

EMPLOYMENT CONTRACT

EMPLOYMENT CONTRACT, dated effective 9-12, 2019, between the CITY OF MUSKEGON HEIGHTS (hereinafter referred to as "City"), a Michigan municipal corporation, and TROY BELL (hereinafter referred to as "Employee"), both of whom understand as follows:

WHEREAS, City desires to employ the services of Employee as City Manager of the City of Muskegon Heights as provided by the City Charter and the City Code, and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee, and

WHEREAS, it is the desire of the City Council to:

- (1) Secure and retain the services of Employee and to provide inducement for him to remain in such employment,
- (2) Act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and
- (3) Provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties, or when the City Council may desire to otherwise terminate his employment, and

WHEREAS, Employee desires to accept employment as City Manager of the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I - DUTIES

City hereby agrees to employ Employee as City Manager of the City to perform the duties and functions specified in the City Charter and the City Code, and to perform such other legally permissible duties and functions as the City Council shall from time-to-time assign.

SECTION II - TERM

This Contract shall start on September 23, 2019 on an interim basis and until Employee is released from teaching duties at Purdue University. Applicant is to commit to 2-3 days a week during this interim period. The Contract and shall remain in effect from the date that it is fully executed until terminated by the City or Employee as provided by the terms of this Agreement.

A. This Contract is for a three (3) year term from the date of full-time employment, subject to the provisions contained herein.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time subject only to the provisions set forth in Section III of this Contract.

C. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with the City subject only to the provisions set forth in Section III of this Contract.

D. Employee agrees to remain in the exclusive employ of the City during the term of this Contract.

The term "employed" shall not be construed to include occasional teaching, writing or consulting service performed on the Employee's time off as long as such service is not in conflict with the performance of his duties and functions under this Contract, provided that the performance of such service has the prior approval of the City Council.

SECTION III – TERMINATION

For the purpose of this Agreement, termination shall occur when one or more of the following events listed in this section occur:

A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

B. If the City, citizens or legislature acts to amend any provisions of the City of Muskegon Heights, Michigan Charter, 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.

C. If the City reduces the base salary, compensation or any other financial benefit of the Employee such action shall constitute a breach of this Agreement and will be regarded as a termination.

D. If the majority of the governing body votes and seeks Employee's resignation, and if the Employee agrees to resign, then the Employee may declare a termination as of the date of his resignation.

E. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section XIV.

F. In the event the Employee is terminated by the City Council during the three (3) 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 Contract, then City agrees to pay severance in accordance with Section IV.

SECTION IV - SEVERANCE PAY

If the Manager's employment is terminated by action of the City, the Manager shall receive severance in a lump sum of cash payment in the amount of six (6) months of base salary if within the first year of employment thereafter and the defined percent cash out of sick, vacation, floating holidays, and discretionary. In addition, the City will continue all of the Manager's health benefits, including dependents, for a period following termination equivalent to the severance period.

If the Manager leaves voluntarily, upon resignation he will be entitled to compensation for 100% of accrued and unused vacation days, floating holidays, discretionary days, and sick days (at no less than the prescribed percentage of 50% of unused sick time not to exceed 90 sick days), but he shall not receive any severance pay.

Severance shall not be paid, only if it is determined by the City Council that termination is required by reason of the willful breach or habitual neglect of the duties that the Manager is required to perform under the terms of this Agreement; conviction of any felony; conviction of any crime involving moral turpitude.

In the event the Manager voluntarily resigns, he shall provide the City with 30 days' notice in advance unless all parties otherwise agree.

Also, in the event the CITY refuses, following written notice, to comply with any material provisions of this agreement which would financially benefit MANAGER, or MANAGER resigns following the simultaneous suggestion, whether formal or informal, by a majority of the members of the City Council that MANAGER resign without "cause" to terminate employment, then, in that event, the MANAGER may at his option be deemed to be terminated without "cause" at the date of such failure to comply or simultaneous suggestion. In such case, the MANAGER shall be deemed to have been terminated by the CITY without "cause" and entitled to the severance benefits set forth above.

SECTION V - SALARY

A. City agrees to pay Employee for his services rendered pursuant hereto an annual base salary payable in installments at the same time as other employees of City are paid. Salary during the interim time will be \$44.27/hour. Once Employee obtains a release from teaching from University of Purdue and ICMA Candidate Certification then the base salary shall be Eighty-Five Thousand Dollars (\$85,000.00). Base salary will to the rate equivalent to Eighty-Seven Thousand Dollars (\$87,000.00) at the end of year 1 and will increase to Ninety-Five Thousand Dollars (\$95,000.00) a year or above at the beginning of the 3rd year of service (on second anniversary date of full-time employment).

Annually at the beginning of the fiscal year, the base salary should be adjusted based on COLA. Employee shall be entitled to cost of living adjustments equal to or in addition to any action approved by the City Council for department heads on the first of each year, commencing January 1, 2020 and all subsequent years.

B. In addition to the annual base salary, City will review other benefits of Employee at the same time as similar consideration is given other employees of City generally. Any change in those benefits must be approved, however, by a majority vote of the City Council.

SECTION VI – AUTOMOBILE AND COMMUNICATION ALLOWANCES

A. Employee's duties require that he shall at all times during his employment as City Manager, have an automobile allowance provided by the City. The City will pay an automobile allowance of Four Hundred Fifty Dollars (\$450.00) per month for Employee's personal automobile use. Employee agrees to be responsible for paying liability, property damage and comprehensive insurance for the operation, maintenance, and repair of Employee's personal vehicle at all times during the term of this Contract. Employee shall be entitled to mileage reimbursement for City related activities at a rate currently in effect for all City employees.

B. The City shall approve a one-time expenditure for the purchase of a phone in an amount not to exceed One Thousand Dollars (\$1,000.00) for Employee to use. This device will remain property of the City. Service charges will be paid by City.

SECTION VII - VACATION AND SICK, HOLIDAY AND DISCRETIONARY LEAVE

A. Any reasonable combination of vacation and discretionary leave equivalent to 25 days per year on start date and each year at anniversary date.

B. Sick leave shall accrue at rate of 1 day per month.

C. Upon separation from employment with the City, except due to termination for cause, the City shall pay 50% of unused sick leave up to ninety (90) days.

SECTION VIII – HEALTH INSURANCE, LIFE INSURANCE, DENTAL REIMBURSEMENT, RETIREMENT

A. City agrees to provide health insurance to Employee and his family. City shall contribute 80% toward premiums.

B. City agrees to provide dental insurance paid One Hundred Percent (100%) by City for Employee and his family up to \$1,000.00 in coverage. The employee shall be eligible to participate in the Police Department plan.

C. City agrees to make the longevity payments to Employee based upon the 5 years, 2% of base pay annually, paid out ½ in June and the other ½ in December. Then at 10 years, 4% of base pay, 15 years, 6% of base pay, to a max of 25 years at 10%.

D. City agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

E. City shall provide life insurance to Employee equal to 1.5 times the Employee's salary which shall be paid One Hundred Percent (100%) by City.

F. City agrees to enroll Employee and maintain Employee's enrollment in the Michigan Employees Retirement System, Defined Contribution Plan. City shall contribute 7% and Employee shall contribute 5.7%. ...Define Contribution Plan.

G. City agrees to provide vision insurance paid One Hundred Percent (100%) by City for Employee and his family up to \$1,000.00 in coverage.

SECTION IX – INDEMNIFICATION

Beyond that required under Federal, State or local law, City 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 City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities. The City 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 and/or costs 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 duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

SECTION X – GENERAL BUSINESS EXPENSES

City will budget and pay annually for professional dues and subscriptions for Employee necessary for participation in national, regional, state, and local associations and organizations that benefit the City; reasonable travel and subsistence expenses of Employee for professional development and to pursue necessary official functions of the City, including but not limited to, ICMA Annual Conference, State League of Municipalities, and such other national, regional state and local government groups and Committees in which Employee serves as a member, short courses, institutes, and seminars that are reasonable and necessary for Employee's professional development and for the good of the City up to Four Thousand Five Hundred (\$4,500.00) per year. Reimbursement and payment for City Time shall not extend beyond 3 days for the activity. Expenses for any necessary additional workdays will be borne by the Manager.

SECTION XI - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All provisions of the City Charter and City Code, and regulations and rules of said City relating to vacation and sick leave, retirement and pension system contributions, holidays and all other fringe benefits and working conditions as they now exist of hereafter may be amended, also

shall apply to Employee as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of Employee, except as provided herein.

In order to incentivize the Employee to relocate into the boundaries of the City of Muskegon Heights, the City shall pay Eight Thousand Dollars (\$8,000.00) to Employee one time after he moves and establishes permanent residence.

If the City adopts the Retirement Health Savings Plan (R.H.S.P.) as an additional benefit for the Chief of Police or any other department director, Manager shall be entitled to participate in the Plan in accordance with the terms and conditions thereof.

The City will reimburse Employee for moving and relocation expenses in the amount equal to the lowest of 3 documented reputable bids. This amount will include the reasonable and normal cost associated with locating and acquiring housing. In addition, the City will reimburse travel and transitional housing costs not to exceed Three Thousand Five Hundred Dollars (\$3,500) for expenses incurred during the first 6 months after the Contract start date pursuant to Section II.

Employee will adhere to most recently International City Manager Association (ICMA) Code of Conduct, a copy of which is attached as Exhibit A.

SECTION XIII - PERFORMANCE EVALUATION

A. City Council shall fix other terms and conditions of the employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, the City Charter, or any other law.

B. Employee shall within 6 months of the commencement of this Agreement list and rank according to priority his top 10 goals and objectives.

C. City shall annually review performance of the Employee at his anniversary date. Based upon satisfactory annual evaluation, Employee's compensation may be increased by a majority vote of the City Council.

SECTION XIII – NOTICES

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

As to City: Mr. Douglas M. Hughes, City Attorney
 City of Muskegon Heights
 Muskegon Heights City Hall
 2724 Peck Street
 Muskegon Heights, MI 49444

As to Employee: Mr. Troy Bell

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

SECTION XIV - GENERAL PROVISIONS

A. Integration. This Contract sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Contract.

B. Binding Effect. This Contract shall be binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Contract shall become effective upon the date of execution by the Employee.

D. This Contract may be modified from time-to-time by the mutual consent of the parties hereto in writing.

E. The terms used in this Contract will be given their common and ordinary meaning and will not be construed against either party.

F. Severability. The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision. In the event that any provision of this Contract 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.

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

IN WITNESS WHEREOF, City has caused this Contract to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, in triplicate, this _____ day of _____, 2019, and Employee has signed and executed this Contract, in triplicate, this _____ day of _____, 2019.



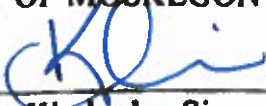
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Sign In




CITY OF MUSKEGON HEIGHTS

By 

Kimberley Sims
Its Mayor

Attest:



Sharon Gibbs
City Clerk



Troy Bell
Employee

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 2019.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. 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.

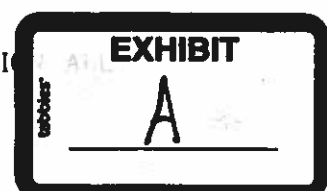
Tenet 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

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 body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

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

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

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, or sexual orientation.

Tenet 4. Serve the best interests of the people.

GUIDELINES

Impacts of Decisions. Members should inform their governing body of the anticipated effects of a decision on people in their jurisdictions, especially if specific groups may be disproportionately harmed or helped.

Inclusion. To ensure that all the people within their jurisdiction have the ability to actively engage with their local government, members should strive to eliminate barriers to public involvement in decisions, program, and services.

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

GUIDELINE

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

Tenet 6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

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

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of

party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

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

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

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

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

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

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

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

GUIDELINES

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

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

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

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

GUIDELINE

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

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

GUIDELINE

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

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

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

GUIDELINES

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

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

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

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

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

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

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

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

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

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

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

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

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

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

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

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