



CODE OF ETHICS

Recognizing that persons who hold public office have been given a public trust and that stewardship of such office demands the highest levels of ethical and moral conduct, any person serving on the Carroll County Board of Supervisors, County Administrator, Assistant County Administrator, County's boards, commissions, authorities and committees shall adhere to the following Code of Ethics:

1. Uphold the Constitution, laws and regulations of the United States of America and of all governments therein and never knowingly be a party to their evasion.
2. Put loyalty to the highest moral principles and to the County above loyalty to individuals, districts, or groups.
3. Give a full measure of effort and service to the position of trust for which stewardship has been granted; giving earnest effort and best thought to the performance of duties.
4. Seek to find and use the most equitable, efficient, effective, and economical means for getting tasks accomplished.
5. Adopt policies and programs that support the rights and recognize the needs of all citizens regardless of race, sex, age, religion, creed, country of origin or handicapping condition. Avoid adopting policies, supporting programs or engaging in activities that discriminate against or offend individuals because of race, sex, age, religion, creed, country of origin or handicapping condition.
6. Ensure the integrity of the actions of the Board of Supervisors by avoiding discrimination through the dispensing of special favors or unfair privileges to anyone, whether for remuneration or not. A member should never accept for himself or herself or for family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties.
7. Make no private promises of any kind binding upon the duties of any office, since a public servant has no private word which can be binding on public duty.
8. Engage in no business with the County government, or the school system, either directly or indirectly, which is inconsistent with the conscientious performance of government duties except as may be consistent with the conflict of interest statutes in the Code of Virginia.
9. Use no information gained confidentially in the performance of governmental duties as a means of making private profit.
10. Expose through appropriate means and channels, corruption, misconduct, or neglect of duty whenever discovered.
11. Adhere to the principle that the public's business should be conducted in the public view by observing and following the letter and spirit of the Freedom of Information Act using closed

sessions only to deal with sensitive personnel, legal, contractual or other matters as allowed by the Code of Virginia.

12. Avoid using the position of public trust to gain access to the media for the purposes of criticizing colleagues or citizens, impugning their integrity or vilifying their personal beliefs.
13. Make sure, when responding to the media, that a clear distinction is made between opinion or belief and a decision made by the board.
14. Review orally and in public session at the annual organizational meeting each of these principles.
15. Pledge to honor and uphold these principles, ever conscious that public office is a public trust.

Compliance and Enforcement

The Carroll County Code of Ethics expresses standards of ethical conduct expected of the members of Board of Supervisors, County Administrator, Assistant County Administrator, boards, committee, Authorities, and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of boards, commissions, authorities, and committees and the Chairman of the Board of Supervisors have the additional responsibility to intervene when actions of members, County Administrator or Assistant County Administrator appear to be in violation of the Code of Ethics are brought to their attention.

The Board of Supervisors may impose sanctions on members, County Administrator or Assistant County Administrator whose conduct does not comply with the County's ethical standards, such as public or private reprimand, formal censure, loss of seniority or committee, authorities, and assignment or budget restriction. Where allowed by law, the Board of Supervisors may also remove the County Administrator, Assistant County Administrator, members of Board appointed boards, commissions, authorities, and committees from office.

A violation of this Code of Ethics shall not be considered a basis for challenging the validity of a Board of Supervisors, board, commissions, authorities, and or committee decisions.

MODEL OF EXCELLENCE
CARROLL COUNTY BOARD OF SUPERVISORS,
BOARDS, COMMITTEE, AUTHORITIES, ANDS, AND COMMISSIONS
MEMBER STATEMENT

As a member of the Carroll County Board of Supervisors, or of a Carroll County board, committee, authorities, or commission, I agree to uphold the Code of Ethics for elected and appointed officials adopted by the County and conduct myself by the following model of excellence. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, County staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interest of Carroll County;
- Treat all people with whom I interact in the manner I wish to be treated.

I affirm that I have read and understand the Carroll County Code of Ethics.

Signature _____

Name (Printed) _____

Office _____

Date _____

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below by and between the County of Carroll, Virginia (the County or Disclosing Party) and _____, an employee of the County (the Receiving Party).

WHEREAS, pursuant to the Receiving Party's official duties as an employee of the County, the Receiving Party may be provided with or become aware of certain sensitive or confidential information that is not subject to disclosure under the Virginia Freedom of Information Act, Va. Code §2.2-3700 et seq; and,

WHEREAS, the County and the Receiving party recognize that disclosure of Confidential Information, as defined herein, could adversely affect the County's bargaining position in conducting negotiations concerning the public and sale of real property, procurement of goods and services under the Virginia Public Procurement Act, Va. Code §2.2-4300 et seq., and in negotiating with employees and prospective employees; and,

WHEREAS, the County and the Receiving Party recognize that disclosure of Confidential Information related to personnel matters could harm the County or prospective, current or former employees, and depress morale and the operational effectiveness of the County and its personnel; and,

WHEREAS, the County and the Receiving Party recognize that disclosure of Confidential Information related to public safety could endanger the operations and safety of public safety personnel and the public generally; and,

WHEREAS, the County and the Receiving Party recognize that disclosure of Confidential Information related to economic development may harm the County's bargaining position, jeopardize the successful conclusion of economic development projects and may violate the County's obligations of confidentiality to economic development projects; and,

WHEREAS, the County and the Receiving Party recognize that disclosure of Confidential Information concerning legal advice, pending litigation or other attorney client communications may harm the County's ability to negotiate, litigate or otherwise resolve legal matters requiring advice of counsel; and,

WHEREAS, the County and the Receiving Party recognize that it is imperative to the functioning of County Government that the release of Confidential Information be coordinated with the appropriate, designated County spokesperson prior to such release.

NOW, THEREFORE, the Parties agree as follows:

1. The Receiving Party agrees, as party of his/her job duties, to maintain the confidentiality of all Confidential Information that the Receiving Party is provided, obtains or otherwise becomes aware of as party of or incidental to the Receiving Party's employment, unless the disclosure of such information has been authorized by the County Administrator. For purposes of this Agreement, "Confidential Information" shall mean any information or documentation that is exempt from public disclosure under the Virginia Freedom of Information Act, the Virginia Public Procurement Act and other applicable law, as well as any information that would properly be subject of a closed session meeting under the Virginia Freedom of Information Act. Confidential Information shall not include matters that have been previously made public, but only of the extent that the particular details in question have been previously disclosed. For example,

public announcement of a personnel action taken by the County shall not serve to authorize the disclosure of unreleased matters in an employee's personnel file.

2. The Receiving Party shall take appropriate steps to safeguard all Confidential Information of which it becomes aware, consistent with applicable law. When any doubt exists as to the confidential nature of any information, the Receiving Party shall seek the approval of the County Administrator prior to disclosure of such information to third parties. The Receiving Party shall not disclose to or discuss Confidential Information with other County employees or officers, except in furtherance of the Receiving Party's job duties. The Receiving Party shall not disclose or discuss Confidential Information to other third parties without the approval of the County Administrator.
3. The Receiving Party shall protect Confidential Information from inadvertent disclosure to a third party using reasonable care and diligence, and shall ensure that each other employee, officer, or agent who has been given access by the Receiving Party to Confidential Information, disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
4. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information unless prohibited by law from doing so. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction. The Receiving Party understands that he or she may be subject to disciplinary action, up to and including termination for the violation of this Agreement.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - A. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - B. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or

- C. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
- D. Is approved for release (and only to the extent so approved) by the disclosing Party; or
- E. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law. The parties acknowledge that the County is a public body subject to the requirements of the Virginia Freedom of Information Act (FOIA), and that the requirements of this agreement are to be construed in conformity with any and all obligations imposed by law, including without limitation FOIA.

6. The Receiving Party's obligations hereunder shall remain in effect for so long as Confidential Information remains confidential and exempt from disclosure under applicable law. The requirement to protect Confidential information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

RECEIVING PARTY BY

Signature

Date

Printed Name

Title