

DRAFT  
RANKIN HINDS PEARL RIVER FLOOD AND DRAINAGE CONTROL DISTRICT  
CONTRACTOR CONFLICT OF INTEREST POLICY

1. DECLARATION OF POLICY

The proper operation of the Rankin Hinds Pearl River Flood and Drainage Control District (the “District”) requires that all contractors or consultants or its subcontractors or subconsultants, or any other entity which is performing services for the District (“District Contractor” or “Contractor”) retained by the District be independent and impartial. The District also requires that the Contractor shall not be adverse to the District in his personal or contractual role.

In recognition of these goals, there is hereby established a Conflict of Interest Policy (“Policy”) for all Contractors of the District. The purpose of this Policy is to establish ethical standards of conduct for all such Contractors by setting forth those acts or actions that are incompatible with the best interests of the District by directing disclosure by such Contractors of private, financial or other interests in matters affecting the District. The provisions and purpose of this Policy is hereby declared to be in the best interest of the District.

1.1 DEFINITIONS

For the purpose of this policy, the following definitions apply:

A: *Business*: Any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, or any other legal entity which engages either in non-profit or profit-marking activities.

B: *Confidential Information*: Any information obtained under government authority which has not become part of the body of public information and which, in the sole opinion of the District, may provide unfair economic advantage or adversely affect the competitive position of an individual or Business if released prematurely or in non-summary form.

C: *Private Interest*: Any interest including, but not limited to, a financial interest which pertains to a person or Business whereby the person or Business would gain a benefit, privilege, exemption or advantage from the action of the Contractor that is not available to the general public.

D: *Immediate Family*: A reporting individual, spouse, minor children, minor stepchildren or person residing in the same household.

E: *Project Area*: That area within the District, whether existing or proposed, in which the Contractor is performing work.

## 2. Use of Confidential Information

A Contractor of the District shall not use Confidential Information to further the Contractor's Private Interest, and shall not accept outside employment or involvement in a Business or activity that will require the Contractor to disclose or use Confidential Information.

## 3. Use of Property

A Contractor shall not use or allow the use of District time, supplies or District owned or leased property and equipment for the Contractor's Private Interest or any other use not in the interest of the District, except as provided by law, unless the Contractor has received prior District approval for such use and the use is of minimal value.

## 4. Conflicts of Interest

### 4.1 Potential for Conflicts of Interest; Actions Subject to Termination

When a Contractor believes the potential for a conflict of interest exists, it is their duty to notify the District and avoid the conflict or the appearance of any conflict. The following actions by a Contractor of the District shall be deemed a conflict of interest and be subject to termination pursuant to subsection 4.5 of this Policy.

A. Use of or attempted use of one's position to secure benefits, privileges, exemptions, or advantages for themselves or others which are different from those available to the general public.

B. Receipt or acceptance of any act by a third party which the Contractor would be required or expected to perform in the course of any contact with the District.

D. Acceptance of other employment or contractual relationship that will, in the sole opinion of the District, affect the Contractor's independence of judgment in exercise of duties.

E. Use of the District Purchasing Department for gathering information or purchasing items for non-District use except where otherwise authorized by the District Board.

G. Holding any other office or employment which compromises the performance of contracted duties. Such office or employment will not be deemed to be a conflict if the Contractor discloses said office or employment and disqualifies themselves from any particular action that might be compromised by such office or employment.

H. Holding any investment which might compromise the performance of Contractor's duties without disclosure of said investment and self-disqualification from any particular action which might be compromised by such investment, except as permitted by law.

### 4.2 Avoidance of Conflict of Interest

If the Contractor determines that a conflict of interest exists, the matter shall be assigned to another contractor who does not have a conflict of interest. If it is not possible to assign the

matter to a contractor who does not have a conflict of interest, interested persons shall be notified of the conflict and a determination made if the Contractor may proceed.

#### 4.3 Acceptance of Advantage

No Contractor in direct contact with suppliers or potential suppliers of the District, or who may directly or indirectly influence the purchase of products, evaluate contracted services or otherwise have official involvement in the purchasing or contracting process may:

A. Have any financial interest or have any personal beneficial interest directly or indirectly in any contracts or purchase orders for goods or services used by, or purchased for resale for or furnished to the District; or

B. Have any financial interest or have any personal beneficial interest directly or indirectly in any person, firm or corporation to whom a contract or purchase order has been or may be awarded by the District; or

C. Accept directly or indirectly from a person, firm or corporation to whom a contract or purchase order has been or may be awarded, a rebate, gift, money or anything of value. No such Contractor may further accept any promise, obligation or contract for future reward from any such person, firm, or corporation.

#### 4.4 Disclosure of Financial Interest

Prior to performing any work for the District each Contractor shall file a statement containing the following:

A. A list naming all business enterprises known by the Contractor to be licensed by or to be doing business with the District which the Contractor or any member of the Contractor's Immediate Family is connected as an employee, officer, owner, investor, creditor, director, trustee, partner, advisor or consultant; and

B. A list of the Contractor's, subcontractors and members of each entities Immediate Family's interests in real property located in the Project Area or which may be competing with the interests of the District located elsewhere, other than property occupied as a personal residence.

If any change(s) in financial interest or property ownership occurs a new filing shall be made within thirty (30) days of the change(s).

The interest of any member of the Immediate Family shall be considered to be an interest of a person required to file a statement by or pursuant to this policy.

For the purpose of clarity, this Policy requires any person making an initial filing or filing a new statement to include any information related to that person's or members of that person's Immediate Family's connection with or interest in any professional society or any charitable, religious, social, fraternal, educational, recreational, public service, civil or political

organization, or any similar organization not conducted as a business enterprise and which is not engaged in the ownership or conduct of a business enterprise.

#### 4.5 Right of termination

If the District, in its sole discretion, finds that a Contractor has failed to properly avoid any conflict of interest, the District shall have the right to unilaterally and immediately terminate its official relationship with the Contractor. The District shall also have the right to unilaterally and immediately terminate its official relationship with any person required to file information regarding his or her financial interest pursuant to this Policy who fails to do so. In the event of termination under this Policy, the District shall be absolved of all future obligations to the Contractor.