

## **Conflicts of Interest Policy Governing the Implementation of the East River Plaza Memorandum of Understanding (MOU)**

### **I. Definitions**

- A. A person or firm “associated” with a Community Board official or public official includes a husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse; a person with whom the Community Board official or public official has a business or other financial relationship; a person with whom such Community Board official or public official shares a household; and each firm in which the Community Board official or public official has a present or potential personal interest.
- B. “Contractor” means any entity awarded a Contract as a result of a solicitation issued to implement the MOU or any entity that has otherwise entered into an agreement with the Developer to implement the MOU.
- C. “Contract” means an agreement entered into between an entity and the Developer to implement the MOU.
- D. “Developer” means Tiago Holdings.
- E. “Personal interest” means a position with a firm or an interest in a firm held by the Community Board official or a person or firm associated with the Community Board official, which exceeds five percent of the firm or an investment of twenty-five thousand dollars in cash or other form of commitment, whichever is less, and any lesser interest in a firm when the Community Board official, or a person or firm associated with the Community Board official exercises managerial control or responsibility regarding any such firm, but shall not include interests held in any pension plan, deferred compensation plan or mutual fund, the investments of which are not controlled by the Community Board official or any person or firm associated with the Community Board official, or in any blind trust which holds or acquires a personal interest.
- F. “Proposer” means any entity submitting a proposal in response to a solicitation issued to implement the MOU or any entity seeking to enter into an agreement with the Developer to implement the MOU.
- G. “Public official” means the Office of the Manhattan Borough President, the Office of the Council Member of Manhattan District 8, the Office of the New York State Senator of the 28<sup>th</sup> Senate District of New York. “Office” includes the staff of these offices.
- H. “Community Board official” means any officer, appointed or public member or employee of Manhattan Community Board 11.

### **II. Prohibited Conduct of Proposers and Contractors**

- A. No Proposer or Contractor shall employ or retain any person or selling agency to solicit or secure a Contract upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation.

- B. No Proposer or Contractor shall make, give or promise any payment, gift or thing of value to obtain a Contract or any other agreement between the Proposer or Contractor and the Community Board or Developer.
- C. No Proposer or Contractor nor any of its directors, officers, members, partners or employees, shall have any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services required under a Contract.

### III. Prohibited Conduct of Community Board officials and Public Officials

- A. No Community Board official or public official shall participate (including voting, participating in discussions, scoring proposals or otherwise influencing the selection of Contractors) in any decision relating to a Contract which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in a Contract or in the proceeds or benefits thereof.

*Example:* No Community Board member shall participate in a vote to select an entity to be awarded a Contract when that Community Board member or such member's husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, separated spouse or household member is a manager or director of an organization seeking such award, regardless of whether compensation is received for such a position. In addition, no Community Board member shall participate any evaluation/scoring for such a selection.

- B. No Community Board official or public official shall solicit or request the provision of any service under a Contract for the direct benefit of himself or herself or of a person or firm with which he or she is associated.

*Example:* No Community Board member shall request the provision of workforce development services for himself or herself or such member's husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, separated spouse or household member.

- D. No Community Board official or public official shall communicate with the Developer to influence or convey preference for the selection of any entity to obtain any of the commercial real estate space that the Developer is offering under the MOU.

**IV. Prohibited Distribution of Individual Benefits**

- A. Distribution of individual benefits included in the East River Plaza Memorandum of Understanding, such as free Costco memberships and vouchers for air conditioners, are available only to households and individuals who are residents of the district of Manhattan Community Board 11 (or a more specific geographic area within the boundaries of Manhattan Community Board 11 as determined by Community Board 11). Such benefits may be distributed in accordance with criteria lawfully approved by Manhattan Community Board 11.
- B. No household shall receive more than one of each such benefit.
- C. Such benefits shall not be distributed to or received by any Community Board official, public official or any persons with whom a Community Board official or public official is associated.

**V. Affirmation and Disclosure**

All Community Board officials shall disclose any conflict of interest to the full Manhattan Community Board 11 and to any public official who requests such disclosure in advance of any determination to award a Contract giving rise to such conflict of interest.

**Agreed to by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

Chair, Manhattan Community Board 11  
On behalf of Manhattan Community Board 11

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

On behalf of Tiago

Conflicts of Interest Policy Governing the Implementation of the East River Plaza Memorandum of Understanding (MOU)

Page 4

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

On behalf of the Office of the Manhattan Borough President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

On behalf of Office of Council Member of Manhattan District 8

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

On behalf of the State Senator of 28th Senate District of New York