

**PERSONNEL COMMITTEE
January 13, 2025 - 6:12 PM**

**Community Room
933 Michigan Avenue, Stevens Point, WI**

OR

Zoom Teleconferencing

MINUTES

Discussion and Possible Action on:

1. Roll Call.

Present:

Ald. Kneebone, Broderick, Lang, Guthrie, Steinmetz.

Excused:

Ald. Buse.

Others Present:

Mayor Wiza, Clerk Yenter, Director Kremer, Director Kivela, C/T Ladick, Chief Kussow, Chief Moody, Deputy C/T Peterson, Tax Specialist Susan Pagel, H/R Frasc, Attorney Beveridge, Director Beduhn, Ald. Keymer, Christianson, Birr, Shuda, Morrow.

2. Presentation Only: Senior Advisor Dianne Robertson and Senior Advisor Shawn Murphy - Wisconsin City/County Management Association-WCMA: City Administrator Options.

Senior Advisor Dianne Robertson and Senior Advisor Linda Kutchenriter from Wisconsin City/County Management Association gave a presentation and fielded questions regarding City Administrator options.

3. Adjournment.

Adjourned at 6:44 p.m.

Introduction

Shawn Murphy

- Retired City Manager
- 35 years of experience in local government
- Masters Degree in Business Administration
- Member of the International City Management Association (ICMA) and the Wisconsin City Management Association (WCMA)
- Serves as a Senior Advisor for WCMA/ICMA

Dianne Robertson

- Retired Village Manager
- 46 years of experience in local government
- Member of the International City Management Association (ICMA) and the Wisconsin City Management Association (WCMA)
- Serves as a Senior Advisor for WCMA/ICMA

Senior Advisor

- The International City Management Association Senior Advisor program was established by the ICMA Executive Board in 1974 to make the counsel, experience and support available to city/village and county managers and administrators, assistants and other ICMA members. Limited service is also provided to municipalities considering professional management. Senior Advisors primarily are retired managers. There is no compensation other than partial expense reimbursement. Wisconsin has four Senior Advisors.

Benefits of Professional Administrator

- Carries out the policies established by the elected officials
- Delivering public services efficiently, effectively and equitably
- Managing day-to-day operations
- Centralizes administrative accountability
- Appointed by and serve at the pleasure of the elected legislative body
- No guaranteed terms of office or tenure
- Evaluated based on their responsiveness to the elected legislative body and community, and on their ability to provide efficient and effective services
- May be terminated at any time
- Technical knowledge
- Negotiations with unions

Professional Management Myths

- **Hiring an administrator means giving up your right to elect your leader.**

False - The elected board and council members are the policy makers and the administrator reports to them. The administrator is responsible for carrying out the policies on a day-to-day basis. The administrator can be fired at any time by the board or council. **The Mayor and City Council are accountable to the Citizens and the Administrator is accountable to the elected officials.**

- **Hiring an administrator takes power away from the board or council.**

False - It strengthens the position of the governing body to make key decisions. It will, however, result in adjustments as to who is responsible for what.

- **Administrators cost too much.**

False - Most administrators in Wisconsin with a population from 15,000 to 30,000 receive between \$120,000 to \$182,000, well under comparable private sector positions. By efficient management, they are likely to pay for themselves within a short period of time.

For very small communities, it is common for the administrator position to be combined with the clerk or clerk/treasurer position or other positions such as zoning administrator.

There are 596 Cities and Villages in Wisconsin; approximately 180 have administrators/managers, about 28 communities between 15,000 and 30,000 have an administrator/manager. A recent survey of 19 Wisconsin communities with populations between 15,000 – 30,000 found the average salary for City/Village Administrators is \$149,888 (2024 data). Salaries for these 19 communities range from \$91,500 to \$182,000.

- **Administrators don't stay very long in one community.**

Mostly False - the average is about seven years and experiences of over fifteen years are not uncommon. The ICMA Code of Ethics requires a two-year commitment at a minimum.

- **Fulltime mayors/village presidents are the same as administrators.**

False – Mayors/Village Presidents are elected for their political leadership, not their experience and education in administering the day-to-day business of the municipality. Some mayors/presidents may have administrative skills; other mayors/presidents may not.

Duties of the Mayor/Village President and the Relationship with the Administrator

The Mayor/Village President is the chief executive officer of the city/village. In this role, the Mayor/Village President is responsible for the general welfare of the city/village.

The responsibilities are mandated by State Statute (Chapter 62.09 (8) for Cities and 61.24 for Villages) and consequently apply to Mayors/Village Presidents in municipalities with and without administrators. Various other specific authorities are granted to the Mayor or President throughout the statutes or by local ordinance.

The difference is in the manner in which the mayor/president exercises his/her executive responsibility.

Duties of the Mayor/Village President and the Relationship Without an Administrator

The Mayor/Village President exercises responsibility by directly supervising the day-to-day conduct of city/village activities.

Department heads report directly to the mayor/president and receive their assignments from the mayor/president unless otherwise specified by local ordinance. In Villages the reporting relationship is often determined by local ordinance.

Duties of the Mayor/Village President and the Relationship With an Administrator

The Mayor/Village President exercises executive responsibility indirectly by monitoring the activities of the administrator and the various departments of city/village government.

The administrator is responsible for the day-to-day operations of government, including supervision of the department heads.

The Duties of a Mayor/Village President in a Municipality With an Administrator Are as Follows:

Serves as the policy leader for the community, providing policy information and recommendations to the council/board

Presides over the city council/village board

Votes in the event of a tie vote by the council

Authority to veto ordinances passed by the council

Chief representative of the city/village in relations with the media

Represents the city/village in meetings with and presentations to other governmental units, businesses, community groups, and other groups

The Mayor/Village President works with residents of the community: receiving their comments and complaints; and seeking appropriate responses, in conjunction with the administrator and, if desired, the council/board.

How to Hire a Professional Manager or Administrator

Decide On Form

- Administrator Form
 - Most common form in Wisconsin
 - Easiest to accomplish
 - Charter vote 2/3rds or simple ordinance
 - Establish an ordinance creating the position and defining duties
- Manager Form
 - The City's structure of government must be modified to provide for the position by petition and referendum or charter ordinance adoption under Chapter 64 of the Wisconsin State Statutes. (13 communities in the State of Wisconsin)
- Villages have similar options. They can remain under Chapter 61 and establish the administrator position by simple or charter ordinance or they can establish the manager position by adopting Chapter 64 by charter ordinance. The main difference between villages and cities is that the position of village president remains essentially the same, no matter whether an administrator or a manager position is established.

Consider your municipality's own demands and needs

- Beyond the basic education and experience the position requires, you should develop a job description that outlines your expectations and the measurable objectives you want to accomplish.
- You should also develop a profile of the administrator who will best serve your community's needs.
- ICMA can help your municipality facilitate this process. ICMA's *Recruitment Guidelines for Selecting a Local Government Administrator* contains tips on recruiting applicants, determining finalists and interviewing techniques.
- WCMA Resources are also available to include sample ordinances

Begin your search

- Determine whether you want to conduct your own search or work with an executive recruitment firm.
- Cost may be an issue
- Tradeoff is the experience in recruiting and screening candidates
- Develop the interview process including questions and, perhaps, assessment center exercises

Whether you use a firm or do it yourself:

- Establish a timetable for the process – it usually takes 4 to 6 months
- Prepare and place advertisements in publications that will attract the most qualified local government candidates, such as the *ICMA Newsletter*, ICMA Job Center, "The Municipality" (League of Wisconsin Municipalities) and/or WCMA publications.

Make the selection

- Review resumes and identify potential candidates based on their experience and your criteria.
- Select the top candidates and schedule and conduct interviews involving your evaluation panels and City Council/Village Board.

Negotiating the Contract

- Upon reaching a decision, negotiate the terms and conditions of employment with your new manager or administrator and formalize a written agreement. Sample agreements are available.

Establish Goals

- It is important to develop mutually agreed-upon goals and establish an annual review process through which the elected body and the manager or administrator can discuss performance.

Things to remember

- This is a professional position.
- As you are screening the candidates, they are also screening you and your community.
- At the interview, you are assessing the suitability of the candidate and they are of you.

RESOURCES

- **Wisconsin City/County Management Association (WCMA)**
 - www.wcma-wi.org
 - <http://www.wcma-wi.org/index.aspx?NID=35>
 - Senior Advisors
 - Dianne Robertson probertson1@wi.rr.com 414-333-6120
 - Linda Kutchenriter lindaloyd@charter.net 920-410-4073
 - Shawn Murphy slq9469@live.com 608-370-1663
 - Vacant Position
- **International City/County Management Association (ICMA)**
 - www.icma.org
 - http://icma.org/en/icma/ethics/code_of_ethics
- **Wisconsin Statutes**
 - Chapters 61, 62, 64
- **Public Sector Executive Search Firms***
 - MGT www.mgtconsulting.com 847-380-3240 (Formerly GovHRusa)
 - Springsted www.springsted.com 414-220-4250
 - PAA Public Administration Associates www.public-administration.com 262-903-9509
 - McMahon Group www.info@mcmgrp.com 920-751-4200

*Note: These are firms that are known to have done and are currently doing recruiting in Wisconsin. There may be others. The listing does not represent an endorsement of any of them. They are listed here for informational purposes only.

Wisconsin City/County Manager Assoc			
MUNICIPAL ADMINISTRATOR SALARY BY POPULATION & YEARS OF SERVICE (15,000 - 30,000)			
MUNICIPALITY	POPULATION	YEARS IN POSITION	SALARY
Ashwaubenon, Village	17,836	4	146,916
Belleville, Village	16,715	1.5	91,000
Beloit, City	37,135	2	182,000
DePere, City	25,410	21	176,000
Fitchburg, City	35,125	3	170,500
Fox Crossing, Village	19,113	17	127,000
Grand Chute, Town	23,987	<1.0	146,973
Hartford, Village	16,083	9	140,691
Marshfield, City	18,929	13	136,521
Menomonie, City	16,910	17	136,000
Mequon, City	25,142	9.5	165,000
Middleton, City	23,476	2	149,178
Oak Creek, City	39,051	8	187,000
Onalaska, City	20,114	7	141,000
Pleasant Prairie, Village	21,840	1.5	174,000
South Milwaukee, City	20,306	<1.0	160,600
Waunakee, Village	16,104	14	157,500
Weston, Village	15,809	<1.0	120,000
Whitewater, City	15,317	2	140,000
AVERAGES	22,337	8	149,888
As of 9/2024			

Recruitment Guidelines

for Selecting a Local Government Administrator



Recruitment Guidelines for Selecting a Local Government Administrator

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About ICMA

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the International City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

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Preface

This *Recruitment Guidelines for Selecting a Local Government Administrator* was first published just over ten years ago. While a lot has changed in ten years, the basic process for selecting a chief administrator¹ has remained substantially the same. It still requires careful planning, astute evaluation of candidates, and a clear understanding of the relationship between the governing body² and the chief administrator. In this edition, however, new focus has been given to the ICMA Code of Ethics—the foundation of the local government management profession—and the emergence of the Voluntary Credentialed Manager program.

The Task Force on Recruitment Guidelines was formed in Fall 2010 and consisted of a very diverse group of ICMA members (many of whom have served on the ICMA Executive Board), Range Riders (former local government practitioners), younger members of the local government management profession, and representatives from executive search firms. From its only face-to-face meeting at the 2010 ICMA Conference in San José, this Task Force embraced the challenge of updating the guidelines. Over the next several months, we formed work groups to focus on three key elements of the process: recruitment, selection, and negotiation. After countless conference calls and emails, the new and improved *Recruitment Guidelines for Selecting a Local Government Administrator* emerged.

The Task Force consisted of the following ICMA members:

Jane Bais-DiSessa

City Manager
Berkley, Michigan

Bill Baldrige

Executive Search Committee
Former City Manager
Michigan Municipal League

Troy Brown

Assistant City Manager
Livermore, California

Garry Brumback

Town Manager
Southington, Connecticut

Charlie Bush

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Prosser, Washington

Mike Casey

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Ed Daley

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Tim Ernster

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Sedona, Arizona

Tom Fontaine

Borough Manager
State College, Pennsylvania

Peter Herlofsky

Former City Administrator
Farmington, Minnesota

Kay James

City Manager
Canandaigua, New York

Dave Krings

Former County Manager
Hamilton County, Ohio
Peoria County, Illinois

1 Chief administrator refers to a manager, administrator, or executive of a local government.

2 Governing body refers to the elected officers of a town, village, borough, township, city, county, or a legally constituted council of governments.

Debra Kurita
Former Assistant City Manager
San Bernardino, California

Juliana Maller
Deputy City Manager
Park Ridge, Illinois

Bob Murray
President
Bob Murray & Associates
Roseville, California

Andy Pederson
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Bayside, Wisconsin

Sheryl Sculley
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San Antonio, Texas

William Sequino
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East Greenwich, Rhode Island

Paul Sharon
ICMA Range Rider, Florida
Former Town Manager
Ashland, Massachusetts
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Scot Simpson
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River Falls, Wisconsin

Charlene Stevens
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Michael Van Milligen
City Manager
Dubuque, Iowa

Melissa Vossmer
City Manager
Angleton, Texas

Michael Willis
General Manager
Shellharbour City Council
New South Wales, Australia

Special appreciation is extended to Tom Fountaine for serving as the negotiation section chair; Peter Herlofsky, selection section chair; and Debra Kurita, recruitment section chair. Debra Kurita deserves special recognition as she labored many hours converting writing styles and formats into one consistent, easy-to-read document. On behalf of ICMA, I am grateful for the active engagement of each Task Force member. Special thanks to Jared Dailey of the ICMA staff, who assisted in the overall coordination of the Task Force.

It is the hope of the Task Force that this guidebook is promoted and distributed to those who are in the environment to hire a chief administrator for a community. To the governing body representatives who use this guidebook, we thank you for your service to your communities and wish you every success in finding the professional local government manager to help you guide your community to be the best it can be.

In closing, it has been my privilege to have served as the chair of this Task Force.

Bonnie Svrcek
Deputy City Manager
Lynchburg, Virginia

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1. Introduction

"Thousands of decisions are made every day in cities, towns, and counties that determine our quality of life.... Professional managers craft the plans and make the decisions that transform good communities into great ones."

—International City/County Management Association (ICMA)

Selecting a chief administrator is perhaps the most important decision that elected local officials will make for their community.

This guidebook was created by experienced, seasoned local government managers. It is designed to help elected officials, human resource professionals, local government staff, and professional executive search firms navigate the recruitment, selection, and negotiation processes to find the individual who is best suited to serve as the chief administrator. The chief administrator is like an orchestra conductor, directing and managing a team of professional, administrative, and field staff while interpreting and working toward the goals and objectives of the community's elected officials.

This guidebook offers best practices that will be most meaningful to you and your community in selecting a chief administrator. Because all communities, governing bodies, and chief administrators are not the same, this is not a "one size fits all" guidebook. Nevertheless, the local government managers who created this document are firmly committed to the ICMA Code of Ethics, which is a non-negotiable foundation for professional local government management, and strongly recommends that the hiring governing body use the Code of Ethics as a tool in its search for a professional local government manager. Herein, we explain recruitment choices and the selection processes to fit the unique size, culture, and dynamics of an individual community. Topics include provisions for interim management; the spectrum of resources available to assist in the recruiting process; applications, communications with applicants, and interviews; compensation; and transition. The appendices provide the ICMA Code of Ethics, ICMA Compensation Guidelines, a directory of professional organizations that are likely places to advertise for a chief administrator, potential interview questions, the do's and don'ts of applicant relations, and the ICMA Model Employment Agreement. Using this guidebook can make recruiting and selecting a new chief administrator a positive, enjoyable, and unifying experience for you and your colleagues as elected officials.

As you use this resource, you will see highlighted in the margins important points for selecting the best individual for the position.

When faced with an upcoming or immediate vacancy in the chief administrator position, the governing body must quickly address the following questions:

- What should we do to ensure that the affairs of the local government are properly administered until a new chief administrator is selected and on board?
- How do we conduct a recruitment to fill the vacancy?

The following material provides tips and guidelines on the processes that the governing body needs to employ to successfully answer these questions. It identifies and discusses the key elements of managing the organization between the time that one chief administrator departs and another arrives, as well as the major decision points in conducting the recruitment, selection, and negotiation processes for appointing the new chief administrator.

Professional local government managers are committed to

- Serving as stewards of representative democracy
- Practicing the highest standards of honesty and integrity in local governance, as expressed through ICMA's Code of Ethics
- Building sustainable communities as a core responsibility
- Networking and exchanging knowledge and skills across international boundaries
- Lifelong learning and professional development
- Financial integrity and responsibility for management of the community
- Implementing best management practices.

2. Managing the Organization during Recruitment

The governing body must act thoughtfully and deliberately in determining how to ensure that the operations of the local government are properly managed during the period before a permanent chief administrator is selected and on the job. When faced with a vacancy in the chief administrator position, the governing body needs time to carefully consider the qualities, expertise, and experience it hopes to find in a new administrator and to use the agreed-upon criteria to develop the administrator profile. It then needs sufficient time to recruit and select the best possible successor who meets these criteria. While that is happening, however, it is important that the governing body identify a professional who will act as the chief administrator and properly manage local government operations while the recruitment process is underway.

Major Decision Point: Appointing an Interim Administrator

If the vacancy is the result of a planned retirement, the governing body may consider asking the current administrator to continue leading the organization for a short period of time on a contract basis. Alternatively, the governing body may elect to consult with the outgoing administrator regarding possible staff members who could fill this role.

In some cases, the members of the governing body may agree that they have confidence in a specific staff person. If there is an assistant administrator, for example, the governing body may appoint that person as interim administrator. If this assistant will be considered for the permanent position, the appointment as interim administrator will provide the elected officials with an opportunity to observe firsthand how the assistant handles the job. Another option is to appoint an assistant or department director (who will not be a candidate for the position); someone who is mature, seasoned, competent and respected by fellow employees.

Should the governing body determine that there is no one on staff who it can or wants to appoint as the interim administrator, it may decide to retain the services of a retired administrator or an administrator who is between jobs. State associations, municipal leagues, or ICMA Range Riders are resources for identifying potential interim administrators.

The governing body should publicly announce the appointment of the interim chief administrator. Regardless of who is appointed, it should be made clear to all local government officials and staff that the interim chief administrator is responsible for implementing governing body policy and overseeing operations. It should also

be made clear that if the interim administrator is ultimately selected to fill the position permanently, it will be because that person has proven to be the best among all the applicants.

Interim Management: The Governing Body's Role

Obviously, the local government must continue to operate during the interim between the departure of the current chief administrator and the appointment of the new one. The governing body and interim management team should do whatever is necessary to make sure that important projects and service delivery continue to move forward. It is important to reiterate that the governing body has the responsibility to make it clear to the staff and community that the interim administrator is in charge of the organization's operations.

The governing body should consider deferring new initiatives, when possible, until the new administrator is appointed and on the job. After all, to ensure effective administrative leadership in the future, it is desirable that the new administrator be involved in as many policy decisions as possible. Just filling a vacant department director position, for example, is an opportunity for the new administrator to begin building an administrative team. In fact, such an opportunity can be used to pique the interest of potential applicants during the recruitment process.

Although it is not desirable for the governing body to immerse itself in the administrative affairs of the local government, its members should be briefed about current organizational problems and the status of important projects before the current administrator leaves, if possible. In this way, the governing body may monitor progress on important matters, provide direction, and set priorities for the person selected as interim administrator.

3. Initiating the Recruitment

The governing body should initiate the recruitment process immediately after the official decision has been made regarding resignation, retirement, or termination. Failure to do so can potentially generate rumors within the community by various interested parties who may attempt to exert pressure on members to quickly fill the vacancy. The members of the governing body must bear in mind that an impulsive response to this pressure can be divisive for them and can damage their credibility. They must take charge of the recruitment: they must determine the process that will be used to recruit and select the best administrator, and make that decision clear to all concerned.

There may be a number of special circumstances that influence the approach and timing used to recruit a new chief administrator. The following examples provide some tips for addressing those circumstances:

- Vacancy due to the chief administrator's termination or resignation under pressure. If the position is vacant because the former administrator was terminated or forced to resign, neither the local government nor the former administrator will benefit from a public quarrel. It is far better for all concerned to mutually decide on a timetable for the administrator's departure. If this departure is handled professionally and in a mutually respectful manner, there is less likelihood for controversy and ill will to arise around the issues of the separation. Further, and from a recruiting standpoint, handling a difficult situation well will enhance the local government's image and thus its ability to attract quality applicants.
- Vacancy occurring prior to an election. Occasionally, a governing body will delay initiating the recruitment process because an election is pending. But even in the face of an election, it should prepare for the process by developing the administrator profile (described in full later in this document) and determining how the recruitment will be conducted so as to reduce the time lapse between the departure of one administrator and arrival of another.
- Vacancies due to newly adopted council-manager form of government. If the position is vacant because voters either just approved the formation of or adopted a change to the council-manager form of government, the beginning of the search for a new chief administrator will depend on when the change becomes effective. Depending on the circumstances, it may be possible to have applications on file by the time the new members of the governing body are sworn in. In any case, the recruitment process should be initiated as soon as possible.

4. Conducting the Recruitment

There are several major elements and decision points in the recruitment process. This section of the handbook provides tips and guidelines for the governing body in determining the approach to use in this part of the process.

The governing body has three major choices for conducting the recruitment. It can:

- Conduct the recruitment in-house
- Retain an outside party to conduct the recruitment
- Use a hybrid approach and conduct the recruitment in conjunction with an outside party.

In-House Expertise Method: Recruitments Conducted by the Local Government

If the governing body chooses to conduct the recruitment in-house, it should be with the understanding that the task will be time-consuming and complex. The governing body may also have to decide whether to conduct the process as a body, delegate the responsibility to the chairperson, or assign the task to a committee of its members. If it elects to delegate the responsibility to one or more of its members, it must be sure to select people who are well respected and have the time to provide the necessary leadership and follow-through.

To provide support in the process, the governing body should seek the assistance of the local government's human resources officer and municipal attorney. In conducting the recruitment in-house, staff can work with the governing body to develop the administrator profile and design an effective and legal recruitment and selection process. Staff can also be responsible for the administrative tasks of placing advertisements, collecting résumés, and scheduling interviews. However, the governing body or its delegated members will approve the selection of the final candidates and conduct the interviews, and, of course, the body as a whole will make the final selection. In this scenario, staff serve as a resource throughout the entire recruitment process.

Outside Expertise Method: Recruitments Conducted with an Outside Party

The governing body can retain an outside party to conduct the recruitment. In some cases the interim or a retired administrator may be asked to coordinate the recruitment process. More often, however, the governing body will contract with a firm that specializes in providing executive search assistance.

When using an executive search firm, the governing body plays an active role in the process. It develops the administrator profile, approves the selection of the applicants, interviews the candidates, and, of course, makes the final selection. The benefit of using an executive search firm is the expertise that the firm brings to the process and its ability to coordinate the recruitment.

Typically the executive search firm begins by meeting with the elected officials either individually or as a group to help them develop the administrator profile. It is the firm's responsibility to facilitate these discussions and help the governing body reach a consensus. After this matter has been settled, the firm coordinates the overall process and assumes responsibility for all tasks until it is time for the elected body to select and interview candidates. During this process, the firm updates the governing body, keeping the members informed of its progress. As the firm will be responsible for all the administrative details, the role of the staff is usually limited to providing information about the local government and coordinating with the firm.

Governing bodies that use an outside service should ensure that a reputable firm, one familiar with the special requirements of local government management, is selected. The experience of the firm should be checked through contact with references—in particular, representatives of local governments that have used its services. Further, the governing body should be fully aware of the costs and benefits when deciding whether to use outside expertise.

Hybrid Method: In-House in Conjunction with Outside Party

In the third alternative, the governing body can conduct the recruitment in-house and supplement the process, where necessary, with assistance from an executive search firm or another outside source, such as an the ICMA Range Rider.

In some cases, the governing body may seek assistance at the beginning of the process to facilitate the discussion, develop the administrator profile, and

determine the structure of the recruitment process. In other cases, local government officials may initiate the process in-house by developing the profile and advertising for the vacancy, and they may then use an outside source to help review résumés, conduct reference checks, and structure the interview process. This alternative may be most appropriate if cost is a concern; however, because it also presents opportunities for lapses in communication, the exact responsibilities of each party must be clarified in a written agreement.

5. Key Elements of the Recruitment Framework

Regardless of the method chosen for conducting the recruitment, the governing body must develop a framework for the recruitment process. It must agree at the outset on a number of key issues critical to the success of the recruitment, including criteria for the administrator profile, compensation range and components, and timing and geographic scope of the search.

Major Decision Point: Development of an Administrator Profile

The most significant decision point for the governing body in the recruitment of a new administrator is to define what the members are looking for—that is, to create the administrator profile. The profile will encompass those qualities, characteristics, experience, and areas of expertise that would be found in an ideal candidate. Only by considering how applicants compare and measure against one another and, of course, against the established criteria, can the governing body be sure that the candidate it appoints has the appropriate combination of work experience, management experience, and leadership style to be successful in the position.

The governing body should begin with a survey of its needs and those of the organization. To determine the needs of the organization, the governing body should invite input from the department directors. Items to be considered include size of the local government, composition of the community, services provided, and overall objectives and priorities of the governing body. The work experience, skills, and expertise of the candidates must relate to these factors. The governing body should also consider both the “nuts-and-bolts” skills and abilities, such as budgeting, human resources, and technological know-how, and the “soft” skills, such as the ability to work with people and to lead an organization. These criteria will form the basis for reviewing résumés, selecting finalists, and making a hiring decision.

Unless the governing body can come to consensus on these criteria, it may be difficult to find the right candidate. By reaching consensus, however, the governing body will be better able to inform the applicants on what it is looking for in a chief administrator.

Developing the administrator profile helps the governing body define its needs and establishes the groundwork for generating a rich pool of applicants

The ICMA Voluntary Credentialing Program recognizes professional local government managers qualified by a combination of education and experience, adherence to high standards of integrity, and an assessed commitment to lifelong learning and professional development.

For more information, visit www.icma.org/en/icma/members/credentialing.

with the skills and abilities to address the needs of the governing body, the community, and the organization.

Decision Point: Community Engagement in Administrator Profile

The governing body must decide whether to engage community members or committees in the recruitment process. In most cases, the local government assumes responsibility for the recruitment and conducts the process without involving members of the community.

In some cases, however, a governing body may seek input from community members or committees when developing the administrator profile. This not only allows the community to be part of the process but also may provide the governing body with a better understanding of the role of the administrator. Depending on the method that the governing body uses to conduct the recruitment, gathering input from the community would be facilitated by staff, the outside recruiter, or the elected officials.

Although community input will be valuable, the governing body will ultimately determine the qualities and experiences to be incorporated into the administrator profile, and this should be clearly communicated to the community. It is, after all, to the governing body that the new administrator will be directly reporting.

Major Decision Point: Administrator Compensation

Another critical element to be considered at the outset of the recruitment process is administrator compensation. It is important for the local government to have

Governing bodies need to be very alert to the dangers of either hiring a clone of the outgoing administrator, assuming that person is leaving on good terms, or a polar opposite, assuming that person is leaving on less than good terms. The importance of evaluating the current needs of the governing body and locality cannot be overstated.

some general understanding of the acceptable salary range, but it is also important to have some flexibility. Some local governments identify a range; others provide the salary of the current administrator as an indicator; and still others may leave the salary open, to be commensurate with the new hire's background and experience. The governing body will also determine other components of the administrator's compensation, such as deferred compensation, vacation accrual, and professional development allowances.

It is important for the governing body to make clear that it wants the best administrator it can find. In general, potential applicants for the position will want to have some indication of the salary range and compensation package. But that will be only one of many factors that they will use in deciding whether to apply.

ICMA has developed compensation guidelines for negotiating salary and benefits for local government positions. These guidelines are provided in Appendix B and are also available online at www.icma.org/compensationguidelines. The actual compensation package will be negotiated with the final candidate at the conclusion of the recruitment process.

Schedule

Since top candidates often view applying for a new job as a major career decision, it is important that they have adequate time to consider the opportunity, discuss it with their families, and prepare an appropriate résumé. Similarly, the governing body, staff, or executive recruitment firm needs sufficient time to review résumés and conduct reference checks to ensure that good candidates are not overlooked and that finalists meet the desired qualifications. It cannot be overemphasized that the recruitment should move forward expeditiously while also allowing adequate time for a thorough and comprehensive search.

The timing of the recruitment can sometimes be affected by publication deadlines, which are important in terms of properly advertising the vacant position. An ideal timetable would provide at least sixty days from the start of the recruitment to the deadline for submitting résumés; thirty days to review résumés, conduct

background checks, interview candidates, and make a final selection; and at least thirty days for the new administrator to relocate. To maximize flexibility in the process, the governing body may advertise the position with an "open until filled" statement.

Profile: Impact of Special Circumstances:

As the governing body decides on the criteria for the administrator profile, three types of situations should receive special consideration:

1. A local government that has just changed its form of government will ordinarily need an administrator who can inspire local government officials with the enthusiasm needed to implement the new structure. A first administrator in a new structure should be adept at public relations and at establishing relationships with incumbent officials and employees.
2. When an administrator has been dismissed or has resigned under pressure, the governing body tends to look for strengths in areas in which the outgoing administrator showed weaknesses. There are dangers, however, in overcompensating for qualities that have led to dissatisfaction. If the outgoing administrator gave too much freedom to subordinates, for example, suddenly changing to a strong disciplinarian might result in antagonisms that would only lead to further problems. Sometimes a new administrator will be confronted with major problems that must be addressed immediately. If such a situation is anticipated, the governing body should make these circumstances known to any applicant who is being seriously considered.
3. When a popular administrator retires or moves to another local government, the governing body may ask for this person's assistance in the search for a successor. However, the governing body should not overlook the possible need for new strengths or different qualities.

Geographic Scope

Another factor to consider in determining the recruitment framework is the geographic scope: should the search be nationwide, statewide, or regional? A broad geographic search may attract more applicants who have demonstrated an ability to manage in a complex urban environment. On the other hand, a focus on the local government's state or region may provide applicants who have a better understanding of and orientation to local problems, legal issues, financing alternatives, and similar matters. In any event, the new administrator will provide a fresh perspective on the issues and challenges facing the community and the organization.

From the applicant's perspective, it is assumed that the local government is looking for the best candidate and that all résumés, regardless of where the applicant currently works, will be reviewed carefully. The determination of the scope of the recruitment will influence the advertising and outreach strategies used.

Advertising and Outreach Strategies

In order to generate a sufficient and diverse pool of qualified applicants, the governing body should develop advertising and outreach strategies.

Advertising Campaign It is to the advantage of the local government to ensure that every professional who might have an interest in the vacant position is aware of the opportunity to apply for it. Therefore, it is important that the advertising campaign be comprehensive and include a carefully worded advertisement. This does not mean, however, that the campaign has to be extensive or expensive. Most local governments, for example, avoid advertising for an administrator in general circulation newspapers unless there is a local requirement to the contrary; this is an expensive form of advertising that does not reach the targeted audience.

More effective vehicles for advertising for chief administrators can be found with organizations that are directly related to local government. In addition to ICMA, the following sources should be considered:

- National League of Cities
- National Association of Counties
- National Association of County Administrators
- National Forum for Black Public Administrators
- International Hispanic Network
- American Society for Public Administration.

Resources at the state level include state municipal leagues, county associations, and municipal assistants organizations. Many of these organizations publish newsletters or magazines and have an online presence; the subscribers to these resources are the men and women in the public administration and local government management professions. Addresses and websites for these resources are listed in Appendix C.

Local governments have some flexibility when preparing and placing advertisements, but at a minimum, the advertisement should include the following:

- Title of the vacant position
- Name of the local government
- Population of the local government
- Amounts of the operating and capital budgets
- Number of full-time employees
- Services provided
- Statement regarding the compensation package
- Filing deadline, including any special items of information desired such as current salary and work-related references
- A brief description of key areas of interest and desirable experience and qualifications (or a reference or email link to the administrator profile)
- Indication of whether residency is required
- A timetable indicating the principal steps and timeframe for the overall recruitment
- Where and to whom to send résumés with a notation as to whether email submittals are acceptable or required
- Website of the local government.

It should be noted that some publications permit the use of display ads that incorporate the local government logo and/or graphics within an innovative format.

In addition to the advertisement, the governing body, through the staff or the executive recruiter, will usually develop a printed brochure that describes the community, the organization, and the position, as well as providing the administrator profile and the governing body's key goals and objectives.

Outreach Strategy While advertising can generate outstanding applicants and the local government should look closely at all received résumés, the governing body should supplement the advertising campaign by identifying an outreach strategy to ensure that the search extends to the widest possible pool of qualified applicants. The outreach strategy may have a num-

er of approaches for attracting external candidates, encouraging superior internal candidates to apply, and promoting diversity in the applicant pool.

For External Applicants Useful sources of information about potential external candidates include the current administrator, former and retired administrators, members of the local government, local government officials in adjacent communities, executive directors of state leagues, directors of university public administration programs, leaders of regional municipal assistants, and ICMA Range Riders.

When determining an outreach strategy, the governing body, in conjunction with staff or the recruiter, could consider sending letters to identified individuals advising them of the opening and inviting them to send a résumé if they are interested in the position. The correspondence should include a basic package of information describing the local government and the vacant position. For the purposes of confidentiality, all correspondence should either be sent to the applicant's private residence or marked "Personal and Confidential" if sent to the workplace.

Shortly after the letter has been mailed, a follow-up telephone call should be made to confirm that the correspondence was received, assure the recipient that it was not a form letter, indicate why the position may be a good career opportunity, and answer questions. The same deadline for submitting résumés should be used in both the advertisements and the supplemental letters of invitation.

For Internal Applicants The local government should be sure to inform its employees of the vacancy and of how and when to apply. The governing body itself may directly invite one or more employees, such as the assistant city administrator or a department director,

to submit a résumé, or it may do so indirectly through staff or the executive recruiter. Whether in-house applicants are solicited or apply on their own, it is important that they be treated in the same manner as other applicants.

It should be made clear that if an in-house applicant is ultimately selected, it is because the governing body has determined that the candidate was the best choice of all those who applied. While most applicants will receive written notification of their status, the governing body may decide to talk personally with any in-house applicant who was not selected in order to provide good communication with staff, maintain morale, and help ensure an orderly and positive transition.

For Diversity of Applicants Development of a strategy to generate a diverse applicant pool helps to ensure a broad cross-section of candidates. A rich pool with applicants of both sexes and from different races and ethnic backgrounds is beneficial because the chosen candidate will likely bring a different perspective to the organization. Having diversity within a local government can enhance the organization's overall responsiveness to an increasingly more diverse spectrum of residents, improve its relations with surrounding communities, increase its ability to manage change, and expand its creativity.

In addition, the governing body may develop an outreach strategy to encourage the participation of applicants from diverse professional backgrounds. Organizations large and small use executive members of their staff on various levels, and there is often a significant wealth of knowledge to be found among candidates who have had successful careers as assistant city administrators, as department heads, and in other management positions.

6. Key Elements of the Application Process

The application process is the point where effective screening of candidates begins. For this part of the recruitment to be successful, the governing body must proceed carefully and with considerable thought. This section addresses issues such as whether to use a standardized application form; how to provide potential applicants with key information about the position and the local government; and the importance of establishing and maintaining good relations with applicants. High-quality applicants are more likely to pursue the vacancy if the local government can portray itself as a well-run, organized, and efficient organization.

The Application Form

Most local governments prefer to ask applicants to submit a résumé in whatever format the applicant determines will be most effective, rather than a standardized application form. For the applicant, this approach provides flexibility to present past work experience in a way that relates directly to the position in question. At the same time, it permits the local government to see how the applicant organizes and presents material in a written format. The manner in which materials are prepared can be an indication of real interest in the position.

A standardized application form is not recommended in recruitments for the governing body's top administrative professional. If one is used, however, it should be easy to complete, and the information requested should be relevant to the vacant position. Regardless of the form of application, the applicant should be required to submit a cover letter and résumé.

The Local Government Information Packet

Serious applicants will not submit a résumé for consideration until they have done their homework and have satisfied themselves that the position represents a good career opportunity. Often they will seek information from local government officials about the community, the organization, and the position.

This is one of the first contacts that will form an impression of the local government on the potential

Two critical elements of applicant relations are important to stress: keeping the candidates informed of the status of the process and maintaining confidentiality.

applicant. If the impression created is that the recruitment is well organized, that the local government officials know what they are looking for and are consistent in the message, and that sufficient information about the locality is easily obtained, potential applicants are more likely to form a positive image of the position and the governing body in deciding whether to apply.

To help disseminate the same information to all applicants, the governing body could put together a packet of information that includes:

1. A copy of the outreach brochure or other documents that provide the criteria for the position, indicating key objectives and priorities and the administrator profile
2. Ordinance or charter requirements if they contain significant or unusual provisions regarding the position
3. Summary information about the local government, including organizational structure, personnel practices, number of employees, services provided, and budget data
4. Information about the community in the form of a chamber of commerce brochure or similar publication, if such is attractively prepared and available
5. Websites that contain information on the local government and community
6. The name, phone number, and e-mail address of a contact person.

Applicant Relations

Appendix E in this handbook provides some basic do's and don'ts regarding applicant relations and the recruitment process. The two key areas that are important to stress are candidate status notification and confidentiality.

There is no faster way to damage the image of the local government and to lose good applicants than to violate the trust or assurance that was given regarding confidentiality.

Candidate Status Notification As a rule, it is important to engage in the simple and courteous steps of acknowledging résumés as they are received and of notifying applicants of their status as the recruitment proceeds. Prompt acknowledgment of résumés is one indication that the process is being handled in a businesslike manner, and it can add to the applicant's positive impression of the organization. This acknowledgment also should inform the applicant of the recruitment timetable. Unless there are unusual or unanticipated delays, this response should be sufficient until applicants are actually notified as to their final status. To maintain confidentiality, all correspondence should be directed to the applicant's home, not business address.

Additionally, if special circumstances arise (such as a recall election) that might cause a delay in either the recruitment or the selection process, it is important to communicate any changes in the established schedule to all applicants.

Similarly, notifying all applicants as to their status, even if they are not selected as finalists, is a basic courtesy that will affect how the candidate views the local government.

Maintaining Confidentiality Confidentiality is an important consideration in any recruitment. Present

job security and long-term career opportunities could be jeopardized if an applicant's interest in another position is made public prematurely. While applicants realize that the local government will want to contact their current employers to conduct background checks and assess their job performance, they typically prefer to wait until it is clear that they are going to be considered as finalists who will be invited to the second interviews for the position.

The governing body should determine, at the outset, the extent to which the recruitment process will be confidential. The governing body, in consultation with the local government's attorney, should decide the level of confidentiality due to the varying open record and disclosure statutes between the states. If applicants' names are likely to be disclosed at any point, potential applicants should be advised so that they may take it into account in deciding whether to pursue the vacancy.

From a recruiting standpoint, assurance of confidentiality will result in more applications being submitted, particularly from those who are currently employed elsewhere. As confidentiality is important to both parties, such assurances should be honored, and applicants should be given adequate time to notify their current employers before those employers are contacted by the recruiting local government.

7. The Role of the Media in the Recruitment Process

Members of the media will obviously have an interest in the recruitment process and their involvement will be dictated in part by state law and in part by tradition. At the outset, local government officials should brief the media on the timing and steps involved in the overall process. After the deadline has passed for submitting résumés, the governing body may decide to brief the media and the community on the overall response.

As the confidentiality of résumés is a major concern in any recruitment and can significantly affect the number and quality of résumés received, applicants should be apprised of any applicable state laws in this area, and the governing body, with advice from the local government's attorney, should determine what information will and will not be made available to the media.

8. The Selection Process

Once the deadline for submitting résumés has passed and all applications have been received, the selection process begins. Principal steps are as follows:

- Reviewing the applications
- Determining which candidates will be interviewed
- Interviewing the candidates
- Making the final selection.

Reviewing the Applications

The selection process begins with a review of the applications and résumés that have been submitted. Depending on how the governing body has chosen to conduct the recruitment, the participants involved in this initial review may be the body as a whole, the chief elected officer, a subcommittee of the governing body, the staff, or the executive recruitment firm. Alternatively, some local governments have used a panel of chief administrators from other local governments to serve as a screening panel. Regardless of who performs the screening, the objective of the initial review is to identify those candidates who best reflect the qualities, characteristics, experience, and areas of expertise that were defined in the administrator profile.

Major Decision Point: Determining the Candidates to Be Interviewed

The determination of the candidates to be interviewed is a significant decision point in the selection process. The objective here is to narrow the total group of applicants to a smaller group that will continue to the next step.

Initial Background Check After the group of applicants has been narrowed down to those who meet the qualifications described in the administrator profile, the list may be further refined by confirming educational credentials and conducting online checks. Such reviews should not violate the confidentiality of the applicant pool. For online checks, it is important to consider the source and avoid drawing hasty conclusions from these sources.

Selection of Candidates After the review of the résumés and the initial background check, the participants in this process should meet with the governing body as a whole to recommend which applicants should be invited to an interview. The chosen group of candidates should be large enough to expose the governing body to an array of personalities. In most cases, five to ten candidates should be selected. The governing body may also establish a secondary list of candidates who could be invited to the interview if one or more of the first group of candidates decline or are unable to continue with the process.

Informing the Candidates Once candidates have been selected, the governing body representative, the staff, or the executive recruiter should contact the each candidate by phone and do the following:

1. Inform the candidate that he or she has been selected to be interviewed and offer congratulations (the candidate should be made to feel that the governing body is pleased to have reviewed his or her résumé). At the same time, confirm the candidate's continuing interest in the position.
 2. Advise the candidate of: the nature of the interview process, including date and time, number of other candidates, whether there are any in-house candidates, and when a decision is expected to be made. Indicate that all the details and information will be confirmed in a written correspondence. If email is to be used for this correspondence, confirm the candidate's email address.
 3. As described in the section on applicant relations, the governing body should have already determined the extent to which the recruitment process will be confidential. At this point, the candidate should be advised if the names of candidates are to be made public and be given the opportunity to withdraw.
1. Confirm that the candidate has received the information package provided during the application process. Indicate that a supplemental package with more detailed information will be provided directly to the candidate's home in advance of the interview. The supplemental package may include:

- A list of governing body members and their occupations
- Copies of meeting minutes from the past several months
- The general or comprehensive plan and land use maps
- The most recent budget
- A recent bond prospectus
- Any other material that would be of particular relevance, given the goals and objectives of the local government and the criteria for the position.

As an alternative to a paper package of information, the candidates can be directed to the locality's website for such information.

5. Confirm local government policy on reimbursement of expenses incurred in conjunction with the interview. Many local governments reimburse candidates for all out-of-pocket expenses, including reasonable transportation, room, and board. ("Reasonable" is intended to eliminate first-class airline tickets, four-star hotels, and gourmet restaurants.)

Such reimbursement of expenses is another way that the local government can demonstrate its interest in the candidate. It reinforces the positive nature of the recruitment process and is sometimes a factor in whether the candidate is able to attend. Should there be strong reluctance on the part of the governing body to reimburse all expenses, the local government can share expenses with the candidate or can agree to reimburse all expenses incurred after the first trip.

The local government staff can offer to handle all reservations, transportation, and related matters, but this can be cumbersome and time-consuming. In most cases, the local government confirms the time and place and lets the candidate make his or her own arrangements. The candidates usually prefer this approach as well.

Interviewing the Candidates

Most local governments use the interview approach for selecting the chief administrator. In this approach, the governing body will meet as a whole with each individual candidate. As the initial interview is usually limited to an hour, a second interview with one or more of the finalists is generally incorporated into the process.

Initial Interview The following provides important guidelines for conducting the initial interview.

Structure of the Interview The interview process should be well organized in a comfortable setting for both parties that invites open and relaxed discussions. This element of the process is generally not considered a public meeting, although the governing body, staff, or executive recruiter should consult with the city's legal advisor to ensure that all requisite notices are sent and other legal requirements are met.

All members of the governing body should participate in the interview with one member, usually the chair, designated as the discussion leader. This interview should last at least an hour as it is difficult to pursue a range of questions in less time. Further, all candidates anticipate and deserve an opportunity to present their qualifications to the governing body and describe their interest in the position. It is important to realize that the interview process not only provides the governing body with an opportunity to improve its knowledge of the candidate but also influences the candidate's interest in the position.

As part of the initial interview, the governing body may want to include a comprehensive tour of the community. A trusted senior staff person would be a likely tour guide.

Content of the Interview Questions During the first interview, the governing body will question the candidate about a variety of matters, such as overall work experience, specific accomplishments, career objectives, alternative approaches to practical problems faced by the local government, and similar matters. A list of potential questions is provided in Appendix D.

The interview also gives the candidate an opportunity to evaluate the governing body as a group and to ask questions. An important issue to discuss during the interview is the governing body's working relationship with the administrator, clarifying all roles and responsibilities.

During the formal and any informal meetings between the governing body and the candidates, discussions and questions should focus on the criteria for the position that were established at the outset of the recruiting process. Obviously, discussions should stay within acceptable legal parameters and should not include references to politics, religion, age, racial origin, and sexual preferences.

When the initial interview process is over, the governing body should avoid impulsive action but rather take whatever time is necessary to arrive at a comfortable and well-reasoned decision. At this point, either one person has emerged as the clear choice of the

governing body; or, more likely, the pool of candidates has been narrowed down to two or three individuals that the governing body would like to further pursue. In most cases, the process will involve a second interview of this smaller group of finalists. However, if there is one clear choice, please refer to the section entitled "Making the Final Selection."

Second Interview If, after the initial interview, there are two or three candidates that the governing body would like to further consider, a couple of options exist for setting up a second interview:

1. The governing body may invite the finalists back for a second, more in-depth interview, coupled perhaps with some sort of community function. This arrangement often provides the governing body with the insight needed to make a final decision.
2. The governing body may invite the finalists back for a second, more in-depth interview, coupled with an opportunity for community leaders and/or staff to provide input into the selection of the chief administrator.

In either case, finalists should be notified of their status, congratulated for being among the select few who will be further considered, informed of the process, and asked for permission for the governing body to conduct reference checks.

Reference Checks As the governing body is now deciding between two or three qualified candidates, it is important at this point to conduct reference checks that provide additional information on which to base the decision. References should be checked to learn about each finalist's ability to work effectively with people, to develop a more complete understanding of the finalist's work experience and specific accomplishments, and to see if the finalist's qualifications match the profile for the position. The following suggestions are important for ensuring consistency and thoroughness when conducting reference checks:

- The reference checks may be performed by members of the governing body, staff, or executive recruitment firm. In general, however, it is advisable to limit the number of people performing the checks to one or two. It may be difficult, depending on the number of candidates, to have one person perform all the reference checks, especially if there are three references for each candidate. Further, it can be helpful if two people compare notes on the same candidates.

- Be consistent in discussing issues with and asking questions of each candidate in order to provide a good basis for comparison.
- Contact enough people to ensure a consistent reading as to the candidate's strengths and weaknesses. If a reference can say only good things about the candidate, he or she should be asked directly what weaknesses the candidate has.

Decision Point: Inviting the Candidate's Spouse/Partner

While the focus of the recruitment is on the chief administrator, the governing body may formally invite the candidate's spouse/partner to the community during the interview process. Generally, this type of invitation occurs only after the first interview process has narrowed the group of candidates down to the top two or three. The spouse/partner should never be included in the formal interview process, nor made to feel as if he or she is being interrogated in any way.

If the governing body formally invites the spouse/partner to accompany the candidate, it is important that this part of the process be as well organized as all the other parts that concern the candidate directly. Here, too, an important impression about the community is being made. The interests of the spouse/partner should be carefully determined and accommodated.

On the other hand, the governing body may use an informal, non-structured approach to the involvement of the spouse/partner. Understanding that a candidate may bring his or her spouse/partner along to explore the community as a possible future home, the governing body may consider having a packet of relevant community information available.

Decision Point: Community Involvement The governing body must decide whether to involve community members or committees in the interview process. In most cases, the local government assumes responsibility for the interviews and conducts the process of selecting the new chief administrator without the involvement of members of the community.

In some cases, however, governing bodies have chosen to supplement the usual discussion between members and finalists by inviting community leaders to participate. For example, finalists may meet with selected community leaders to answer questions and receive their input on matters they consider important to the local government. If this option is taken, the purpose of the meeting should be made clear to all involved. Both the finalist and the community members

should know whether these meetings are intended simply to provide the finalist with additional information on the local government or whether the community group will also be involved in the actual selection process. In the latter case, although the input from the community will be valuable, it should be made clear that the governing body will make the final selection based upon a variety of factors.

Decision Point: Staff Involvement The governing body must also decide whether to involve staff members in the interview process. It may choose to supplement the usual discussion between members and finalists by inviting staff members to participate. For example, finalists may meet with selected department directors to answer questions and review departmental operations in more detail.

If this option is taken, its purpose should be made clear to all involved. Both the finalist and the staff members should know whether these meetings are intended simply to provide the finalist with additional information on the local government or whether the group will also be involved in the selection process. In the latter case, although the input from the staff will be valuable, it should be made clear that the governing body will make the final selection based upon a variety of factors.

Major Decision Point: Making the Final Selection

After the second interviews, there should be one person who is the clear first choice of the majority, if not all, of the governing body. It is important to both the governing body and the potential new hire that the decision be unanimous, if possible. A unanimous vote from the governing body demonstrates a commitment of support to the new chief administrator and sends a positive message to both the organization and the community. If the governing body is divided on the appointment and the decision is not unanimous, however, the chosen finalist should be advised of this prior to accepting the position.

It is important that the vote for the new chief administrator be unanimous, if possible. This sends a positive message to the organization and the community.

Once the selection has been made, the governing body, staff, or executive recruiter should contact the finalist, confirm his or her willingness to accept the position, and obtain permission to conduct a very thorough background check, which will be performed by an outside party. This process includes interviews with individuals in the candidate's current community, an investigation into possible criminal history, and a credit check, which requires the candidate's consent.

Another element of this final selection process may include some or all of the members of the governing body making an on-site visit to the finalist's current community. Often finalists insist that an agreement regarding terms and conditions of employment be agreed upon before being open to a site visit.

Once the governing body is satisfied with the results of that process, it may inform the finalist and move ahead to put together a total compensation package and discuss other related arrangements. However, if the governing body is unable to satisfactorily conclude negotiations with its first choice, it may need to engage in discussions with one of the other finalists. Thus, it should refrain from notifying the other finalists until all arrangements have been finalized with the first-choice candidate.

From a public image standpoint, it is imperative that all candidates learn about the final selection from the governing body or its representative, as opposed to hearing about it from a third party or reading about it online or in a newsletter or professional publication. A representative from the governing body, staff, or executive recruitment firm should personally contact the runners-up prior to or at the same time that a news release about the appointment is issued.

9. The Negotiation Process

Once the local government has made its decision and the finalist has indicated a willingness to serve as the chief administrator, a number of final arrangements must be completed. These include negotiating a compensation package and completing transition activities. Only after these arrangements are concluded can the new chief administrator relocate and begin work for the community.

Preparation for Negotiation

The governing body needs to ensure that relations with the new administrator get off to a good start. At this point, nothing should happen that causes the new administrator to reconsider.

It is important that the governing body identify a single individual to act as the negotiator for the local government. Depending on the approach that the governing body has selected, the negotiator may be a member of the governing body; a member of the staff, such as the interim chief administrator or the municipal attorney; or the executive recruiter. The following are important guidelines regarding the structure of the negotiations:

1. The atmosphere should be friendly and relaxed.
2. The negotiator should be flexible. Negotiating implies a willingness to consider options and alternatives in pursuit of an acceptable package. There may well be more than one way to meet the financial objectives of the new administrator.
3. The governing body should be realistic. No matter how beautiful and desirable the community or position may be, the finalist is unlikely to accept the new position without an increase in pay over his or her present salary.

Major Decision Point: Negotiating Compensation

In compensation negotiations, base salary is a good place to start. The ICMA Compensation Guidelines, which are provided in Appendix B, are a good source of

The governing body should rely on a single individual to handle its part of the negotiation process.

The process should be friendly and relaxed; the negotiator should be flexible; and the governing body should be realistic in its guidelines to the negotiator.

information to help with this part of the process. The person conducting the negotiation on behalf of the local government should keep the following questions in mind:

1. Ultimately, what salary will be acceptable to the governing body?
2. What is the bargaining range?
3. What is the current salary of the applicant?
4. What type of salary and total compensation package did the candidate discuss during the interview?

ICMA, the National Association of Counties, and state leagues of cities and counties are sources of information on the salaries of local government administrators around the country. Prior to initiating negotiations, the governing body should compare its salary range with that of other governing bodies in same region of the country.

Elements of Total Compensation Elements of a total compensation package typically include:

- Base salary
- Deferred compensation
- Severance pay
- Use of government car or car allowance
- Use of technology or technology allowance
- Retirement plan
- Medical and other insurance (dental, optical, life, disability)
- Vacation accrual

- Holidays
- Sick leave accrual
- Membership dues, conference, and professional development attendance fees.

Before the negotiation begins, the governing body should ask the candidate to provide a written itemization of his or her current total compensation. After receiving this information, the person negotiating on behalf of the governing body should outline a proposed package and provide it to the candidate. Usually there will be no negotiation on those benefits that are similar among local governments, such as medical insurance and holidays. The variables most often relate to base salary and particular financial objectives, such as deferred compensation, health insurance, and requirements to join a state retirement system.

The proposed compensation package should (1) leave the individual whole on basic benefits, (2) provide an appropriate step forward in cash-related benefits, (3) ensure an increase in take-home pay, and (4) deal with any particular financial objectives that the new administrator may have.

Noncompensation Elements During the negotiations, some issues will arise that do not relate to the total compensation package but may well have significant financial implications for both the local government and the new administrator. Both parties need to be flexible and realistic in dealing with these issues:

- **Relocation expenses:** It is common for local governments to pay the one-time cost of relocating the administrator and his or her family and household furnishings to the new local government. Sometimes both parties agree on a “not-to-exceed” figure based on estimates from moving companies.
- **Temporary housing:** An allowance for temporary housing is usually provided until the new administrator is able to sell his or her former home and/or relocate his or her family. Typically, this amount is sufficient to cover the cost of a modern furnished apartment or condominium. Again, both parties may agree to a fixed time period or amount.
- **Commuting expenses:** As with temporary housing, the local government often will agree to reimburse the administrator for periodic family visits or for the spouse/partner to visit for house-hunting purposes.

- **Housing assistance:** Regional variations in the cost of housing or housing financing can complicate the negotiations. There is considerable precedent for local governments—using appropriate safeguards and limits—to assist in the purchase and/or financing of housing for the new administrator. A variety of options exist, including a loan or a salary supplement.

Employment Agreements It is in the interests of both the community and the chief administrator to have a written summary of the terms and conditions of employment to which both parties have agreed. The stable working situation created by such an agreement helps to attract and keep top-flight administrators in a generally mobile profession. ICMA recommends the use of employment agreements because the detailing of salary, benefits, and other conditions of the administrator’s job puts those items where they belong—in a contract where both parties can know what is expected—and removes them from the daily agenda of the chief administrator and members of the governing body.

While such an agreement usually does not refer to a specific term of employment and permits either the governing body or the chief administrator to terminate for cause or at will, it should include a section providing the administrator with severance pay for a fixed period of time if he or she is terminated. This provides important personal and professional security for local government chief administrators, as they have the rather unique situation of working at the pleasure of the governing body with the possibility of dismissal for any reason at any time.

While not a lengthy legal document, the employment agreement is usually drafted by the local government’s attorney. The new administrator is often given an opportunity to prepare a first draft for consideration. If an employment agreement is not used, a formal letter of understanding, at a minimum, should be prepared.

As a final note on this process, the governing body should be prepared for the possibility that it will be unable to reach agreement on compensation or other matters with the first-choice candidate. In these instances, the governing body typically enters into negotiations with its second-choice candidate. As indicated previously, once an agreement has been finalized, all other candidates should be promptly notified that they were not selected.

10. The Transition Process

After the governing body and new chief administrator have reached agreement on the issues of compensation, starting date, and method and timing of announcing the selection to both the community and the administrator's former local government, the transition process begins.

Announcing the Selection

The announcement of the selection should be well planned and coordinated between the governing body and new chief administrator. Two factors should precede any formal announcement of the appointment:

- The successful candidate has formally accepted the position and the negotiations have been concluded; and
- The successful candidate has been given the opportunity to notify his or her current governing body about the appointment.

This public announcement should be coordinated carefully to recognize the instantaneous nature of electronic communication.

Additional Elements

Additional elements that the governing body may employ to ensure a smooth transition for the new chief administrator are as follows:

- General assistance: For a smooth transition, the local government should offer whatever general assistance the new administrator might need in moving, such as introductions to realtors and bank-

ers and support to the spouse/partner in finding suitable employment.

- Orientation meetings: The governing body should arrange to introduce the new chief administrator to department heads and local government staff. While the new administrator may have met some of these individuals during the interview process, a special meeting or reception can be a pleasant way to turn over responsibility. Similar meetings, briefing sessions, and/or receptions can be arranged to introduce the new administrator and his or her family to community groups, civic leaders, and residents in general.
- Local government work session, orientation, and review of objectives: It is desirable to have an initial work session with the new administrator to discuss and clarify initial expectations on both sides and to review goals and objectives. Even though some of these issues may have been raised during the interview process, communication from the outset can help ensure a smooth working relationship.
- Performance evaluation: Using the position's goals and objectives as a starting point, the governing body and new chief administrator should agree to an annual or semiannual review of the administrator's performance. This established and formal process helps to ensure that communication between the parties is maintained, that progress is monitored, and that goals and objectives are reviewed and refined on a regular basis.

11. Conclusion

Choosing a chief administrator can be the most significant action of the governing body. The chief administrator is a leader, coach, and chief of strategy for the staff team whose job it is to implement a vision, policy, and procedures; accomplish goals; and achieve the desired output of the organization. Similar to a chief executive officer of a Fortune 500 company, the chief administrator is also responsible for serving an elected governing body, managing the financial aspects of the organization, directing the employees, ensuring quality customer service, and implementing legal and ethical standards. Furthermore, unique to public agencies, the chief administrator oversees an organization that is focused on providing a variety of services to the community rather than on making a profit.

In addition to a very diversified portfolio of services that must be provided and interests that must be served fairly, the chief administrator is responsible for an organization that must balance its budget; provide for and encourage public input into decision making; and understand, respect, and appreciate the political environment. In summary, the position of chief administrator requires a variety of skill sets—not every person is capable of performing the role. There-

fore, selecting the right person for the job is critical for the governing body and for the community.

This guidebook addresses a number of factors to consider in recruiting, selecting, negotiating, and hiring a professional local government manager. In doing so, it elaborates on the "best practices" for identifying the appropriate skills and background of a chief administrator, noting that the governing body must identify the qualities, characteristics, experience, and areas of expertise that would be found in the ideal candidate. Throughout the entire process, clear communication to staff, the community, and the media is essential for achieving the governing body's goals. In the end, the process of recruiting and selecting a chief administrator should be a positive and unifying experience, resulting in the appointment of an individual who represents and embodies the governing body's vision for the future.

ICMA and its members are resources available for providing guidance and recommendations in the recruitment of a chief administrator. With this document, we hope we have provided a basic understanding of the process involved in selecting a professional local government manager who meets the needs of the community.

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in June 2018. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2018.

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. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

TENET 2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments.

When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

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 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 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.

TENET 4. Serve the best interests of the people.

GUIDELINE

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.

GUIDELINE

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

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

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

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

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

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

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

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

GUIDELINE

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

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

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

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

GUIDELINE

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

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

GUIDELINE

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

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

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

GUIDELINE

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 em-

ployment, 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.

Recommendations for Inclusiveness in Hiring

Local governments are encouraged, whether working with an executive search firm or conducting the search on their own, to recruit a complete and diverse applicant pool from which to select the best candidate. Research demonstrates that unconscious bias is present in candidate screening and recruitment processes¹. Additionally, research has shown that more diverse groups make better decisions than homogeneous groups². This is as important, if not more, at the City Council/Commission level than at the teams and implementation level.

Elected officials or Policy makers set the tone for the whole organization. Strategy, guidance, and culture originate at the top, or need the approval or support of senior leadership to be successful and resilient. Ensuring that top management understands this, and even reflects this diversity in the make-up of senior team structures will lead to better and longer lasting organizational health and productivity.

Accomplishing this can be challenging given our individual or collective unconscious biases, so hiring bodies and recruiters need to be more intentional in unwinding or mitigating those biases to ensure an effective recruitment. There are a variety of ways to begin this and signaling this intent to candidates can also lead to a greater, and stronger, applicant pool. Ideas like blind screening—removing identifiable details from applicant resumes including age, gender, educational institution, year of graduation, and even name is growing in use.

Below are five key recommendations to help your community maximize the talent pool and get the best candidate for your management position from as diverse a pool as possible:

1. Connect with a variety of advertising opportunities to ensure your position is advertised widely, including partner and affinity organizations related to the national or state associations of managers;
2. Collect recruitment demographics on your applicant pool, and analyze to ensure you have a cross-section of experiences and backgrounds included—consider a blind screening process for your initial resume review;
3. Aim for a roster of finalists that includes representation of race, ethnicity, and gender proportionality similar to your community's makeup—if the final roster is not closely aligned with community demographics, review your recruiting process to see where there may be gaps;
4. Develop a list of screening questions that can be applied equitably across all finalists, considering race, ethnicity, and gender (e.g., avoid provocative questions such as, "Does your husband approve of you taking this position, knowing it will take time away from your family?");
5. Ensure that your hiring panel is diverse and includes a variety of backgrounds and perspectives; if your council or commission is lacking in diversity, consider expanding your panel to include community residents, business, and civil society representatives.
6. If hiring an external firm to assist in recruiting, ask for information about their strategy, skills and experience in recruiting a diverse pool.

ICMA is committed to promoting diversity in the local government management profession. Because of changing demographics in world, the current overall demographic profile of the local government management profession does not generally reflect the diversity of many of the communities in which ICMA members serve. Reflecting the communities we serve helps us make better decisions and improves public trust and relationships. Due to the current lack of diversity in the profession, the next generation of public servants may not see local government as an attractive option, making future talent development and recruitment challenging. ICMA is committed to ensuring that local governments are inclusive and mirror the diversity of our communities.

1. David R. Francis, "Employers' Replies to Racial Names," The National Bureau of Economic Research, 2003: www.nber.org/digest/sep03/w9873.html
2. Samuel R. Sommers, "On Racial Diversity and Group Decision Making: Identifying Multiple Effects of Racial Composition on Jury Deliberations," Journal of Personality and Social Psychology, 2006: www.apa.org/pubs/journals/releases/psp-904597.pdf

ICMA Guidelines for Compensation

Maintaining public trust and integrity in local government requires both effective governance and management of the organization. The following guidelines are intended to establish a best practice for establishing and negotiating compensation for local government executives and staff and to clarify the roles and responsibilities of the governing body, local government manager, and employee.

The Principles

Compensation and personnel matters should be guided by the core principles of the ICMA Code of Ethics. ICMA affirms that the standard practice for establishing the compensation of local government managers be fair, reasonable, transparent, and based on comparable public salaries nationally and regionally. ICMA members should act with integrity in all personal and professional matters in order to merit the trust of elected officials, the public and employees. Local government managers have an ethical responsibility to be clear about what is being requested and to avoid excessive compensation.

Elected officials perform a critical governance role providing oversight of the management of the organization. To that end, they must be engaged in establishing the process for determining the compensation for all executives appointed by the governing body.

Compensation should be based on the position requirements, the complexity of the job reflected in the composition of the organization and community, the leadership needed, labor market conditions, cost of living in the community, and the organization's ability to pay.

The Process for Negotiating Executive Compensation

To establish fair and reasonable compensation, the governing body operating as a committee of the whole or as a designated evaluation and compensation subcommittee, should design and implement the methodology for setting the compensation of the local government manager and any other appointees of the governing body.

Compensation benchmarks should be established based on comparable local government or public sector agencies.

The governing body should engage experts whether contracted or in house as necessary to provide the information required to establish fair and reasonable compensation levels.

All decisions on compensation and benefits must be made by the entire governing body in a public meeting.

Compensation Guidelines for Local Government Executives

A starting point for the elected officials and local government manager in any salary negotiation should be to

1. Determine the requirements of the job and the experience needed to successfully perform the job duties.
2. Examine market conditions to learn what comparable public sector executives earn. A best practice would be to gather information using pre-determined comparable benchmark local governments or public sector agencies.
3. Understand the services provided by the local government along with the nature of the current issues in the organization and in the community, and then compare these with the individual's expertise and proven ability to resolve those issues.
4. Identify the local government's current financial position, its ability to pay, and the existing policies toward compensation relative to market conditions.
5. Weigh factors such as the individual's credentials, experience and expertise when setting salary.
6. Consider additional compensation in areas where the cost of living is high and the governing body wants the manager to reside within the community. In addition, other unique and special circumstances may be taken into consideration, such as difficult recruitment markets and the particularly challenging needs of the public agency.
7. Seek legal advice as needed and appropriate during periods prior to the beginning of employment when terms and conditions are being negotiated and finalized.

Severance

Severance provisions established in the employment agreement must be both reasonable and affordable so that the cost of the severance is not an impediment to fulfilling the governing body's right to terminate a manager's service, if desired, but is consistent with the role and expectations of the position. The ICMA Model Employment Agreement (see Appendix F) recommends a one year severance but recognizes that the length of service with an organization may justify a higher severance.

Compensation Changes

1. Benefits and salary increases should be reasonably comparable to those that local government executives receive within the designated benchmark or regional market area and generally consistent with other employees.
2. Merit adjustments or bonuses should be contingent upon performance and the overall financial position of the local government to afford additional compensation payments. Provisions regarding consideration of periodic merit adjustments in salary should be pre-determined.
3. Local government managers must recognize and effectively manage conflicts of interest inherent in compensation changes. Managers should avoid taking steps regarding pension and other benefits where they will be the sole or primary beneficiary of the change. Examples include:
 - Dramatically increasing salary thereby leading to pension spiking.
 - Recommending or implementing single highest year to determine retirement benefits
4. An individual should receive a single salary that recognizes all duties and responsibilities assigned rather than different salaries for different assignments.
5. Local government managers should not put their personal compensation interests before the good of the overall organization and that of the citizens.

Transparency

1. Local government managers should provide their total compensation package to the governing body when requesting compensation changes so that the governing body has a comprehensive view of the compensation package.

2. In the interest of fairness and transparency, there should be full disclosure to the governing body, prior to formal consideration and approval, of the potential cost of any benefit changes negotiated during employment.
3. When the terms and conditions of employment are being renegotiated with the employer and at the end when the employment is being terminated, ICMA members have a duty to advise the elected officials to seek legal advice.
4. In the interests of transparency, the salary plan and salary ranges for local government positions, including that of the manager, should be publicly accessible on the agency's website.

General Compensation Guidelines for All Employees

1. Each local government should establish benchmark agencies, which are determined using set criteria such as, but not limited to,
 - Geographic proximity
 - Similarity with regard to the nature of the services provided
 - Similarity in employer size/population size
 - Similarity in the socioeconomic makeup of the population
 - Other similar employers in the immediate area.
2. The local government should develop appropriate compensation levels that are in line with their labor market. Doing so will enable the organization to establish and maintain a reputation as a competitive, fair, and equitable employer as well as a good steward of public funds.
3. When considering any salary or benefit changes, the immediate and anticipated long-term financial resources of the organization always should be taken into account.
4. Appropriate financial practices should be followed to both disclose and properly fund any related future liability to the local government.

Appendix D:

Professional Organizations for Posting and Filling Vacancies

NATIONWIDE:

International City/County Management Association (ICMA)

777 North Capitol Street NE, Suite 500
Washington, DC 20002
Phone: 202-289-4262

JobCenter

Rates/Submissions:

www.icma.org/jobs

Executive Recruitment Firm Listing

www.icma.org/execrecruitment

League of Women in Government (LWG)

1901 E. 4th Street, Ste 100
Santa Ana, CA 92705
1-805-252-6468

Job Posting

Rates/Submissions:

www.leagueofwomeningovernment.org/jobs/

Local Government Hispanic Network (LGHN)

2107 North First Street, Suite 470
San José, CA 95131
408-392-0232

Job Posting

Rates/Submissions:

<https://lghn.org/career-center/>

National Association of Counties (NACo)

25 Massachusetts Avenue NW, Suite 500
Washington, DC 20001
1-888-407-6226

JobsOnline

Rates/Submissions:

www.naco.org/resources/hire-quality-staff

National Association of County Administrators (NACA)

777 North Capitol Street NE, Suite 500
Washington, DC 20002
Email: naca@icma.org

National Forum for Black Public Administrators (NFBPA)

777 North Capitol Street NE, Suite 807
Washington, DC 20002
202-408-9300

Career Center

Rates/Submissions:

<https://careers.nfbpa.org/jobs>

National League of Cities (NLC)

1301 Pennsylvania Avenue NW, Suite 550
Washington, DC 20004
1-877-827-2385

Job Posting

Nation's Cities Weekly Classifieds

<https://jobsonline.nlc.org/>

STATE LOCAL GOVERNMENT MANAGEMENT AND MUNICIPAL ASSOCIATIONS

Many state local government management and municipal associations have job centers or send out job listings to their members.

State Local Government Management Associations

www.icma.org/state-management-associations

State Local Government Management Associations

www.nlc.org/state-municipal-leagues

³ Adapted from the Illinois City/County Management Association's *A Guide to the Recruitment and Selection of a Chief Administrative Officer*.

Appendix E:

Potential Interview Questions³

It is suggested that each member of the governing body ask the same question(s) of each candidate.

Candidate Traits/Experience/Qualifications

1. Provide a brief summary of your education and work experience.
2. Please briefly describe your experience with
 - a. Land use planning
 - b. Economic development/redevelopment
 - c. Tax increment financing
 - d. Business attraction and retention programs
 - e. Beautification programs
 - f. Business assistance programs—e.g., façade improvement, code compliance
 - g. Annexation
 - h. Subdivision policies and regulations, particularly as they relate to storm-water management
 - i. Zoning
 - j. Building code administration
 - k. Municipal facilities expansion—in particular, water and wastewater utility expansions
3. How would you describe your leadership and management styles?

Interaction with Governing Body

1. What do you perceive to be the chief administrator's role in working with the governing body, local government attorney, and clerk?
2. What are your expectations of the governing body in relation to
 - a. Yourself
 - b. Other staff
3. How and when do you communicate with the governing body?

Candidate Thoughts on Role of Administrator

1. In your opinion, what role should the administrator have in the community?
2. Do you believe the administrator should be an active member of a service or fraternal organization? If yes, why?
3. How do you deal with the news media?
4. How do you deal with special-interest or single-interest groups?
5. What is the best way for an administrator to deal with an angry constituent?

Personnel Experience

1. How and when do you delegate responsibility and authority?
2. Have you ever been at the bargaining table and been actively engaged in negotiating an agreement?
3. Have you taken part in mediation, fact finding, or arbitration? Which ones? Please explain your experience in such process(es) including your role/level of involvement and your thoughts regarding the outcomes of these experiences.
4. Have you ever had to discipline, demote, or fire an employee? Please elaborate.
5. How do you educate, encourage, and motivate your staff?
6. Are you familiar with state and federal laws relating to nondiscrimination, sexual harassment, employees with disabilities, and equal opportunity?
7. Have charges of violation of state or federal employment laws or a grievance ever been filed against you or your city? Please explain.
8. What experience have you had in the preparation and implementation of personnel rules, regulations, procedures, and compensation plans? Please describe.

9. What is your experience with employee benefits administration, group health insurance, and risk management?
10. What in your opinion is the most serious issue today in local government personnel management?
11. How and when should private sector resources (e.g., contractors) be used to provide village services?

Financial Management Experience

1. Is there a difference between a financial plan and a budget? If so, please explain how they differ.
2. Are/were you the designated budget officer for your local government? Did you prepare and present the budget to the council, and upon adoption, were you responsible for implementation? Please explain the outcomes of various budget processes and any challenges you encountered through budget development through council adoption.
3. What is your experience with debt financing? Please give an example.
4. Have you secured and administered any type of loans or grants? Please give an example.
5. Describe the most successful capital improvement project you were responsible for and what made it successful?
6. Have you reviewed our annual budget and/or annual report? If yes, what is your impression of our financial condition?
7. What is your opinion of “pay as you go” financing of maintenance and capital projects? Special assessments? Special taxing districts?

8. What type of financial reports do you provide the elected body and with what frequency?
9. Have you read our comprehensive or general plan? What are your impressions or thoughts?

Intergovernmental Relations Experience

1. What experience have you had in dealing with
 - a. Councils of government/intergovernmental agencies?
 - b. County government?
 - c. Other local governments (schools, parks, etc.)?
 - d. State agencies?
 - e. Federal agencies?
 - f. State legislature?
 - g. Congress?
2. Do you feel comfortable “lobbying”?

External Organizational and Professional Association Relations

1. Have you been an active participant in the activities of a statewide municipal league, statewide city or county management association, the International City/County Management Association (ICMA) or other professional organizations devoted to local government? Please give examples of your activities.
2. Are you an ICMA Credentialed Manager? If so, how do you fulfill your annual professional development requirement?

Relations with Applicants—Do's and Don'ts

Do:

- Keep all candidates informed of their status at all times.
- Identify one point of contact through which everything flows, including contacts with candidates, reference checks, etc., in order to ensure that the information, messages, and details are consistent and that the process is fair and equitable.
- Keep all information strictly confidential throughout the entire recruitment and selection process unless state law requires otherwise.
- Create an outreach strategy that will ensure a diverse candidate pool.
- After carefully reviewing all applicant submittals, select a short list of the most promising candidates.
- While maintaining the confidentiality, carefully check educational credentials and references on those candidates judged best qualified.
- Invite those candidates judged best qualified for initial interviews at the local government's expense.
- Send the candidates under consideration an information packet that may include the outreach brochure and copies of your government's budget, charter, annual report, and other pertinent documents; or provide the information on where to find this material on the agency's website.
- Pay expenses of the candidates invited to a second interview (and of their spouses/partners, if applicable).
- Perform detailed background checks on the final candidate(s).
- Visit, if possible, the local governments in which the most promising candidates work.
- Be prepared to enter into a formal written employment agreement with the successful candidate.
- Promptly notify all other candidates once the selection has been made and the position has been accepted. However, it is best to wait until the selected finalist has accepted the position and the agency and candidate have mutually agreed to the provisions of the employment contract.

Don't:

- Let the selection process last too long.
- Expect to get all the necessary information about the candidates from written material.
- Forget that you are seeking overall management ability, not technical competence in one specialized field.
- Forget to consider candidates who are assistant managers as well as current managers
- Overlook the need for candidates to possess municipal administrative experience and the advantages or value of college or university training, post degree training, and continued professional development.
- Release for publication any names or local governments of candidates unless state law requires it.

ICMA Model Employment Agreement

Introduction

This Agreement, made and entered into this [date], by and between the [local government] of [state], [town/city/county] a municipal corporation, (hereinafter called "Employer") and [name], (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

Recommended

A. This agreement shall remain in full force in effect from [date] until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Option 2

The term of this agreement shall be for an initial period of [#] years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a [#] year term unless notice that the Agreement shall terminate is given at least [#] months (12 months recommended) before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns. In the event that the Employee is terminated, as defined in Section 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum plus continuation of all benefits for the remainder of the term of this agreement.

Section 2: Duties and Authority

Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and by [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Recommended

- A. Base Salary: Employer agrees to pay Employee an annual base salary of [\$ amount], payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall be given on an annual basis to increase compensation.

Option 1

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or a bonus.

Option 2

The Employer agrees to increase the compensation by [%] each year.

Option 3

The Employer agrees to increase the compensation each year by the minimum of the average across the board increase granted to other employees of the Employer.

Option 4

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed upon economic indicator, such as the Consumer Price Index.

Section 4: Health, Disability and Life Insurance Benefits Recommended

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents.
- B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.
- C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 1

- A. The Employer agrees to provide for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents. Employer shall pay all premiums for the Employee and the Employee's dependents.
- B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.
- C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 2

- 1. The Employer shall provide travel insurance for the Employee while the Employee is traveling on the Employer's business, with the Employee to name beneficiary thereof. Should the Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick, and Military Leave

Recommended

- A. Upon commencing employment, the Employee shall be credited with sick and vacation leave equal to the highest annual accrual provided to all other employees. The Employee shall then accrue sick and vacation leave on an annual basis at the highest rate provided to any other employees.
- B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.
- C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.
- D. The Employee shall be entitled to military reserve leave time pursuant to state law and [local government] policy.

Additional Option

- 1. The Employee shall annually be credited with five (5) days of executive leave.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the city, provided under lease to the city or to the Employee, or provided through a monthly allowance.

Option 1 – Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of [dollar amount] per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by [% or \$] amount. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater [local government] area. For purposes of this Section, use of the car within the greater [local government] area is defined as travel to locations within a _____ mile (recommended fifty (50) mile) radius of [local government office].

Option 2 – Employer Provided Vehicle

The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile.

Section 7: Retirement

Recommended

1. The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.
2. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to [percentage of Employee's base salary, fixed dollar amount of [\$], or maximum dollar amount permissible under Federal and state law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employ-

ee's retirement benefit.

In lieu of making a contribution to a Section 457 deferred compensation plan, the dollar value of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Option 1

Recognizing that effective service with the community is based in part on the stability provided through a long-term relationship, the Employer shall provide a retirement annuity, as directed by the Employee, at a rate of [dollar amount], payable at the completion of each quarter of the fiscal year. This annuity serves as a retirement contribution and does not require further action of the Employer.

Option 2

The Employer shall adopt a qualified 401(a) defined contribution plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of salary or [%] of compensation annually.

2A. Option: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Option 3

The Employer shall adopt a qualified 401(a) profit-sharing plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of all performance bonuses annually.

3A. Option: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Section 8: General Business Expenses

Recommended

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official

functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
4. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Option 1

Technology: The Employer shall provide Employee with a computer, software, fax/modem, cell phone and pager required for the Employee to perform the job and to maintain communication.

Section 9: Termination

Recommended

For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement

and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Option 1

In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to one year salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and executive leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A
2. Life insurance as provided in Section 4D
3. Short-term and long-term disability as provided in Section 4B
4. Car allowance or payment of lease, or provide option to buy city vehicle at depreciated value
5. Out placement services should the employee desire

them in an amount not to exceed [\$10,000 to \$15,000 recommended], and

6. Any other available benefits.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall 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. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

Recommended

Employee agrees to establish residence within the corporate boundaries of the local government, if required,

within [number] months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

- A. Employer shall pay directly for the expenses of moving Employee and his/her family and personal property from [location name] to [location name]. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges.
- B. Employer shall reimburse Employee for actual lodging and meal expenses for his/her family in route from [location name] to [location name]. Mileage costs for moving two personal automobiles shall be reimbursed at the current IRS allowable rate of [cents amount] per mile.
- C. Employer shall pay Employee an interim housing supplement of [dollar amount] per month for a period commencing [date], and shall continue for a maximum of [#] months, or until a home is purchased and closed on, within the corporate limits of the [local government name], whichever event occurs first.
- D. Employer shall reimburse Employee for a total of [number] round trip air fares for Employee and his/her family [amount of total tickets] at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The Employee and his/her family may utilize and distribute the total [enter number] individual round trip tickets in any combination of individual members making the trips. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.
- E. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing to permanent housing during the first year of this agreement.
- F. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

Option 1

The Employer shall pay a lump sum payment of [\$] to the Employee to cover relocation costs.

Section 16: Home Sale and Purchase Expenses

Recommended

- A. Employee shall be reimbursed for the direct costs associated with the sale of Employee's existing personal residence, said reimbursement being limited to real estate agents' fees, and other closing costs that are directly associated with the sale of the house. Said reimbursement should not exceed the sum of [\$].
- B. Employee shall be reimbursed for the costs incidental to buying or building a primary residence within the [local government], including real estate fees, title insurance, and other costs directly associated with the purchase or construction of the house, said reimbursement not to exceed the sum of [\$].

Option 1

Employer shall reimburse Employee for up to three discount points within thirty (30) days following purchase of a home within the corporate limits of [local government name], in an effort to minimize mortgage rate differentials.

Option 2

Employer shall provide Employee with a _____ [fixed-interest, variable-interest, interest-only] loan to purchase a house. The amount of the loan shall not exceed \$ _____. The loan shall be repaid in full to the Employer upon the occurrence of either of the following events: (i) the home, or the Employee's interest in the home, is sold, transferred, or conveyed, or (ii) the Employee's employment with the Employer, for any reason, is terminated. The Employer and Employee shall execute any and all documents necessary to document this transaction. In the case where the value of the home decreases, the Employee shall not be required to repay the loan.

Option 3

Employer agrees to provide the Employee a loan for the purchase of a home in an amount not to exceed [dollar amount]. Employee shall pay Employer a monthly mortgage payment of [dollar amount] for interest, which is equal to the amount currently being paid in principle and interest for the current residence. Employee shall accrue equity at a rate of [%] per month.

Upon termination of employment with the Employer, Employee shall have a maximum of six months to sell the home while continuing to reside

in it under the terms and conditions here. Should the home sell during the time period, Employer shall receive 100% of the proceeds minus the percentage of equity accrued by Employee as described above, and minus the amount of equity originally invested by Employee. Said accrued equity and original equity shall both be payable to Employee upon closing. Said original equity invested shall be calculated as an amount equal to the percentage of original purchase price, represented by the original equity investment by Employee, and adjusted to be the same percentage of equity in the current sale price of the home. All closing costs borne by the seller shall be split between Employer and Employee in a proportion equal to the equity share described above. Should the house fail to sell within the allotted six month time period, Employer has the option of following the previous arrangement to continue in place or to purchase equity, calculated as provided above, plus the original cost of all improvements made to the property.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as [job title] or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the [local government] Charter or any other law.

- A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other [appointed officials, appointed employees, department heads or general employees] of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

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

- (1) EMPLOYER: [Title and address of relevant official (mayor, clerk, etc.)]
- (2) EMPLOYEE: [Name and address for tax purposes of Employee]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on ____.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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ABOUT ICMA

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 12,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.



INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

777 N. Capitol St NE, Ste. 500, Washington, DC 20002

202.289.4262 | 202.962.3500(f) | icma.org



EMPLOYMENT AGREEMENT

WHEREAS, the City of XXXXXXXXX, Wisconsin ("City") desires to employ XXXXXXXX ("Employee") as the City Administrator; and,

WHEREAS, the City and the Employee desire to enter into an agreement for the duties, compensation, benefits, and other conditions of employment of Employee with the City.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Duties.

- a. The City agrees to employ Employee as City Administrator to perform the duties and responsibilities as set forth in the City Ordinance enacted or established by the City relative to the position of City Administrator and all amendments thereto, which are specifically incorporated herein by reference, the laws of the State of Wisconsin, the duties listed in the job description for this position, and other legally permissible and proper duties, as may be assigned from time to time by the Mayor and City Council. The Employee shall be responsible for all functions and duties as set forth in Section XXXX of Chapter X of the City Municipal Code. The Employee agrees to devote his entire full-time skills, labor, and attention to the duties defined in this Agreement during the term of employment and not to engage in any other employment or business during the term of this employment and not to engage in any other employment or business during the term of this Agreement without the prior approval of the City Council.
- c. The City and Employee agree the Employee will provide input on ordinances, resolutions and policies and execute the decisions of the City Council. The Employee has the authority to make day-to-day operational decisions subject to general policy determinations by the City Council, and will provide policy guidance and direction to City employees.

- 2. Term of Office.** This Agreement shall be effective upon the commencement of employment which shall be XXXXX XX, 2024. Employee is an at-will employee and is appointed to an indefinite term subject to termination for cause or without cause at any time. This Agreement offer of employment is contingent upon satisfactory results of a criminal background check and a drug test paid for by City and may be terminated by Employer at any time prior to the commencement date above if City is not satisfied, in its sole discretion, with the results of any such investigations, without further liability to Employee. City may waive one or more of these requirements.

3. **Salary.** Employee shall receive an annual salary of XXXXXXXXXX Thousand (\$XX,XXX) pro-rated from the commencement of employment through _____, ___, 2024. On January 1, 2025 and annually thereafter, Employee's salary may be increased upon satisfactory performance of Employee following a performance review as set forth in the City Personnel Policy Manual (City HR Manual) and as stipulated in Section 4 below.
4. **Performance Review.**
 - a. Employee shall receive a performance review at the completion of the initial ninety (90) days of employment and at least once annually thereafter, with the City to determine the process with the input of the Employee. The review also will consist of establishing initial as well as annual goals.
 - b. The Mayor and City Council shall conduct the evaluation of Employee.
 - c. The annual evaluation of Employee shall be used to determine any merit adjustment in salary.
5. **Employee Benefits.**
 - a. The City shall provide Employee with minimum benefits of no less than the following, with any additions in the future being in accordance with the City HR Manual, which may from time to time be amended by the City Council (Manual) in its discretion.
 1. Sick leave consisting of XXX(X) days at the commencement of employment and XXX (X) days each year thereafter.
 2. Bereavement leave as provided in the City HR Manual.
 3. Holiday leave as provided in the City HR Manual.
 4. Vacation leave consisting of XXXX (X) days for the remainder of 2024 and XXXXXX (XX) days per year from January 1, 2025 to December 31, 2025. Thereafter, for each additional year of employment, the vacation leave shall increase by one day per year up to a maximum of XX days. There shall be a maximum carryover of XXXX (X) vacation days per year which shall be used in the first ninety (90) days of the succeeding year. Vacation shall be scheduled in consultation with the Mayor.
 5. Insurance benefit consisting of group health, short-term disability, and long-term disability coverage according to the City plan as defined in the City HR Manual. If there is a waiting period to establish eligibility for health insurance, City agrees to pay any premium for Employee's current health insurance incurred by Employee during the waiting period.

6. Term life insurance as defined in the City HR Manual and as may be amended from time to time, with the premiums fully paid by the City.
 7. Wisconsin State Retirement plan with City and Employee each contributing the respective employer and employee amounts.
 8. City shall provide an allowance of \$XX per month for the business use of his personal cell phone.
 9. Employee shall be reimbursed at the applicable IRS rate for business use of his/her personal vehicle. This does not apply to commuting to and from work.
6. **Hours of Work.** It is expected that Employee shall work during the normal office hours of the City. Employee is also required to attend all regular monthly and special City Council meetings and any other meetings deemed appropriate by the City Council unless specifically excused by the Mayor. In recognition of the fact that Employee may be required to attend meetings regularly which occur outside of normal City Hall office hours, the Employee may adjust his work schedule as long as all work is completed in an appropriate and timely manner and in consultation with the Mayor.
 7. **Dues, Subscriptions and Expenses.** Dues, subscriptions, and general expenses shall be in accordance with the City HR Manual unless in conflict with the terms of this Agreement, in which event the terms of this Agreement shall prevail.
 8. **Professional Development** is encouraged, and the City shall budget and pay annual membership fees for professional associations including the International City/County Management Association (ICMA) and Wisconsin City/County Management Association (WCMA). Village shall pay for registration and attendance at professional and continuing education conferences to be mutually determined and approved by the Village President and Village Board whenever sufficient funds are available.
 9. **Notice of resignation.** If Employee voluntarily resigns or retires from the position of Administrator, Employee shall provide City with a minimum of 30 (thirty) calendar day's written notice, in advance, unless such notice is waived by the concurrence of a majority of the City Council. Notice of resignation shall be provided to the Mayor.
 10. **Termination.**
 - a. **Termination for Cause.** If Employee is terminated for cause, City shall provide written notice of cause or causes of termination and an opportunity for a hearing. However, the decision of the Council shall be final. For the purposes of this Agreement, "Cause" shall mean inefficiency, neglect of duty, official misconduct, or malfeasance in office, as defined in Wis. Stat. §17.001, any conduct in violation of any state or federal criminal law, or other conduct demonstrating an intentional and substantial disregard for the trust and confidence City residents have the right to expect of their local government officials. If the Employee is terminated for cause, then the City

shall have no obligation to pay the severance payment designated in section (b) below.

- b. **Termination without Cause.** If Employee is terminated without cause, then the Village agrees to pay Employee severance compensation equal to XXXX (X) months aggregate salary and pay the employer's contribution to health insurance premiums for XXXX (X) months following termination, or any combination of severance compensation and notice providing XXXX (X) months of financial protection. The method of providing severance payment and the manner in which Employee's share of health insurance premium shall be paid shall be determined by the City. The severance payment and the health insurance coverage shall constitute a full settlement payment to the Employee of all then existing claims regarding employment with the City, if any. The City's obligation to pay the severance compensation to the Employee shall be conditioned upon the Employee executing and delivering to the City a full, final, and complete release of any and all claims that the Employee may claim against the Village and any Village employee, including but not limited to, any claims of wrongful discharge, discrimination or other employment related claims arising prior to the signing of this release. The release shall be in a form and shall contain such terms as shall be required by the City's legal counsel. If Employee regains employment anytime within six months of termination and health insurance is available through the new employer, Employee shall enroll in the new employer's health insurance plan and notify the City, and the City may terminate the Employee's health insurance coverage with the Village and shall not be liable for premium payments covering any period after the effective date of availability of the other insurance.
- c. If Employee resigns following a written offer to resign made by the City Council, Employee may resign and such action will be regarded as termination without cause and subject to the terms of Section 10.b. above, unless the offer by the City Council identifies cause for termination as defined in Section 10a above.
- d. Upon termination without cause or resignation from the Administrator position, Employee shall receive compensation for all accrued vacation, in accordance with the then current City HR Manual.
- e. In the event that the Administrator position is eliminated or substantially modified with Employee's consent, Employee may deem himself terminated without cause and subject to the severance provisions of Section 10b above.

11. Residency.

- a. Employee agrees to live within XX miles of the City of XXXXXXXX for emergency response purposes within ____ months of execution of this Agreement.

12. **Indemnification.** City shall defend, save harmless, and indemnify Employee against any tort, professional liability, claim, demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator. Such duties are to include all obligations and commitments as articulated in this Employment Agreement and the Municipal Code of the City. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon; provided, however, that nothing herein shall obligate City to pay the cost of defending or the amount of claim arising out of any criminal action brought by any State or Federal authority.
13. **Resolution of Disputes.** City and Employee agree to first attempt to resolve any disputes or obtain needed clarification arising out of the interpretation of this Agreement through mutual discussion.
14. **Terms of Agreement to Govern.** This Agreement constitutes the entire understanding and agreement of the parties and shall govern the terms of employment with the City. This Agreement supersedes all negotiations or previous agreements between the parties. This Agreement shall be governed by such ordinances, rules, regulations and policies established by the Council, unless otherwise specifically provided herein.
15. **Severance of Terms of Agreement.** Invalidation of any part of this Agreement by judgment or court action shall in no way affect any of the other provisions, which shall remain in full force and effect.
16. **Modification or Changes to this Agreement.** This Agreement shall remain in full force and effect unless modified by the parties. Any modification of the terms of this Agreement must have the concurrence of a majority of the entire City Council, be in writing, and be executed by the City and Employee.
17. **Notice.** Any notice required to be given hereunder shall be sufficient and deemed given when in writing and sent by certified or registered mail return receipt requested, first-class postage prepaid or by courier service to the Mayor at: Mayor, City of XXXXXXXX, 123 Anywhere Avenue, XXXXXXXX, WI 5xxxx to Employee at the most recent address given in Employee's personnel file.
18. **Laws of Wisconsin to Govern.** This Agreement shall be construed according to the laws of the State of Wisconsin, without giving effect to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of XXXXX
X, 2023.

XXXXXX, City Administrator

XXXXXXXXXX, Mayor
City of XXXXXXXX

ATTEST:

_____, City Clerk

Approved as To Form:

_____, Attorney
City of XXXXXXXXXXXX

**AT-WILL EMPLOYMENT AGREEMENT
OF**

_____ **Name** _____

(One of Two Originals)

THIS AGREEMENT is between the CITY OF HEALDSBURG ("City"), a municipal corporation organized in the State of California, and _____
("Employee") and is dated for convenience this ____ day of _____, 200__.

Recitals

WHEREAS, City desires to employ Employee as _____ of the City of Healdsburg, and

WHEREAS, Employee desires to serve as _____ of the City of Healdsburg, and

WHEREAS, the City and Employee both desire the formulation of this present Agreement to serve the following purposes:

- (a) To retain the services of Employee in a professional manner and to assure compensation and employment benefits that will induce Employee to remain in the employment of the City for a substantial period of time.
- (b) To provide a measure of job security to Employee for his/her better morale and peace of mind, and freedom from uncertainties as to the permanency of his/her position and its compensation and benefits.
- (c) To reserve to the City, however, a fair and just means of terminating the employment in the event that Employee for any reason becomes unable to

discharge fully the duties of the office, or to terminate the employment in the exercise of the right of the City to select its ___Position ___ at the will of the City, and

NOW, THEREFORE, in consideration of the foregoing recitals and of the conditions, promises and covenants contained herein and other considerations, City and Employee agree as follows:

AGREEMENT

1. DUTIES.

(a) City agrees to employ _____Name _____as _____Position_____ of the City of Healdsburg to perform the functions and duties specified in the laws of the United States and the State of California, as well as the rules, regulations, ordinances and resolutions of City, and to perform other legally permissible and proper duties and functions as the City Council or City Manager may, from time to time, assign.

(b) Employee shall perform his/her duties to the best of his/her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City and shall obey all State and Federal laws.

(c) Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited by contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete disclosure forms as required by law. The City and Employee agree that the professional services provided

by Employee to his/her former employer as outlined in the Addendum attached hereto does not violate any of the provisions of this paragraph 1c.

2. TERM.

(a) The term of this Agreement shall be from _____, 200__, until terminated by either party in accordance with the provisions set forth in Paragraph 3, or until terminated by the event of the death or permanent disability of Employee.

3. RESIGNATION AND TERMINATION.

(a) Employee may resign at any time with or without cause and agrees to give City at least sixty (60) days advance written notice of the effective date of her resignation unless parties mutually agree otherwise.

(b) City may at any time terminate Employee.

(c) The parties recognize and affirm that: 1) Employee is an "at-will" employee whose employment may be terminated by the City without cause, and 2) there is no express or implied promise made to Employee for any form of continued employment as ____Position____ or any other position of employment with City. This Agreement is the sole and exclusive basis for an employment relationship between Employee and the City.

4. SALARY.

(a) Effective _____, 200__, City agrees to pay Employee \$_____ in salary per month (\$_____ per year) thereafter for his/her services. All salary payments

to Employee shall be payable in installments at the same time as other employees of the City are paid and subject to the customary withholding.

(b) Employee shall have his/her performance and pay reviewed annually by the City Manager. Employee shall report directly to the City Manager.

5. SUPPLEMENTAL BENEFITS.

(a) The City shall pay on behalf of Employee the total 8% employee's retirement contribution to the California Public Employees Retirement System (PERS). In addition, as part of our PERS contract, this employer paid member contribution (EPMC) is reported as income for purposes of final compensation upon retirement. Currently, our Miscellaneous Employees retirement rate is 2.5% at 55 with one-year final compensation.

(b) At present, the City's benefit package consists of fully paid medical premium for Blue Cross or Kaiser health plan participation. Dental and vision plans and a \$100,000 life insurance policy are fully paid by the City as well. Employee is presently entitled to these benefits, however, these provisions are subject to change consistent with Citywide policy.

(c) Employee's vacation accrual rate shall be eighteen (18) days per year based on credit for prior management experience. Sick leave accrues at twelve (12) days annually. Employee's leave bank for purposes of this Agreement will start with twelve (12) days (or 96 hours) of vacation and twelve (12) days of sick leave.

(d) Employee shall be entitled to eighty (80) hours of management leave per fiscal year. This amount will be pro-rated based on Employee's start date with the City. Any unused management leave is paid off each year in the last pay period of June.

(e) As a Department Head Employee will receive a monthly automobile allowance of \$350.00 that is considered wages under the City's contract with PERS for purposes of final compensation.

(f) Attendance at continuing education conferences are subject to City Manager's advance approval. Department Head level employees are encouraged to participate in one or two such conferences each year, preferably within the state, although exceptions can be made.

(g) Employee shall receive reimbursement not to exceed \$5,500 based upon receipts for the cost of relocation to Healdsburg, over a one-year period.

(g) As a key member of the management team, Employee's responsibilities include maintaining close working relations with the community. An effective way to achieve this is active participation in a local service club. Employee is invited to participate in at least one and the City will pay for the job-related expenses involved.

(h) Employee shall be entitled to compensation adjustments for management positions that are based on annual performance reviews.

(i) Upon satisfactory completion of five continual years of service, the City pays 2% longevity/merit pay which increases by 1% every five years. Upon qualification, Employee shall be entitled to this benefit.

(j) Employee's bi-weekly pay will be credited to an account designated by Employee through direct deposit.

6. SEVERANCE.

(a) As stated herein, Employee's employment with City is for no

definite term or period of time. Employee shall serve at the will and pleasure of City, and her employment may be terminated by City at any time. Termination of Employee's employment shall not require any showing of cause or justification, nor shall Employee be entitled to any internal administrative appeal process should her employment be terminated by the City.

(b) In the event of Employee's involuntary termination for reasons other than his/her resignation, death, disability, breach of this Agreement or conviction of any felony or any criminal offense involving moral turpitude, Employee shall be paid severance pay as provided in paragraph 6e.

(c) In accordance with State law, Employee shall be entitled to receive all compensation earned, but unpaid, for actual work performed and accrued vacation time as of the date of termination.

(d) If Employee is paid severance pay as provided in paragraph 6e, below, Employee hereby waives any claims or causes of action against City, its employees, agents, officers, City Council, and Executive Committee members arising out of her employment with City, or the termination thereof.

(e) In payment of severance, City agrees to pay Employee a cash payment equal to four (4) months aggregate salary. Said cash payment may be paid, at the option of the Employee, in 1) lump sum upon date of termination; 2) lump sum on January 1 of the calendar year following termination; or 3) two (2) equal monthly installments. Such payment will release City from any further obligations under this Agreement.

7. NOTICES.

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO CITY: City of Healdsburg
401 Grove Street
Healdsburg, CA 95448

TO EMPLOYEE:

City of Healdsburg
401 Grove Street
Healdsburg, CA 95448

8. ENTIRE AGREEMENT.

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral and written understandings and agreements, and, except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

9. NO ASSIGNMENT, NO THIRD-PARTY BENEFICIARIES.

This Agreement is not assignable by either City or Employee. Nothing in this Agreement shall be construed to create and parties do not intend to create any rights in third parties.

10. SEVERABILITY, APPLICABLE LAW, AND INTERPRETATION.

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of this Agreement. Any dispute concerning this Agreement shall be governed by the laws of the State of

California. This Agreement shall be construed under the laws of the State of California in effect at the time of signing of this Agreement. The parties consent to the jurisdiction of the California courts with venue in Sonoma County.

11. CONSTRUCTION.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulations, or law. This Agreement has been negotiated between _____, City Manager, on behalf of City, and _____, as Employee. This Agreement has been drafted by _____, City Attorney for the City of Healdsburg. Employee acknowledges that the City Attorney does not represent him/her, has not given him/her any legal advice or influenced his/her regarding the terms of this Agreement. City and Employee acknowledge that they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and Employee acknowledge that they have each had an adequate opportunity to consult with their own legal counsel in the negotiation and preparation of this Agreement.

12. COUNTERPARTS.

This Agreement shall be executed simultaneously in two counterparts, which shall be identified by number and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its City Manager and duly attested by the City Clerk. It has also been executed by the Employee.

EMPLOYEE

City of Healdsburg

Employee

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

