

# Tri-COG Land Bank Code of Ethics

As approved and adopted by the Board of Directors on May 1, 2017

*All capitalized terms in the section narratives are defined in the last section.*

The Tri-COG Land Bank (TCLB) is committed to maintaining the highest ethical standards in all of its operations and thereby promoting and preserving the good reputation of the TCLB.

## **1. Expectations of all TCLB roles.**

It is the Board's policy that all Board Members, Advisory Committee Members, Employees and Independent Contractors conduct themselves at all times in a manner that promotes public confidence in the integrity and impartiality of the TCLB and to that end, they shall:

- a) uphold the integrity and independence of TCLB, and shall perform the duties of their role impartially and diligently.
- b) avoid having interests that may reasonably bring into question their ability to carry out the obligations of their position in a fair, impartial and objective manner.
- c) not knowingly act in any way that would reasonably be expected to create an impression among the public that they are engaged in conduct that violates the public's trust.
- d) not, at any time, use or attempt to use their role with TCLB to obtain unwarranted privileges or advantages for themselves or others.
- e) not be swayed by partisan interests, public clamor, or fear of criticism.
- f) not convey or permit other persons to convey the impression that any persons are in a position to influence them.
- g) conduct their business and personal affairs in compliance with this Code of Ethics.
- h) serve as fiduciaries of TCLB and its members.
- i) avoid impropriety and the appearances of impropriety at all times and observe standards and conduct that promote public confidence in the operations of the TCLB and the stewardship of its real property.

## **2. Expectations of Board Members, Employees and Independent Contractors**

No Board Member, Employee or Independent Contractor:

- a) shall be employed, hold any office or position or be engaged in any activity, the duties of which are incompatible with the duties of the office, employment or contract.
- b) shall be paid for or accept any fee for any service connected with their office or employment other than the salary and expenses provided by law and the policies of the TCLB.
- c) or their Family Member may be a party to a Transaction or Contract or Professional Services Agreement with TCLB during his or her service, employment or contract.
- d) or their Family Member may own or acquire any financial interest in any entity that is or may be a party to a Transaction or Contract or Professional Services Agreement with TCLB during his or her service, employment or contract.

- e) may directly or indirectly solicit, request from, suggest to, or recommend to any person or entity that is or may be a party to a Transaction or Contract or Professional Services Agreement or to any principal, employee, independent contractor or agent thereof, the appointment or employment of any individual in any capacity by person or entity during his or her service, employment or contract.

### **3. Impact of Felony Charge or Conviction for Board Members and Employees**

- a) Any Board Member who is convicted during his or her term in any domestic or foreign jurisdiction of a felony or infamous crime shall be automatically removed from the Board. Similarly, the employment of any Employee who is convicted in any domestic or foreign jurisdiction of a felony or infamous crime shall be terminated forthwith.
- b) Any Employee who is charged with a felony during his or her employment shall be immediately suspended by the Board. The suspension shall continue until the felony charge is dismissed and any appropriate disciplinary process is completed.

### **4. Conflicts of Interest.**

All Board Members, Employees and Independent Contractors shall avoid situations in which their personal interests, activities or financial affairs are, or are likely to be perceived as being, in conflict with the mission of the TCLB.

Board Members, Employees and Independent Contractors shall not participate in a matter in which the Board Member, Employee or Independent Contractor, or their Family Member, has a financial interest in the subject matter or other interest that could be substantially affected by the outcome of the matter, without first fully disclosing the nature of the interest to the Board and other persons participating in the matter. The Board shall determine if the interest is a disqualifying interest that requires the disqualification or nonparticipation of a Board Member, Employee or Independent Contractor.

A conflict of interest will not exist in any accounting, legal, investment banking, commercial banking, expert or investigative firm, if:

- a. The Board has been advised of the fact that an Independent Contractor has a professional relationship with any entity that has, or has initiated by application or bid, a Transaction or Contract or Professional Services Agreement with TCLB; and
- b. If the Independent Contractor's relationship relates in any way to the TCLB real estate activities in Allegheny County, a "wall" has been created within the particular firm to separate the individuals dealing with the TCLB and the individuals dealing with the applicant or bidding entity.

### **5. Continuing Obligations.**

Each Board Member, Employee and Independent Contractor has the continuing duty to review and assess his or her conduct in light of this Code of Ethics; report any conflicts that may arise throughout

the year in accordance with paragraph 5.1 and cooperate with the Executive Director and TCLB Counsel in all matters relating to the operation and enforcement of this Code of Ethics.

A Board Member, Employee or Independent Contractor is encouraged to seek advice from TCLB's Counsel or Executive Director when he or she has questions regarding his or her obligations or those of any other Board Member, Employee or Independent Contractor, or the applicability or meaning of any provision of this Code of Ethics.

### **5.1 Reporting Obligations.**

An Employee or Independent contractor, who has a conflict, a potential conflict, or knowledge of or reason to believe that there has been a violation of this Code of Ethics, shall immediately notify the Executive Director or TCLB Counsel. A Board Member who has a conflict, a potential conflict, or knowledge of or reason to believe that there has been a violation of this Code of Ethics shall immediately notify the Board.

In addition, an Employee or Independent Contractor, who is charged with a crime (including a summary offense), is required to report the charge to the Executive Director or TCLB Counsel. A Board member charged with a crime (including a summary offense) shall report the charge to the Board.

### **5.2 Reporting of Expenses**

A Board Member or Employee shall report to the Board's Secretary or other designated person within TCLB all expenses incurred in the performance of TCLB related business and to be reimbursed by TCLB funds. The list of expenses reported shall specifically identify the nature of the expense, the Member or Employee attributed to, and the date the expense was incurred. All expenses must be authorized by the Executive Director.

## **6. Annual Certification and Disclosure.**

Each Board Member, Employee and Independent Contractor shall annually affirm his or her commitment to this Code and assure the public of his or her impartiality by completing the "Code of Ethics Statement and Disclosure Form." A copy of this form is included at the end of this Code of Ethics.

Each Board Member, Employee and Independent Contractor must, at the time of appointment, employment or engagement and annually thereafter, disclose the existence of any financial interest in any entity that is or has initiated or bid for a Transaction or Contract or Professional Services Agreement or in any affiliate, intermediary, subsidiary or holding company thereof, known to be held by a Board Member's, Employee's or Independent Contractor's Family Member using the Code of Ethics Statement and Disclosure Form. Such disclosures shall be made as soon as practicable after the Board Member, Employee or Independent Contractor becomes aware of such interest. The Board Member, Employee, Independent Contractor or their Family Member shall, within thirty (30) days, divest themselves of such financial interests.

Board Members may not acquire a financial interest in an entity that is or has bid for a Transaction or Contract or Professional Services Agreement or in any affiliate, intermediary, subsidiary or holding company during their term of service on the Board and for two years after their termination from the Board.

Employees and Independent Contractors may not acquire a financial interest in an entity that is or has bid for a Transaction or Contract or Professional Services Agreement or in any affiliate, intermediary, subsidiary or holding company while employed by TCLB and for one year after their termination from TCLB.

Additionally, on an annual basis, each Board Member and Employee must file the Statement of Financial Interests required by Section 1104 of the Pennsylvania State Ethics Act 65 Pa.C.S. § 1101 et seq.

The annual disclosure statements of Board Members, Employees and Independent Contractors shall be filed with the Executive Director and the Board Chair.

These disclosure statements shall be open to inspection by the public during the tenure of the Board Member, Employee or Independent Contractor and for two (2) years after the expiration of their term, employment or contract with TCLB.

## **7. Recusal.**

A. A Board Member shall disqualify himself or herself and abstain from participating and voting in a matter in which his or her objectivity, impartiality, integrity or independence of judgment may be reasonably questioned, including, but not limited to, instances in which the member has engaged in or received an ex parte communication if the context and substance of the ex parte communication creates substantial doubt as to the individual's ability to act objectively, independently or impartially, or where the Board Member knows that the Member or his or her Family Member possesses a substantial financial interest in the matter or any other substantial interest that could be materially affected by the outcome of the matter.

In particular, a Board member shall disqualify himself or herself in instances where:

- a. The Board Member has a personal bias or prejudice concerning someone involved in a matter that would affect their judgment regarding the matter.
- b. The Board Member knows that he or she, individually or as a fiduciary, or the Board Member's Family Member has a financial interest (e.g., possesses a direct or indirect financial, property, leasehold, ownership or other beneficial interest) in the subject matter or someone involved in the matter.
- c. The Board Member knows that he or she, or the Member's Family Member:
  - (i) Is involved in the matter, or an officer, director, or trustee of an entity involved in the matter.
  - (ii) Is acting as a lawyer in a matter.

(iii) Is a person who has more than a de minimis interest that could be substantially affected by the proceeding.

B. A Board Member should inform himself or herself about his or her personal and fiduciary financial interests, and make a reasonable effort to inform himself or herself about the personal financial interests of the Member's Family Members.

C. Each Board Member has a continuing obligation to consider carefully and assess whether he or she has an interest that, pursuant to the requirements of this Code of Ethics, requires the Board Member to abstain from participating and voting with respect to any matter involving the discretionary issuance, approval, renewal, revocation, suspension, or denial of any Transaction or Contract or Professional Services Agreement In connection therewith:

a. A Board Member who determines that he or she is required to abstain from participating and voting pursuant to the requirements of this Code of Ethics shall disclose the nature of his disqualifying interest and identify the matter as to which non-participation is believed to be necessary. Copies of the disclosure shall be made a matter of public record and provided to all Members of the Board.

## **8. Gifts.**

Board Members, Employees and Independent Contractors are prohibited from accepting or soliciting any discount, gift, gratuity, compensation, travel, lodging, favor, entertainment or any other thing of value, directly or indirectly, from an entity that has, or has initiated, a Transaction or Contract or Professional Services Agreement with TCLB.

Exceptions to the foregoing prohibition are limited to the following:

a. Gifts of items of monetary value from a close friend, parent, spouse, child, or other close relative when the circumstances (e.g., marriage, illness, or retirement) make it clear that the motivation for the action is a purely personal or family relationship.

b. Food or refreshment of nominal value where a Board Member, Employee or Independent Contractor attends a function as an invitee, in his or her official capacity with TCLB, that is hosted, sponsored, or subsidized by an entity that has or has initiated on a Transaction or Contract or Professional Services Agreement with TCLB and is available to all members of the general public (e.g., industry showcases and expositions, symposia, seminars, association meetings, and continuing education programs).

c. Unsolicited advertising or promotional materials such as pens, note pads, calendars, and other objects of nominal value.

d. A plaque, memento or non-monetary gift of nominal value offered as a token of esteem or appreciation on the occasion of a public appearance, speech, or the like.

## **9. Restricted Activities.**

### **A. Political Activities.**

If, during his/her service on the Board and/or in the 12 months prior to his/her appointment, any Board Member has received any political contributions from a person(s) or entity that has, or has initiated, a Transaction or Contract or Professional Services Agreement with TCLB, that Board Member must recuse him/herself from a vote regarding that entity's Transaction or Contract or Professional Services Agreement bid. When recusing themselves from the vote, the Board Member must note their reason for recusal in the meeting minutes.

**B. Non-Profit Organizational Activities.**

A Board Member, Employee or Independent Contractor may not solicit or accept funds for any charitable, educational, religious, health, fraternal, civic or other non-profit entity that is has or has initiate a Transaction or Contract or Professional Services Agreement with TCLB.

A Board Member, Employee or Independent Contractor may serve as an officer, employee, or member of the governing body of a non-profit entity and may attend, make personal contributions to, and assist in the planning of or preside over the entity's fund raising events and permit his or her name to appear on the letterhead used for any such event, provided the letterhead lists only the Board Member's, Employee's or Independent Contractor's name and office or position in the non-profit entity.

**C. Nepotism.**

1. No TCLB Board Member shall unduly exert, negatively or positively, his/her influence to gain, or attempt to gain preferential treatment on behalf of an applicant for employment or advancement with the TCLB. A recommendation alone is not considered exerting influence.

2. No Family Member of a TCLB Board Member shall be permitted to obtain full-time employment with the TCLB.

3. Exceptions:

a. Where the Family Member is employed by TCLB prior to the appointment of a related TCLB Board Member;

b. Where, after the TCLB Board Member has been appointed, an individual employed by TCLB becomes a Family Member;

c. For good cause shown, as established under this Code, where TCLB would suffer hardship as a result of the prohibition.

**10. Confidentiality.**

No Board Member, Employee or Independent Contractor shall, during his or her service on or appointment by the Board or thereafter, reveal information, in whole or in part, that has been deemed confidential as provided by Board action.

A Board Member, Employee or Independent Contractor may only use or permit the use of any confidential information which he/she receives or to which he/she has access by virtue of his/her official duties for the purpose of carrying out such official duties, and for no other purpose whatsoever.

#### **11. Violations.**

An Employee who violates this Code of Ethics shall be subject to appropriate disciplinary action, ranging from reprimand to dismissal. Disciplinary action shall be instituted promptly against an Employee who, while on or off duty, engages in serious misconduct that may bring the Board into disrepute.

An Independent Contractor who violates this Code of Ethics shall be subject to appropriate disciplinary action, ranging from reprimand to cancellation of their contract with the TCLB.

If a Board Member is alleged to have committed a violation of this Code of Ethics, the remaining Board Members shall proceed with removal procedures set forth in the Bylaws.

A Board Member whose appointment is withdrawn or has been removed from the Board and an Employee or Independent Contractor whose employment or contract has been terminated for a violation of this Code of Ethics:

- a. Shall be ineligible for future appointment, employment or contacts with the TCLB.

#### **12. Specific Obligations.**

It is the duty of each Board Member, Employee and Independent Contractor to refrain at all times from any criminal conduct and to cooperate with law enforcement officers in the proper performance of their official duties.

Each Board Member, Employee and Independent Contractor is prohibited from using or attempting to use his or her position with TCLB to obtain unwarranted privileges or advantages for themselves or others.

Each Board Member, Employee and Independent Contractor shall refrain from any financial or business dealing that would tend to reflect adversely on the Member's, Employee's or Independent Contractor's objectivity, impartiality or independence of judgment.

#### **13. Pennsylvania State Ethics Act and State Adverse Interest Act.**

This Code of Ethics incorporates the requirements of the Pennsylvania State Ethics Act, 65 Pa.C.S. § 1101 et seq., and the State Adverse Interest Act, 71 P.S. § 776.1 et seq., except in those situations where this Code of Ethics is more restrictive.

#### **14. Commonwealth Attorneys.**

Nothing in this Code of Ethics is intended to infringe in any way on the exclusive authority of the Pennsylvania Supreme Court to regulate the practice of law. The Board fully expects the attorneys

whom it retains to comply with their responsibilities under the Rules of Professional Conduct adopted by that Court, as they may be amended from time to time, as well as any obligations that the attorneys may undertake pursuant to an engagement agreement, if any, between the Board and the attorney(s).

### **TCLB Code of Ethics Definitions**

For the purpose of this Code of Ethics, the following terms have the following meanings:

**Advisory Committee Members** – Those persons who represent Members of the Land Bank

**Affiliate** – A person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a specified person.

**Board** – The Tri-COG Land Bank Board of Directors.

**Board Member** – A member of the Board.

**Compensation** – Anything of value, money, or financial benefit conferred on or received by a person in return for services rendered, or to be rendered, whether by that person or another.

**Complimentary Service** – Any lodging, service or item which is provided to an individual at no cost or at a reduced cost and which is not generally available to the public under similar circumstances. Group rates, including convention and government rates, shall be deemed to be generally available to the public.

**Employee** – An employee of TCLB or a staff person of an organization, like the Councils of Government, contracted by the TCLB for TCLB staffing functions.

**Ex Parte Communication** – Any off-the-public record communications regarding the merits of or any fact in issue relating to a pending matter before the Board, or a matter which may reasonably be expected to come before the Board.

**Family Member** – A spouse, parent, child, sibling, or spouse of a child or sibling or their children.

**Financial Interest** – An ownership, property, leasehold or other beneficial interest in an entity.

**Impartiality** – The condition of being without bias or prejudice in favor of, or against, certain persons or classes of persons, or their representatives, and of maintaining an open mind in considering issues or matters that may come before the Board.

**Independence** – Freedom from influence, guidance, or controls other than those established by law.

**Independent Contractor** – A person who performs professional, scientific, technical, advisory or consulting services to the Board for a fee, honorarium, or similar compensation pursuant to a contract. This shall include persons providing staffing services through the contracts with Councils of Governments.

**Integrity** – Probity, fairness, honesty, uprightness, and soundness of character.

**Interested Parties** – With respect to any matter involving the application for a Transaction or bid for a Contract or Professional Services Agreement, any person, corporation or entity that is supporting or opposing action by the Board or that would be directly affected by the action of the Board. This includes, without limitation, officers, directors, employees, agents, and attorneys of applicants.

**Matter, Pending Matter**– Any consideration, discretionary issuance, approval, renewal, conditioning, revocation, suspension, or denial of any Transaction or Contract or Professional Services Agreement with TCLB or any resolutions or motions or actions before the Board.

**Nominal Value** – Any item valued at \$50 or less.

**Ownership Interest** – Owning or holding, or being deemed to hold, debt or equity securities or other ownership interest or profit interest.

**Tri-COG Land Bank** – TCLB

**Transaction or Contract or Professional Services Agreement** – Any TCLB agreement or relationship involving the sale or purchase of any interests in real property inclusive of any TCLB property acquisition, maintenance or disposition actions, as well as involving any goods, services, or rights of any kind or the establishment of any other type of pecuniary relationship involving TCLB.

**Code of Ethics Statement and Disclosure Form**

I have received and fully read a copy of the TCLB Code of Ethics and understand my responsibility to comply with the Code. I understand that I may discuss any questions or issues regarding the Code of Ethics with TCLB’s Counsel or Executive Director.

I recognize that TCLB is committed to the standards contained in the Code of Ethics and that any violation will result in appropriate disciplinary action, ranging from reprimand to dismissal for employees and public disclosure and referral to the appointing authority for Board Members.

I will not engage in any conduct which violates the Code of Ethics and will immediately disclose to the Executive Director, TCLB Counsel, or the Board, as appropriate, any circumstance which I reasonably believe may be a violation of the Code of Ethics. I wish to make the following disclosure of a possible ethical concern pursuant to the Code of Ethics. **(Indicate “None” if you make no disclosure.)**

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(You may attach an additional sheet to this Statement if more space is needed for your response.)

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Signature

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Print Name

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Date

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Position