-2022 and will be incorporated into any future budgets.

RECOMMENDATION

Staff recommends that the Lawndale City Council approve the City Manager Employment Agreement between the City of Lawndale and Sean M. Moore and appoint Mr. Moore as the City Manager effective February 22, 2022.

Attachments: City Manager Employment Agreement between the City of Lawndale and Sean M. Moore

ATTACHMENT

**Employment Agreement between the City of Lawndale and
Sean M. Moore**

CITY MANAGER EMPLOYMENT AGREEMENT

BETWEEN

CITY OF LAWDALE & SEAN M. MOORE

This City Manager Employment Agreement ("Agreement"), is made and entered into the 22nd day of February, 2022 by and between the City of Lawndale of California, a municipal corporation ("City"), and Sean Martin Moore, an individual ("City Manager").

A G R E E M E N T

1.0 EMPLOYMENT & DUTIES

City hereby agrees to employ Sean Martin Moore as City Manager to perform the functions and duties specified in City's Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign. The City Manager agrees to generally work the same schedule as City's Central Management Employees. The City Manager agrees to undertake on an annual basis the training anticipated by Section 3.3 as a means by which to increase and improve his knowledge base and his aptitude in managing the City.

2.0 DEVOTION TO CITY BUSINESS

2.1 City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager position. City Manager does not have set hours of work and is expected to be available at all times (except when the City Manager is on leave as a result of scheduled vacation or an extended illness). City Manager understands that City Hall is open from 7:00 am to 6:00 pm, Monday through Thursday, and that unless otherwise arranged, City Manager's presence in person at City Hall or other authorized or assigned locations working on City business shall generally be required during those hours.

2.2 In accordance with Sections 1125 *et seq.* of the California Government Code, City Manager shall not engage in any other business, duties or pursuits whatsoever, or directly render any service of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City Council. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement, and shall not require the prior written consent of the City Council.

2.3 This Agreement shall not be interpreted to prohibit City Manager from making passive personal investments or conducting private business affairs, if those activities are not deemed to be a conflict of interest by state law, or materially interfere with the services required under this Agreement.

3.0 CITY COUNCIL COMMITMENTS

3.1 No member of the City Council nor the City Council as a whole will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager. City Manager acknowledges that hiring of Central Management Team-level employees shall not be completed until after notice to the City Council to ensure the City Council is aware of hirings prior to any City staff or other persons.

3.2 Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager, as specified in the Municipal Code or any other lawfully adopted and authorized document.

3.3 The City Council recognizes the importance of training and continuing education for City Manager. To that end, City Manager shall be authorized to attend and City Council shall make appropriate budget allocations for attendance at four of the following: League of California Cities City Manager Conference, Contract Cities Annual Conference, CJPIA Risk Management & Education Forum, CJPIA Leadership Academy, or ICMA Annual Conference, and a similarly reasonable number of training sessions, seminars, or conferences in subsequent years. These authorized sessions shall be considered official City business at locations other than City Hall for purposes of Section 2.1. Should the City Manager desire to attend additional training sessions, seminars, or conferences in a fiscal year, the City Council must approve them in advance.

4.0 TERM

4.1 Employment Status. City Manager understands and agrees that he is an "at-will" employee serving at the pleasure of City and subject to summary dismissal without any right of notice or hearing, including any *Skelly* hearing. City may terminate the employment of City Manager at any time, with or without cause, upon an affirmative vote of three (3) members of the City Council. City Manager further understands and agrees that City Manager retains the right to employ, review, and terminate, through lay-off or otherwise, all employees who are governed by City's resolution regarding Central Management Employees, as the same may be amended from time-to-time. Termination of this Agreement by the City prior to expiration of the term stated in Section 4.2 below, whether without cause or for cause, shall not be deemed a breach of this Agreement. Likewise, Employee's resignation prior to expiration of the term stated in Section 4.2 below shall not be deemed a breach of this Agreement.

4.2 Term. This Agreement shall remain in effect for a term of three (3) years, beginning on February 22, 2022 ("Effective Date") and ending on February 21, 2025. This Agreement may be terminated without cause at any time by either party, subject to the requirements of Sections 2.1, 4.0, or 14.0 of the Agreement. Agreement may be extended on or before February 21, 2025, as mutually agreed upon by City Council and City Manager.

4.3 FLSA Exempt Status. City Manager agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act and any applicable California wage and hour laws.

5.0 SEVERANCE/SEPARATION NOT-FOR-CAUSE

5.1 Severance Pay and Benefits.

(a) Except as provided in Section 6.0, hereafter, should City elect to terminate the services of City Manager under this Agreement without cause, City shall pay to City Manager severance pay in a one-time sum equal to (a) five (5) months ("Severance Period") base salary as defined in Section 5.0. City Manager understands and agrees that if he separates from the City that he will be ineligible for participation in the City's benefits plans and will need to receive his benefits through COBRA.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term. Accordingly, should the severance payment set forth in Section 5.1 (a) exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to City Manager shall be reduced in the amount necessary to comply with such statute. For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the five (5) months provided in this Section 5.1(a).

(b) City is currently a member of the California Joint Powers Insurance Authority (hereinafter the "CJPIA") which currently makes available to City Manager an additional six (6) months of compensation and COBRA benefits subject to the terms and conditions of the CJPIA'S Special Liability Protection Program. The terms and conditions of the CJPIA'S Special Liability Protection Program ("CJPIA Program") may vary from time to time. The terms and conditions of the CJPIA Program, if any, in effect at the time of termination of City Manager's employment will govern. If, at the time of City's termination of City Manager's employment, City is no longer a member of CJPIA, this paragraph shall not apply, and the benefit, if any, available to City Manager under this sub-section (b) shall be determined at the time of City's termination of City Manager.

(c) In no event may City Manager be terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

(d) If, during the Term or any extended Term, City Manager dies, City Manager's estate shall receive accrued salary and benefits, but shall not be entitled to any additional compensation or payment, including Severance.

(e) In the event City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, disability, accident, injury, mental incapacity, or other personal health-related reason, after exhausting all authorized paid/unpaid leave under applicable City policies or state or federal law, City will have the option to terminate City Manager's employment and this Agreement, subject to the Severance Payment requirements of this Section. In exercising this option, the City will comply with its obligations under applicable state and federal disability and public retirement laws.

5.2 Payment for Accrued Benefits. Except as provided for in Section 9.0, upon the termination of this Agreement, and the services of City Manager thereunder, City shall pay to City Manager the cash equivalent of all vacation and sick leave then accrued. Such cash equivalent shall be calculated by dividing City Manager's then-prevailing annual salary by 2080 hours and by multiplying the resulting quotient by the number of hours accrued (but unused) vacation and/or sick leave, as the case may be.

5.3 Sole Rights. The severance rights provided in this Section 5.3 shall constitute the sole and only entitlement of City Manager in the event of the termination without cause. City Manager expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for City Manager's execution of a separation agreement and release of claims in a form to be prepared by and mutually agreed to by City Manager and City, and their legal representatives.

6.0 TERMINATION FOR CAUSE

City may terminate this Agreement for cause at any time by providing written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including and limited to only any of the following: 1) material breach of this Agreement, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) unauthorized absence or leave, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, where the conviction adversely affects the reputation of the City or City Manager, 6) violation of the City's anti-harassment, discrimination, retaliation, or abusive conduct policies and/or a finding that one or more prohibited personal acts of misconduct against a City official, employee, contractor, volunteer, or member of the public has occurred, 7) material violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, or the International City Management Association Code of Ethics 8) use or possession of drugs or alcohol in violation of City policy, 9) engaging in conduct tending to bring embarrassment or disrepute to the City, 10) any illegal or unethical act involving personal gain, 11) a pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) gross misfeasance or gross malfeasance, 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), and 14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay severance.

7.0 SALARY

7.1 Annual Compensation. City agrees to pay City Manager an annual salary of Two Hundred Six Thousand Two Hundred and Sixty Four Dollars (\$206,264.00), payable in installments at the same time that the City's Central Management Employees are paid, commencing on the Effective Date of this Agreement. In addition, at all times during the term of this Agreement, the salary of City Manager shall be a minimum of five percent (5%) higher than

the salary of the next highest paid position in the City, as said second highest paid position may be increased from time to time.

7.2 Annual Salary Review. City and City Manager agree to conduct a salary review, concurrent with the annual performance evaluation set forth in Section 9.1, to consider providing the City Manager with salary and benefits in addition to those amounts and types of compensation set forth herein.

7.3 Effectuating Salary Adjustment. City and City Manager agree that the affirmative vote of three (3) members of the City Council will be required to effectuate an adjustment in the salary paid to City Manager beyond those adjustments already contained herein. In addition, pursuant to Assembly Bill 1344, City and City Manager acknowledge and agree that this Agreement may not provide for an automatic renewal with an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of those limits set forth in Government Code §§ 3511.1 and 3511.2.

8.0 OTHER COMPENSATION

8.1 Vehicle Allowance. City Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall provide City Manager with a vehicle allowance in the amount of Two Hundred Twenty-Five Dollars (\$250.00) per month.

8.2 City Cell Phone. City shall pay for the City Manager's City cellular telephone.

9.0 PERFORMANCE EVALUATIONS

9.1 Annual Evaluation. The City Council shall undertake an annual review of the performance of City Manager utilizing a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by City and City Manager. The process shall, at a minimum, include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Any written evaluation should be completed and delivered to City Manager within 30 days of the evaluation meeting.

9.2 Other Evaluations. During the first year of this Agreement, the City Council shall undertake three (3) quarterly reviews of the performance of City Manager prior to the annual review required by Section 9.1. The process and format of these reviews shall involve only verbal discussions during which City Manager and the City Council shall consider the performance of City Manager, though outcomes of these reviews may involve written direction related to the evaluation. In subsequent years of this Agreement, City Council may call for up to two (2) performance reviews in addition to that required by Section 9.1.

10.0 HEALTH AND WELLNESS

10.1 Medical Benefits. Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program.

10.2 Flexible Benefits Plan. The City shall provide a flexible benefit plan as follows:

- (a) City Manager shall receive a Flexible Benefits Contribution per month in the amount of One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36). If City Manager does not take medical, dental, or vision insurance through the program offered by the City, City Manager must provide evidence, satisfactory to the City, that he has medical insurance coverage comparable to coverage available through the City program.
- (b) The Flexible Benefits contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. City Manager may allocate any remaining amount of Flexible Benefit among the following City sponsored programs:
 - (1) Dependent Insurance
 - (2) Additional Life Insurance
 - (3) Section 125 Program- Flexible Spending Account

The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

- (a) The City shall contribute the full amount of the premium for City Manager for a \$100,000 term life insurance.
- (b) The City shall contribute the full amount of the premium for City Manager for Long-Term Disability insurance.
- (c) The City shall contribute the full amount of the premium for City Manager for an Employee Assistance Program.

10.3 Section 125 Program. The City currently provides a Section 125 program, which allows benefits to be paid from pre-tax dollars. Participation in the Section 125 Program is voluntary and such costs and may attend participation will be paid by the Employee.

11.0 RETIREMENT

11.1 PERS. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and City Manager eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of City Manager's employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, City Manager shall pay the entire member contribution required under the City's benefit formula for CalPERS classic members, which is the two percent (2%) at 55 formula.

11.2 Deferred Compensation. The City shall make available to the City Manager a deferred compensation program under the International City Management Association Retirement Corporation and Public Employees Benefit Services Corporation's deferred compensation program. Said program shall be for voluntary contributions by the City Manager only. The City shall not match the City Manager's contribution to this deferred compensation program.

12.0 VACATION, ADMINISTRATIVE, SICK AND OTHER LEAVES

Whenever City Manager will be out of the office for less than four (4) consecutive business days, City Manager shall give advance notice of his absence to the Mayor, stating the reason for the absence, and shall appoint an Acting City Manager to act as the City Manager for the duration of his absence. Whenever City Manager will be out of the office for more than four (4) consecutive business days, City Manager shall give advance notice of his absence to the City Council, stating the reason for the absence, and shall appoint an Acting City Manager to act as the City Manager for the duration of his absence.

12.1 Vacation Leave. Upon the Effective Date of this Agreement as described in Section 2.2, City Manager shall be given eight (8) days of vacation leave which City Manager shall thereafter earn at the rate of ten (10) paid hours per month of employment. After ten (10) months of employment with the City, City Manager will have earned the original 8 days of vacation and shall thereafter commence to accrue additional vacation leave at the rate of ten (10) paid hours per month of employment during his first through fifth year of employment (120 hours annually). City Manager shall thereafter accrue vacation leave at the rate of 13.3 paid hours per month of employment (159.60 hours annually). City Manager may accrue up to a maximum of four hundred seventy (470) hours of vacation leave. Vacation leave in excess of two hundred forty (240) hours may be converted into cash, up to two hundred forty (240) hours in one fiscal year.

12.2 Sick Leave. City Manager shall accrue sick leave at the rate of ten (10) hours per month (120 hours annually). City Manager may accrue up to a maximum of five hundred seventy-six (576) hours of sick leave. Each fiscal year, City Manager may convert up to sixty (60) hours of sick leave into cash, as long as such conversion will leave City Manager with a minimum balance of forty (40) hours of sick leave in City Manager's leave bank. Sick leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

12.3 Executive Leave. City Manager shall be granted eighty-nine (89) hours of Executive Leave with pay each fiscal year (July 1 – June 30). City Manager shall accrue Executive Leave time on a pro-rata basis per month equal to 7.416 hours per month commencing the first day of the month. City Manager shall be allowed to accrue a maximum of two hundred (200) hours of combined Executive Leave and floating holiday time. City Manager may cash out up to forty (40) hours of leave per fiscal year. Executive leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal CITY operating hours.

12.4 Family Leave of Absence. The City will grant City Manager leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L. 103, Government Code § 12945.2, and/or Labor Code § 233, as applicable.

12.5 Jury Duty. If City Manager is required to serve as a juror in any court of judicial action of this State or of the United States he shall be entitled to a leave of absence with pay during such period of jury duty. City Manager shall appoint an Acting City Manager to act as the City Manager for those dates of the jury duty. City Manager shall be required to report to work if the jury pool is dismissed and more than three (3) hours remain in his regular scheduled workday. City Manager shall be required to pay over to the City any amount he received for jury duty, exclusive of approved travel and subsistence.

12.6 Witness in Court. If City Manager is subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal, on a matter directly related to his officially assigned duties with the City, he shall be granted leave with pay during the time that he is appearing as a witness. City Manager shall appoint an Acting City Manager for the date(s) on which he is to serve as a witness. City Manager shall be required to pay over to the City any amount received for serving as a witness.

12.7 Emergency/Bereavement Leave. On the death or medical emergency of City Manager's spouse, domestic partner as defined by California law, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, City Manager shall be granted emergency/bereavement leave for a period not to exceed forty (40) hours.

13.0 HOLIDAYS

City Manager shall be entitled to the same holidays and floating holiday leave granted to Central Management Employees of City.

14.0 PROFESSIONAL DEVELOPMENT

14.1 Membership. City encourages City Manager's continued professional development and membership and shall provide payment of appropriate related costs for such activities, including membership in the California City Management Foundation and ICMA, as approved by the City Council.

14.2 Training. As per Sections 1 and 3.3, City Manager may be required and/or authorized to attend, and City to pay for a minimum of four training sessions, seminars, or conferences during the first year of this contract and a similarly reasonable number of training sessions, seminars, or conferences in subsequent years. City Manager shall be expected to provide proof of completion and report to the City Council on key takeaways and new ideas for the City learned at each training or conference attended.

15.0 TRAVEL AND MEETING EXPENSES

15.1 Out-of-Town Training Sessions, Seminars, and Conferences. City agrees to reimburse City Manager the actual cost for registration, travel, lodging, and meals and other

expenses incurred by City Manager while attending overnight out-of-town meetings or seminars in person related to his employment with City. Moreover, to be eligible to receive reimbursement for meals and lodging for out-of-town meetings or seminars, City Manager must have sufficient budgeted funds available for such.

15.2 Local Training Sessions, Seminars, and Conferences. City agrees to reimburse City Manager the actual cost of registration, meals and other expenses necessarily incurred while in attendance in person at local meetings or seminars related to his employment with City.

15.3 Incidental Expenses. City agrees to reimburse City Manager the actual cost of those incidental expenses necessarily incurred by City Manager while engaged in the business of City upon the presentation of an appropriate receipt therefore. This includes but is not limited to attendance at meetings of local government officials and meetings of entities of which the City is a member agency.

15.4 Approval by City Council. To be eligible to receive reimbursement for the memberships, travel and other expenses incurred pursuant to Sections 15.1, 15.2 and/or 15.3 above, where such expenses are not identified and/or itemized in the available City budget, City Manager shall obtain advance approval of City Council where practical to do so or, in the event such approval cannot be timely obtained, advance approval from City's Mayor.

16.0 BONDING

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

17.0 RESIGNATION

In the event that City Manager voluntarily resigns his position with the City, City Manager shall provide a minimum of forty-five (45) days notice unless the parties agree otherwise. Should City Manager voluntarily resign or initiate termination of this Agreement, then he shall not be entitled to any severance pay.

18.0 AMENDMENT OF AGREEMENT

City agrees not to change or amend the terms of this Agreement without three (3) affirmative votes of the City Council to do so and agreement by the City Manager acknowledged.

19.0 MUTUAL CONSENT

19.1 Reduction of Salary and Benefits. City and City Manager agree not to reduce the annual salary or other benefits herein without the mutual consent of the parties hereto.

19.2 ICMA Code of Ethics.

- (a) City Manager and City mutually desire for City Manager to be subject to and comply with the International City Management Association (ICMA) Code of Ethics (Exhibit "A").
- (b) City Manager commits to comply with the ICMA Code of Ethics.
- (c) The City agrees that neither the City Council nor any of its members will give City Manager any order, direction, or request that would require City Manager to violate the ICMA Code of Ethics.

20.0 CONFLICT WITH CITY MUNICIPAL CODE

The City personnel ordinances, resolutions, rules and policies shall apply to City Manager in the same manner as applied to Central Management Team employees, provided, however, in the event of a conflict between the provisions of this Agreement and the City Municipal Code, the City Municipal Code shall prevail over this Agreement.

21.0 INDEMNIFICATION

To the extent mandated by the California Government Code, City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

22.0 GENERAL PROVISIONS

22.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to the employment of City Manager by City and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

22.2 Heirs and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the heirs at law and executors of the City Manager.

22.3 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

22.4 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

22.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22.6 Independent Legal Advice. City and City Manager represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and City and City Manager further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representative who drafted it, or who drafted any portion thereof.

22.7 AB 1344. Assembly Bill 1344 was enacted as a means to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. AB 1344 also requires that contracts between a local agencies and its employee include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency (California Government Code §§ 53243 - 53243.4). These sections are set forth in full in Exhibit "A" attached hereto and incorporated herein.

Accordingly, the parties agree that it is their mutual intent to fully comply with the Government Code sections that are part of AB 1344 and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, AB 1344 includes the following Government Code sections which are hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

City Manager has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to City Manager, including that City Manager agrees that any cash settlement or severance related to the termination that City Manager may receive from the City shall be fully reimbursed to the local agency if City Manager is convicted of a crime involving an abuse of his or her office or position.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and the City Manager has signed and executed this Agreement, both in duplicate.

CITY OF LAWNSDALE

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

CITY MANAGER

Sean Martin Moore

EXHIBIT "A"



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 October 2019. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2019.

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.

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.

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.

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

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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.

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

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, program, and services.

Tenet 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.

Tenet 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.

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.

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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.

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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.

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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.

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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.

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