

RESOLUTION NO. 2026-16

A Resolution approving an employment agreement with Adam D. Garvin as City Manager.

RECITALS:

WHEREAS, the McMinnville City Charter provides in Section 11 that the City Manager be appointed by a majority of the Council; and

WHEREAS, On August 12, 2025, with Resolution 2025-46, following an open recruitment and interview process, the Council appointed Adam D. Garvin to the position of City Manager on an interim basis; and

WHEREAS, On February 10, 2026, with Resolution 2026-07, the Council authorized the City Attorney and Human Resources Director to negotiate an employment agreement with Adam Garvin to serve as City Manager; and

WHEREAS, the terms of an Employment Agreement establishing compensation, benefits, duties, and other conditions of employment have been negotiated as directed by Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. The City Council authorizes the City Attorney to finalize the Employment Agreement between the City of McMinnville and Adam D. Garvin, attached as Exhibit A.
2. The City Council authorizes the Mayor to execute the amended Employment Agreement on behalf of the City Council and City of McMinnville.
3. The Employment Agreement shall become effective upon full execution by all parties, and shall supersede any prior employment agreements or amendments, except as otherwise provided therein.

Adopted by the Council of the City of McMinnville at a regular meeting held the 24th day of March, 2026 by the following votes:

Ayes: Chenoweth, Cunningham, Tucholsky, Peralta

Nays: Geary

Approved this 24th day of March 2026.



MAYOR

Approved as to form;



City Attorney

Attest:

Claudia Cisneros

City Recorder

EXHIBITS:

- A. Employment Agreement

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into by and between the **City of McMinnville** (“City”) and **Adam D. Garvin** (“City Manager”) for the purpose of establishing a professional employment relationship. In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

SECTION I: EMPLOYMENT AND DUTIES

- A. The City agrees to employ Adam D. Garvin as the City Manager, and Adam D. Garvin accepts employment with the City of McMinnville in that capacity.
- B. The City Manager shall have general supervision over the administrative affairs of the City and general control over all nonelected officers and employees of the City excepting those of the Water and Light Department and the Municipal Judge.
- C. Primary Responsibilities of the City Manager shall include all duties and tasks specified in the McMinnville City Charter (“Charter”), the McMinnville Municipal Code, and standard duties associated with the position of City Manger, including but not limited to the job description for the City Manager, attached hereto as Exhibit A. The City shall not unreasonably interfere with Employee’s performance of such duties.
- D. The City Manager shall not be required to accept the City’s assignment of any duties outside the scope of those stipulated in Section I.C., above, in the absence of the City Manager’s express written consent to such assignment.
- E. The City expects the City Manager to adhere to the highest professional standards. The City shall support the City Manager in keeping that commitment by refraining from any order, direction, or request that would require the City Manager to violate the International City Manager Association (ICMA) Code of Ethics. The ICMA Code of Ethics are attached hereto as Exhibit B. Neither the Mayor, the City Council, nor any individual member thereof shall request the City Manager endorse any candidate, make financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.
- F. The City Manager shall devote full working time, attention, and professional effort to the business and affairs of the City. The position of City Manager shall constitute the City Manager’s primary employment. The City acknowledges that the City Manager currently holds ownership interests in privately held business entities and may acquire additional ownership interests during the term of this Agreement. Notwithstanding, the City Manager

may engage in outside business, investment, civic, professional, or personal activities, including operation of a separately owned business, provided that:

- i. Such activities do not materially interfere with the performance of the City Manager's duties under this Agreement;
- ii. Such activities comply with applicable Oregon conflict of interest laws and City policy; and
- iii. Such activities do not materially detract from the City Manager's availability, responsiveness, or effectiveness in serving the City.

SECTION II: TERM

- A. This Agreement shall become effective upon execution by both parties (Effective Date). For purposes of employment benefits, the City Manager shall retain the original hire date of August 18, 2025.
- B. **Termination by City:** This Agreement does not create a contract for a definite term of employment and does not alter the at-will nature of the employment relationship. The City Manager may be terminated at any time, with or without Cause, by a majority vote of the City Council in accordance with the Charter.
- C. **Termination without Cause:** Unless Section II.D, below, is applicable, should the City terminate this Agreement, the City Manager shall be given at least fifteen (15) days' advance written notice of such termination.
- D. **Termination for Cause:** Termination for Cause shall not trigger severance benefits under Section III, below, except as otherwise required by law. For purposes of this Agreement, "Cause" includes the following:
 - i. Unsatisfactory performance that is not cured after the City Council provides written notice of the specific grounds for such performance concerns. The City Manager shall have forty-five (45) days from receipt of such notice to cure the identified issues.
 - ii. Conviction of, or entry of a guilty or no-contest plea to, a felony offense.
 - iii. Violation of law or engagement in misconduct that has caused, or is likely to cause, material harm to the City, including but not limited to misappropriation, breach of trust, neglect of duty, or failure to perform duties in a manner that is consistent with applicable law.
- E. **Resignation by City Manager:** The City Manager shall be required to give the City not less than sixty (60) calendar days' prior written notice prior to a voluntary resignation, unless such notice is waived by the Mayor, with the consent of the City Council. The City Manager shall cooperate with the City in reasonable transition efforts to facilitate the orderly transfer of duties to a successor.

- F. **Termination by Mutual Agreement:** The City Council and the City Manager may mutually agree to terminate this Agreement at any time. Such mutual termination shall be memorialized in a Termination Agreement to include a mutually-acceptable release of claims consistent with applicable law and any mutually-agreed terms, notwithstanding any terms of this Agreement.
- G. **Termination upon Death or Disability:** The City Manager's employment shall terminate effective immediately upon the death of the City Manager. In the event of the City Manager's disability, employment with the City may be terminated immediately by the City upon written certification by a licensed physician that the City Manager is unable, with or without reasonable accommodation, to perform the essential job duties and responsibilities of the City Manager, in accordance with applicable laws. The City shall comply with all applicable federal and state disability laws prior to such termination.

SECTION III: SEVERANCE

- A. In the event Termination by the City without Cause, the City agrees to offer the City Manager a severance agreement. Severance shall include [TO BE NEGOTIATED]. Payment of severance shall be contingent upon execution of a mutually acceptable release of claims consistent with applicable law.
- B. If the City reduces the salary or other financial benefits of the City Manager in a greater percentage than an applicable, across-the-board reduction for other regular budgeted, non-represented, full-time employees of the City; or if the City Manager resigns at the request of the City Council; then the City Manager may deem this Agreement to have been terminated and subject to the severance provisions of Section III.A, above.

SECTION IV: COMPENSATION AND BENEFITS

- A. Salary. The City Manager's base salary shall be \$198,120 annually, equivalent to Step 12 on the City Manager salary schedule. Step increases will occur according to the applicable salary schedule in effect at the time and the policies in the Employee Handbook. The City agrees to annually increase the monthly salary and/or other benefits of the City Manager in the same percentage as may be accorded to other Executive-level employees of the City.
- B. Vacation. The City Manager will retain all vacation hours accrued and un-spent during his tenure as Interim City Manager. The City Manager will accrue vacation at the rate of a regular budgeted non-represented full time employee of the City with 8 years of service: currently 5.00 hours semi-monthly. 8 years of services will be credited and assumed at the Effective Date for purposes of vacation time accrual only. This rate will be increased as specified in the Employee Handbook in the same manner as for other non-represented, regular budgeted, full time employees. In the event employment with the City is terminated, either voluntarily or otherwise, the City Manager will be paid an amount equal to the value of their accrued vacation hours.

- C. Sick Leave. The City Manager will retain all sick leave hours accrued and un-spent during his tenure as Interim City Manager. The City Manager will accrue sick leave at the same rate as other regular budgeted non-represented full-time employees of the City: currently four (4) hours per pay period. In the event employment with the City is terminated, either voluntarily or otherwise, sick leave will not be compensated for.
- D. Management Leave. The City Manager will retain all management leave hours accrued and un-spent during his tenure as Interim City Manager. Management leave is provided to FLSA-exempt City employees on an annual basis according to the Employee Handbook. It is granted each July 1 and is compensable only in the form of leave and is non-cumulative.
- E. Car Allowance. The City will compensate the City Manager \$500 per month for the use of the City Manager's private automobile. Travel beyond fifty (50) miles of the city limits will be reimbursed at normal City rates.
- F. Exempt Status. The Interim City Manager position is exempt under the Fair Labor Standards Act (FLSA) and is not subject to overtime pay.
- G. Except as otherwise provided in this Agreement and the Employee Handbook, the City Manager will receive the same benefits as other non-represented, regular budgeted, full time employees of the City. In the event of a conflict between this Agreement and the Employee Handbook, this Agreement shall control.

SECTION V: RETIREMENT, DEFERRED COMPENSATION, AND INSURANCE

- A. Retirement. The City agrees to contribute to the Public Employees Retirement System (PERS), on the City Manager's behalf, a percentage amount equal to the percentage given to other non-represented employees, in accordance with State law. This is currently 6%, which is allocated based on State legislation.
- B. Health Insurance. The City Manager shall be eligible to receive medical, dental, and vision coverage for themselves and their eligible dependents, with the City covering 90% of premium costs, consistent with coverage provided to non-represented, regular full-time City employees.
- C. VEBA Contributions. The City Manager will receive an annual contribution to their VEBA account in the same amount provided to non-represented, full-time employees. This is currently equivalent to the deductible of the selected health plan.
- D. Life Insurance and Long-Term Disability. The City will provide, and make the premium payments for, the same long-term disability and/or life insurance coverage for the City Manager as for all non-represented, regular budgeted, full-time City employees.

- E. Deferred Compensation. The City Manager will be eligible to participate in the City's deferred compensation program. If the City Manager elects to participate, the City will contribute 8% of the City Manager's annual salary.

SECTION VI: RESIDENCY

[TO BE NEGOTIATED].

SECTION VII: PERFORMANCE EVALUATION

- A. The Mayor and City Council shall conduct a formal, written performance evaluation of the City Manager at least once annually in July for four consecutive years and only in even-numbered years thereafter. The City Manager shall receive a written copy of the performance evaluation and shall have the opportunity to provide a written response, which shall be included in the personnel record.
- i. Performance evaluations shall be based on terms of this Agreement, terms of the City Manager's job description, and the City Manager's performance in accomplishing otherwise-adopted goals and organizational objectives.
 - ii. Mayor and Council may conduct additional performance discussions as reasonably necessary.
- B. The City agrees that prior to any termination based upon performance-related concerns, such concerns shall be communicated to the City Manager in writing and the City Manager shall be provided the opportunity to cure, consistent with any notice and cure provisions set forth in Section III of this Agreement.

SECTION VIII: PROFESSIONAL DEVELOPMENT AND COMMUNITY ENGAGEMENT

- A. The City expects the City Manager to pursue continuing education into the business and best practices of City Management. The City shall pay for the City Manager's membership in the Oregon City/County Management Association (OCCMA) and for the City Manager to attend OCCMA conferences.
- B. The City shall also pay for other memberships, trainings, professional development opportunities, and conference attendance when attendance is required by, or relevant to, the work of the City Manager.
- C. The City will pay the City Manager's dues to local civic service groups or other local organizations deemed relevant or valuable to the work of the City Manager.
- D. The City shall provide reasonable annual funding in its adopted budget for the City Manager's opportunities and engagement under this Section, consistent with historical funding levels for this position.

SECTION IV: PROFESSIONAL LIABILITY AND BONDING

- A. The City agrees that, to the maximum extent permitted by Oregon law, it shall defend, hold harmless, and indemnify the City Manager from and against any costs, expenses, demands, claims, suits, actions, or awards incurred in connection with or arising out of an alleged act or omission occurring in the performance of the City Manager's duties in their official capacity, provided the incident arose while the City Manager was acting within the scope of their duties. These indemnification and defense obligations shall survive the termination of this Agreement.

- B. Pursuant to the Charter, the City Manager will "give a bond in such amount and with such surety as may be approved by the council." The City has provided for this Charter requirement through City County Insurance Services' excess crime coverage. This insurance meets statutory bonding requirements.

SECTION X: CONFIDENTIALITY

- A. The City Manager acknowledges that they will have access to confidential and sensitive information regarding City operations, personnel matters, legal matters, and strategy, and other non-public information. The City Manager agrees not to disclose any such confidential information unless required by law, pursuant to lawful court order, to the City Manager's legal counsel for purposes of legal compliance or defense, or as authorized in writing by the City.

- B. The City Manager agrees that he will not directly or indirectly use any confidential information except as necessary to perform the duties of the City Manager.

- C. The confidentiality provisions of this Agreement will remain in full force and effect for a period of two years after the termination of this Agreement.

SECTION XI: GENERAL PROVISIONS

- A. Amendment. Nothing will restrict the ability of the City and the City Manager to amend the terms of this Agreement. Amendments will be valid only if they are made in writing and are signed by both the Mayor, by authorization of the City Council, and City Manager.

- B. Severability. If any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable by a judge or court order, the remainder of this Agreement will be deemed severable and will remain in full force and effect.

- C. Choice of Law / Venue. This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of Oregon without reference to principles of conflict of laws. In case of a lawsuit arising from this Agreement, for enforcement and/or damages for breach or violation, the parties agree that the venue will be in Yamhill County Circuit

Court, to the exclusion of all other courts in any other venue. The prevailing party in a lawsuit will be entitled to reasonable attorney's fees to be fixed by the trial court. If an appeal is taken from the decision of the trial court, the fees will include any additional sums fixed by the appellate court as reasonable attorney's fees in the appellate court, together with prevailing party costs and disbursements incurred therein.

- D. This Agreement was the result of negotiation by the parties and thus the parties agree that the rule of construction requiring that the Agreement will be construed against the drafter will not apply to the interpretation of this Agreement. Both parties acknowledge that they have read and understand the Agreement, enter into it voluntarily, and have had opportunity to have it reviewed by counsel of their choice.
- E. The failure of either party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.
- F. Merger. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

SIGNATURES:

Adam D. Garvin

Date

Mayor Kim Morris

Date

JOB TITLE: City Manager		LOCATION: City Hall	
DIVISION/DEPARTMENT: Administration		ORGANIZATION: The City of McMinnville	
PAY RANGE: F101	EEO: Officials and Administrators	FLSA CATEGORY: Exempt	
ESTABLISHED DATE:		REVISION DATE: September 2023	

PURPOSE OF POSITION:

Under policy direction, plans, organizes, and provides administrative direction and oversight for all City functions and activities. Provides policy guidance and program evaluation to the City Council and management staff. Encourages and facilitates provision of services to City residents and businesses and fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups.

ESSENTIAL JOB FUNCTIONS:
1. Council Liaison

- 1.1. Serve as Chief Executive Officer by implementing fiscal and social policies established by the City Council through adoption of ordinances, resolutions and other directions.
- 1.2. Meets with City Council at special and regular meetings. Provides information and reports covering various aspects of the City's operations and groups.
- 1.3. Conducts detailed research, provides background information and presents policy recommendations to the Council on City initiatives.
- 1.4. Prepares and presents the annual balanced budget to the Council.

2. City Administrative Oversight

- 2.1. Provide oversight and manage all activities of City Departments through Executive Team and utilize Department Director recommendations to appoint and terminate all city employees except Municipal Court Judge.
- 2.2. Directs and coordinates the development and implementation of goals, objectives, and programs for the City, including developing administrative policies, procedures, and work standards to ensure goals and objectives are met, staff are held accountable, and programs provide mandated services in an effective, efficient, and economical manner.
- 2.3. Provides leadership and direction for complex projects and programs to accomplish goals and objectives of the City Council. Ensures coordination between City departments and/or other agencies.
- 2.4. Provides leadership and direction to department directors on varied operating and administrative problems.
- 2.5. Ensures satisfactory resolution of personnel issues, including final approval on terminations.
- 2.6. Administers approved budget and monitors overall expenditures to ensure compliance with budget.

3. Community Support and Engagement

- 3.1. Works with and attends meetings to represent the City with various citizen and business groups to encourage and develop economic opportunities.
- 3.2. Represents the City before various local governments, and State and federal agencies.
- 3.3. Responds to citizen inquiries and resolves complaints or refers to appropriate department when possible.

3.4. Negotiate and manage franchises, leases, contracts and permits with a variety of organizations, businesses and individuals.

4. Supervision

- 4.1. Manages, coordinates, and supervises the work of direct reports.
- 4.2. Responsible for interviewing, hiring, disciplining, and terminating employees.
- 4.3. Establishes department goals, priorities, and metrics in alignment with the city's goals and objectives.
- 4.4. Establishes individual performance expectations and objectives for direct reports.
- 4.5. Selects, supports, and motivates staff.
- 4.6. Provides and coordinates staff training and supports professional development goals.
- 4.7. Oversees workplace safety programs and policies.
- 4.8. Conducts performance review meetings and produces written performance evaluation documents.
- 4.9. Provides coaching for performance improvement and takes appropriate disciplinary action, up to and including termination, to address performance deficiencies.

GENERAL JOB FUNCTIONS:

- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Perform other duties as assigned within the scope of the classification.
- Participate in committees when requested.
- Maintain proficiency in job requirements which may include attending training and meetings, reading materials, and meeting with others in areas of responsibility, which may require travel.
- Maintain work areas in a clean and orderly manner.
- Maintain confidentiality, data integrity, and comply with all related city, state, and federal standards related to confidentiality.

REQUIRED QUALIFICATIONS:

Any equivalent combination of education and experience which provide the knowledge, skills, and abilities required to perform the duties as described. A typical way to qualify would be an advanced degree in public or business administration or related field and at least 10 years of administrative/management experience, including previous experience as a chief administrative officer. This position also requires:

Knowledge of:

- Modern and highly complex principles and practices of municipal administration, organization, and economic development functions and services.
- Current social, political and economic trends and operating issues of municipal government.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Principles and practices of municipal government budget preparation and administration.
- Principles and practices of organization, administration, and personnel management.
- Research and reporting methods, techniques, and procedures.
- Principles of effective public relations and interrelationships with community groups and agencies, private business and firms, and other levels of government.

- Sources of information related to a broad range of municipal programs, services, and administration.
- City organizational goals and council policy.
- Pertinent Federal, State, and local laws, codes, and regulations.
- Principles of supervision, training, and performance evaluation.

Skill and Ability to:

- Communicate effectively with the public, members of outside agencies, and employees both orally and in writing.
- Provide effective leadership and coordinate the activities of the municipal organization.
- Serve effectively as the administrative agent of the City Council.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals to improve operations, procedures, policies, or methods.
- Effectively administer a variety of Citywide programs, administrative and budgetary activities.
- Identify and respond to public and City Council issues and concerns.
- Interpret and apply Federal, State, and City policies, procedures, laws, and regulations.
- Effectively and fairly negotiate appropriate solutions and contracts.
- Gain cooperation through discussion and persuasion.
- Select, supervise, train, and evaluate assigned staff.
- Develop, prepare, and administer a large municipal budget.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Exemplify traits that reflect the City's culture, including integrity, a customer service orientation, cultural competency, trustworthiness, flexibility and a willingness to change.

SPECIAL REQUIREMENTS OR LICENSES:

- Driver's license valid in the State of Oregon

PREFERRED CERTIFICATIONS/LICENSES/TRAINING:**WORKING CONDITIONS:**

The position requires regular (80%+) ability to use dexterity and fine motor skills. Continuous (81% of the time) use of office equipment. The position requires little (0-5%) physical effort such as lifting, carrying, or movement, etc. Movements required to complete work are not difficult, and only require a usual degree of agility and hand eye coordination. The work environment is well protected, with virtually no hazards or obstacles (0-5%). There is very little element of personal risk or hazard. Job conditions are usually stable, with virtually no (0-5%) issues of confinement, temperature change, incident of noise, or interactions of a disagreeable nature, inside/outside work, dirty conditions, exposure to contagious disease, etc. Position has some responsibility for driving.

SUPERVISORY RESPONSIBILITIES:

Responsible for the direct supervision of approximately 11 FTE employees.

SUPERVISION RECEIVED:

Works under the general direction of the City Council.

SIGNATURES:

This document has been reviewed between the Supervisor and the Incumbent. I understand that this document is intended to describe the most significant essential and auxiliary duties performed by the job/position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. This job/position description does NOT constitute an employment agreement between the employer and employee and is subject to change by the employer as the organizational needs and requirements of the job change.

Incumbent Name	Incumbent Signature	Date
----------------	---------------------	------

Supervisor Name	Supervisor Signature	Date
-----------------	----------------------	------

The City of McMinnville is a diverse community that provides equal opportunity in employment and in its programs and activities. It is the policy of The City of McMinnville and its Council that no discrimination or harassment will occur in its employment practices or in any of its programs or activities based upon race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, marital status, disability, veteran status, age, genetic information, or any other status protected under applicable federal, state, or local laws.

The City of McMinnville also prohibits retaliation against an individual for engaging in activities protected under this policy and interfering with the rights and privileges granted under anti-discrimination laws. Individuals with questions about equal opportunity and non-discrimination should contact Human Resources in City Hall, or at 503-434-7405.

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 2025. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in July 2025.

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 effective, efficient, equitable, and democratic local government.

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

GUIDELINE

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

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

GUIDELINES

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

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

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

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

Professional Respect. Members should demonstrate professional respect for colleagues, including predecessors, successors, and others who might be candidates for the same position. Professional respect does not preclude sharing honest differences of opinion privately between colleagues; it does preclude attacking a person's motives or integrity, undermining them, or actively interfering with their work.

Showing professional respect involves acknowledging power dynamics between different career points and tenures. Undue influence, abuse of power, and intimidation are inappropriate and must be avoided.

A member no longer working in service to a local government should be mindful of professional respect before running for elected office in a jurisdiction where they recently served.

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

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

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

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

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

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

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

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment, unwelcome contact, advances, or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, sexual orientation, or veteran status. Members should foster respectful, inclusive environments in all professional and social settings.

Tenet 4. Serve the best interests of all community members.

GUIDELINES

Effects of Decisions. Members should inform the appropriate elected or appointed official(s) of a decision's anticipated effects on community members.

Promote Equity. Members should ensure fairness and impartiality in accessing programs and services and in the enforcement of laws and regulations. Members should assess and propose solutions to strive to eliminate disparities.

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

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

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

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and

impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

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

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

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

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

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

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

Tenet 8. Continually improve professional capabilities and those of others while fostering growth and development through ethical leadership and effective management practices.

GUIDELINES

Self-Assessment. Members should evaluate and enhance their professional skills and competencies annually through self-reflection and by proactively soliciting feedback.

Professional Development. Members should stay informed about emerging issues, practices, and challenges, actively engage in development activities year-round, and support others in enhancing their professional and ethical competencies.

Tenet 9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.

GUIDELINE

Engagement. Members should ensure community members can actively engage with their local government as well as eliminate barriers and support involvement of the community in the governance process.

Tenet 10. Oppose efforts to interfere with professional responsibilities by consistently executing official duties, policies, and processes with an unwavering commitment to unbiased public service.

GUIDELINES

Information Sharing and Feedback. The member should collaborate with the governing body to establish clear communication protocols for effective, equitable, and transparent information sharing and reciprocal feedback.

Personnel and Operational Matters. The member shall lead personnel and operating decisions consistent with responsibilities established in the charter or enabling legislation without interference from the governing body.

Tenet 11. Manage all personnel matters with fairness and impartiality.

GUIDELINE

Diversity and Inclusion. It is the member’s responsibility to recruit, hire, promote, retain, train, and support a diverse workforce at all levels of the organization.

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

GUIDELINES

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

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

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member’s official duties or serve

a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

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

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

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

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

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

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

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

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private

business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

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

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

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

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

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