

County Council Of Howard County, Maryland

2019 Legislative Session

Legislative Day No.1

Resolution No. 3 -2019

Introduced by: The Chairperson at the request of the County Executive

A RESOLUTION authorizing the County Purchasing Agent to waive the formal competitive bidding requirements of Title 4, Subtitle 1 of the Howard County Code in order to enter into an agreement with River Hill Square, LLC, to make certain road improvements at the intersection of Clarksville Pike (MD Route 108) and Sheppard Lane.

Introduced and read first time _____, 2019.

By order _____
Jessica Feldmark, Administrator

Read for a second time at a public hearing on _____, 2019.

By order _____
Jessica Feldmark, Administrator

This Resolution was read the third time and was Adopted __, Adopted with amendments __, Failed __, Withdrawn __, by the County Council on _____, 2019.

Certified By _____
Jessica Feldmark, Administrator

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by amendment; Underlining indicates material added by amendment.

1 **WHEREAS**, Section 4.106(e)(2) of the Howard County Code provides that the County
2 Council may, by resolution, authorize the County Purchasing Agent to waive the formal
3 competitive bidding requirements for any single purchase or sale if, in the judgment of the
4 County Council, the waiver will best serve the interest of the County; and

5
6 **WHEREAS**, River Hill Square, LLC a limited liability company formed in accordance
7 with the laws of the State of Maryland and in good standing with the Maryland State Department
8 of Assessments and Taxation (the “Developer”) is developing certain real property located at
9 12171 Clarksville Pike, Clarksville, Howard County, Maryland pursuant to Commercial Site
10 Development Plan (F-18-044) titled “River Hill Square, redevelopment of River Hill Garden
11 Center” (the “SDP”), which property is owned by Stephen A. Klein & Associates and described
12 in the deed recorded among the Land Records of Howard County, Maryland at Liber 5082, Folio
13 679 (the “Property”); and

14
15 **WHEREAS**, the SDP’s Final Road Construction Plans include a realignment of the
16 intersection of Sheppard Lane and Clarksville Pike (Md Route 108) and related improvements,
17 (the “Road Improvements”); and

18
19 **WHEREAS**, the County has determined that the completion of the Road Improvements
20 at the time of the development of the Property is in the public’s interest and has funded Capital
21 Project J4177, State Road Construction, and Capital Project J4220, Developer/County Shared
22 Improvements, for a portion of the costs to complete the Road Improvements; and

23
24 **WHEREAS**, pursuant to the Land Development and Subdivision Regulations of Howard
25 County, the Developer and the County will enter into a Developer Agreement for the
26 construction of public improvements including the Road Improvements all of which public
27 improvements are set forth in the approved plans and specifications; and

28
29 **WHEREAS**, the Director of the Department of Public Works has determined the most
30 cost effective and efficient way to complete the Road Improvements is to enter into a cost

1 sharing agreement, substantially in the form attached as Exhibit 1, with the Developer and to
2 request the Developer to construct the Road Improvements; and

3
4 **WHEREAS**, the County and the Developer have agreed that the County’s share of the
5 costs to construct the Road Improvements shall not exceed One Million Two Hundred Sixty-two
6 Thousand Four Hundred Thirteen Dollars (\$1,262,413.00); and

7
8 **WHEREAS**, approval of this Resolution is limited to a waiver of County competitive
9 bidding requirements merely for the purpose of authorizing the County to enter into the cost
10 sharing agreement, substantially in the form attached as Exhibit 1, and shall not be deemed
11 approval of any development project or site development plan.

12
13 **NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard County,
14 Maryland, this _____ day of _____, 2019, pursuant to Section 4.106(e)(2) of the
15 Howard County Code, it declares that the best interests of the County will be served by
16 authorizing the County Purchasing Agent to waive the competitive bidding requirements of
17 Subtitle 1, “Purchasing”, of Title 4, “Contracts, Purchasing and Property”, of the Howard
18 County Code in order to allow the County to enter into an agreement with River Hill Square,
19 LLC, a limited liability company formed in accordance with the laws of the State of Maryland
20 and in good standing with the Maryland State Department of Assessments and Taxation, for the
21 construction of road improvements at the intersection of Clarksville Pike (MD Route 108) and
22 Sheppard Lane in accordance with the Sheppard Lane and Clarksville Pike Intersection
23 Improvements Cost Sharing Agreement, substantially in the form attached as Exhibit 1.

24
25 **AND BE IT FURTHER RESOLVED** by the County Council of Howard County,
26 Maryland that this waiver of competitive bidding requirements shall not be interpreted or
27 construed as approval of any development project or site development plan.

SHEPPARD LANE AND CLARKSVILLE PIKE INTERSECTION IMPROVEMENTS
COST SHARING AGREEMENT

THIS SHEPPARD LANE AND CLARKSVILLE PIKE INTERSECTION IMPROVEMENTS COST SHARING AGREEMENT (this "Agreement") is made this _____ day of _____, 2019, by and between **RIVER HILL SQUARE, LLC** a limited liability company formed in accordance with the laws of the State of Maryland and in good standing with the Maryland State Department of Assessments and Taxation (the "Developer"), and **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the "County").

WHEREAS, the Developer is developing certain real property located at 12171 Clarksville Pike, Clarksville, Howard County, Maryland pursuant to Commercial Site Development Plan (SDP-18-044) titled River Hill Square, redevelopment of River Hill Garden Center (the "SDP"), which property is owned by Stephen A. Klein & Associates and described in the deed recorded among the Land Records of Howard County, Maryland ("Land Records") at Liber 5082, Folio 679 (the "Property").

WHEREAS, the SDP's Final Road Construction Plans include a realignment of the intersection of Sheppard Lane and Clarksville Pike (Route 108) and related improvements.

WHEREAS, the County established Capital Projects J4177 and J4220 to construct certain improvements to the intersection of the Sheppard Lane and Clarksville Pike which have been included in the SDP and are shown on the marked up version of page 5 of the Final Road Construction Plans (excluding the stormwater management facilities), a copy of which is attached hereto as **Exhibit A** and are referred to herein as the "Road Improvements".

WHEREAS, pursuant to the Land Development and Subdivision Regulations of Howard County, the Developer and the County will enter into a Developer Agreement for the construction of public improvements including the Road Improvements all of which public improvements as they may be approved by the County will be set forth in the approved plans and specifications, as defined therein (the "Developer Agreement").

WHEREAS, the Director of the Department of Public Works has determined the most cost effective and efficient way to complete the Road Improvements is to enter into a cost sharing agreement with the Developer and request the Developer to construct the Road Improvements.

WHEREAS, the County and the Developer have agreed that the County's share of the costs to construct the Road Improvements shall not exceed One Million Two Hundred Ninety-Six Thousand One Hundred Nine Dollars (\$1,296,109.00).

WHEREAS, the County Council of Howard County, Maryland adopted Council Resolution Number ____-2019 which authorizes the County to waive the formal

competitive bidding requirements and to enter into this Agreement with the Developer for the construction of the Road Improvements.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals which are a material part of this Agreement and are hereby incorporated herein, the mutual promises of the Developer and the County set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the County agree as follows:

SECTION 1. Design and Construction of the Road Improvements.

a) The Developer shall select the contractor(s) for the construction of the Road Improvements as shown on the SDP 18-044 and the Final Road Construction Plans for F-18-099 which shall be a part of the Approved Plans and Specifications as defined under the Developer Agreement) through a solicitation of bids, obtaining at least three (3) independent bids. The County shall have the right to review and approve the bids received by the Developer. The Developer shall not accept a bid for the construction of the Road Improvements that has not been approved by the County.

b) The County shall regulate and inspect the construction of the Road Improvements in accordance with the terms of the Developer Agreement, Design Manual, Regulations, and Howard County Code. Any changes to the Approved Plans and Specifications affecting the Road Improvements shall be submitted to the County in writing for the County to consider prior to the construction of such changes.

c) The Developer covenants to indemnify and hold the County harmless from and against any and all claims, actions, damages, liability and expenses of any nature, including reasonable attorney's fees and the County's costs of defense, in connection with loss of life, personal injury and/or damage to, or loss of property that arises from any work or activity related to the construction of the Developer's or its employees, contractors, or agents' activities in performing this Agreement. The foregoing indemnification applies except to the extent that the losses are solely attributable to and proximately caused by the sole negligence or the willful, malicious, or wanton misconduct of the County or its officials, agents, employees, or contractors. This indemnification shall terminate upon the County's acceptance of the Road Improvements pursuant to the Developer Agreement.

SECTION 2. Reimbursement by the County. The Developer shall bear all of the costs for construction associated with constructing the Road Improvements as detailed in the Construction Plans, including but not limited to, utility relocations, acquisitions of property interests, permits from the State Highway Administration, design, materials, and construction costs. The Developer may request reimbursement from the County for the costs of the materials and road construction labor attributable to the Road Improvements in an amount not to exceed One Million Two Hundred Ninety-Six Thousand One Hundred Nine Dollars (\$1,296,109.00). Periodically, but no more frequently than monthly during the construction of the Road Improvements, the Developer shall submit to the County a properly documented invoice (including affidavits from all subcontractors regarding

payment in full for work completed) for such portion of the Road Improvements constructed since the last invoice. If the County has inspected the construction of the Road Improvements and considers the partially completed work acceptable, the County shall process the invoice for payment of ninety percent (90%) of the invoiced amount within thirty (30) days. An amount equal to ten percent (10%) of the invoiced amount shall be withheld by the County until such time that (i) the Developer has completed the Road Improvements, (ii) County has accepted the work and (iii) the Developer has provided signed and sealed as-built construction plans for the Road Improvements to the County.

SECTION 3. Appropriation of Funds. In addition to all other conditions and contingencies set forth in this Agreement, the County's obligations under this Agreement to reimburse funds to the Developer from Capital Projects J4177 or J4220 shall be contingent upon the County Council's approval of the annual appropriation of funds to the County's budget. Notwithstanding the foregoing, the Department of Public Works of the County will use reasonable efforts to obtain and subsequently maintain the funds necessary to reimburse funds to the Developer pursuant to this Agreement.

SECTION 4. Notice. All correspondence regarding this Agreement and the work to be performed hereunder shall be mailed or personally delivered in the case of the Developer to:

River Hill Square, LLC
c/o SDC River Hill Square LLC
Steven K. Breeden, Vice President
8480 Baltimore National Pike, Suite 415
Ellicott City, MD 21043

The name and telephone number of the Developer's contact person for this Agreement is Steven K. Breeden, (410) 465-4244.

All correspondence regarding this Agreement and the work to be performed hereunder shall be mailed or personally delivered in the case of the County to:

Director of Public Works
George Howard Building
3430 Court House Drive
Ellicott City, Maryland 21043

The name and telephone number of the County's contact person for this Agreement is James M. Irvin, (410) 313-4401.

A party to this Agreement may change its address by written notice to the other party.

SECTION 5. Assignment; Binding Effect. This Agreement may not be assigned without the express prior written consent of the County. In the event the Developer intends to sell or assign any interest in the Property, the Developer and the new owner shall

request the County to consent to the completion of the obligations herein by the new owner and this Agreement shall be amended to reflect such assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Developer and the County. References to the Developer or the County shall be deemed to refer to each person hereinabove named and their respective designees, successors, and assigns.

SECTION 6. Amendment. Any amendment to this Agreement shall be written and signed by the County and the Developer. Each writing or plat referred to in this Agreement is hereby made a part of this Agreement

SECTION 7. Conflict of Interest. Developer certifies that he/she has read and understands the provisions of Section 901(a) of the Howard County Charter and Section 22.204 of the Howard County Code relating to conflicts of interest and attached hereto as **Exhibit B.**

IN WITNESS WHEREOF, the respective duly authorized officers of the Developer and the County hereto have set their hand and seals to this Sheppard Lane and Clarksville Pike Intersection Improvements Cost Sharing Agreement on the day and year first above written.

[Signatures continue of the following page.]

WITNESS/ATTEST:

RIVER HILL SQUARE LLC

By: SDC River Hill LLC, Member

By: _____(SEAL)
Steven K. Breeden
Vice President

By: Stephen Klein & Associates, LLC

By: _____(SEAL)
Stephen M. Klein, President

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2019, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Steven K. Breeden, who acknowledged himself to be the Vice President of SDC River Hill LLC, a Member of SDC River Hill LLC and that he executed the foregoing Agreement on behalf of SDC River Hill LLC for the purposes therein contained.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2019, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Stephen M. Klein, who acknowledged himself to be the Vice President of Stephen Klein & Associates, LLC, a Member of SDC River Hill LLC and that he executed the foregoing Agreement on behalf of Stephen Klein & Associates, LLC for the purposes therein contained.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

[Signatures continue of the following page.]

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins

Chief Administrative Officer

By: _____(SEAL)
Calvin Ball
County Executive

Date: _____

APPROVED: Department of
Public Works

APPROVED for Sufficiency of Funds:

James M. Irvin, Director
Department of Public Works

Janet R. Irvin, Director
Department of Finance

APPROVED for Form and Legal Sufficiency:
this _____ day of _____ 2019

Gary W. Kuc, County Solicitor

Lisa S. O'Brien,
Senior Assistant County Solicitor

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2019, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Calvin Baldwin, County Executive for HOWARD COUNTY, MARYLAND, who acknowledged to me that he executed the foregoing Agreement for the purposes therein contained, and he further acknowledged the same to be the act of Howard County, Maryland.

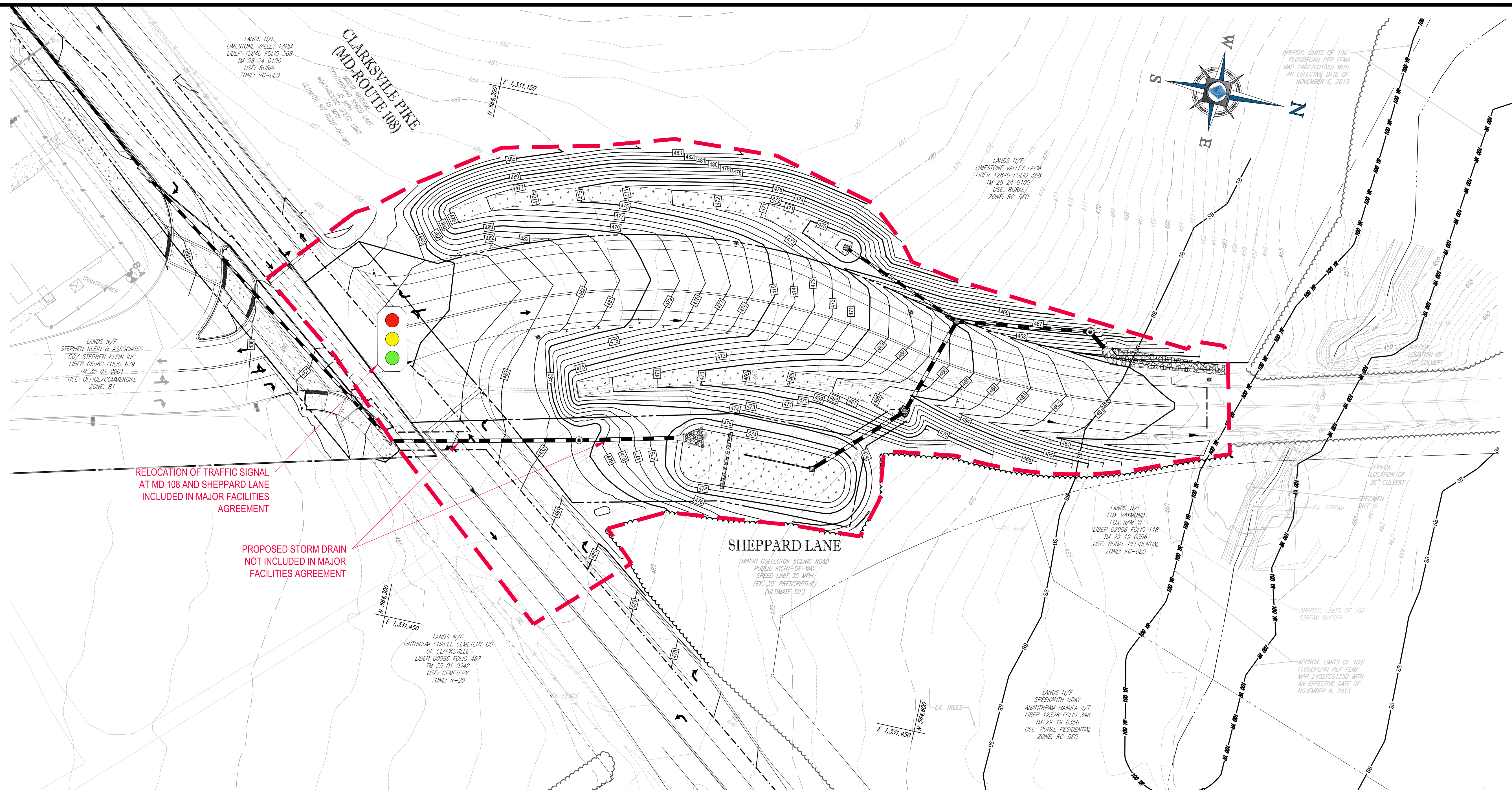
AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

EXHIBIT A

See Attached



RELOCATION OF TRAFFIC SIGNAL
AT MD 108 AND SHEPPARD LANE
INCLUDED IN MAJOR FACILITIES
AGREEMENT

PROPOSED STORM DRAIN
NOT INCLUDED IN MAJOR
FACILITIES AGREEMENT

LEGEND

--- LIMIT OF HOWARD COUNTY IMPROVEMENTS

BOHLER ENGINEERING
 CIVIL AND CONSULTING ENGINEERING
 LAND SURVEYING
 PROGRAM MANAGEMENT
 LANDSCAPE ARCHITECTURE
 SUSTAINABLE DESIGN
 PLANNING
 TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	BY

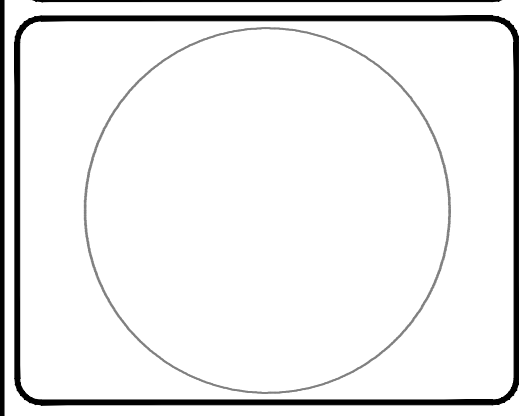
811
 KNOW WHAT'S BELOW
 ALWAYS CALL 811
 BEFORE YOU DIG
 It's fast. It's free. It's the law.

NOT APPROVED FOR CONSTRUCTION

PROJECT No.:	MD182002
DRAWN BY:	EBP
CHECKED BY:	BRR
DATE:	12/17/18
SCALE:	1" = 30'
CAD I.D.:	EXO

EXHIBIT
 FOR
MD ROUTE 108 IMPROVEMENTS AND SHEPPARD LANE RE-ALIGNMENT
 LOCATION OF SITE
 INTERSECTION OF CLARKSVILLE PIKE (MD RTE. 108) AND SHEPPARD LANE
 CLARKSVILLE, MD 21209
 ZONE: B-1, RC-DEO
 13TH ELECTION DISTRICT
 HOWARD COUNTY

BOHLER ENGINEERING
 901 DULANEY VALLEY ROAD, SUITE 801
 TOWSON, MARYLAND 21204
 Phone: (410) 821-7900
 Fax: (410) 821-7987
 MD@BohlerEng.com



SHEET TITLE:
EXHIBIT

SHEET NUMBER:
1

H:\18\MD\DRAWINGS\EXHIBITS\2018-12-17 COLORED SHEPPARD LANE EXHIBIT\MD182002\03.DWG PRINTED BY: EPATE 12/17/18 @ 4:25 PM LAST SAVED BY: EPATE

EXHIBIT B
Howard County Charter
Section 901. Conflict of Interest.

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Howard County Code
Section 22.204. Prohibited Conduct and Interests.

(a) **Participation Prohibitions:** County official and employees subject to this subtitle shall not:

(1) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate on behalf of the county in any matter which would, to their knowledge, have a direct financial impact as distinguished from the public generally, on them, their spouse, parent, child, sibling or upon any business interest with which they are affiliated;

(2) Except as exempted by the county council pursuant to Section 901(b) of the Howard County Charter, hold or acquire an interest in a business entity that has or is negotiating a contract with the county or is regulated by the official or employee;

(3) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate in any matter involving a business entity with which they, their spouse, parent, child or sibling are negotiating or have an arrangement concerning prospective employment.

(b) **Employment Prohibitions:** Except as exempted by the county council pursuant to section 901(b) of the Howard County Charter or when the employment or interest does not create an actual or apparent conflict of interest, officials and employees shall not:

(1) Be employed by:

(i) Any entity subject to their official authority;

(ii) Any entity subject to the authority of the Howard County agency, board or commission with which they are affiliated;

(iii) Any entity which is negotiating or has entered into a contract with the Howard County agency, board or commission with which they are affiliated.

(2) Represent any party for a fee, commission or other compensation before any county body;

(3) Within one (1) year following termination of county service, act as a compensated representative of another in connection with any specific matter in which they participated substantially as a county official or employee.

The employment provisions listed above do not apply to:

(1) An official or employee who is appointed to a regulatory or licensing authority pursuant to a requirement that persons subject to its jurisdiction be represented in appointments to it;

(2) Subject to other provisions of law, a member of a board or commission who publicly disclosed a financial interest or employment to the appointing authority at the time of appointment;

(3) Employees or officials whose duties are ministerial, provided that the private employment or financial interest does not create a conflict of interest or the appearance of such a conflict.

(c) **Solicitation/Acceptance of Gifts or Compensation**: No employee or official shall solicit any gifts. No employee or official shall accept any gift or compensation, directly or indirectly from any person that he/she knows or has reason to know, has financial interests, distinguishable from the interest of the public, that would be affected by the actions of the employee or official.

(d) **Use of Prestige of Office**: No county officials or employees subject to this subtitle shall intentionally use the prestige of their office for their own gain or that of another. The performance of usual and customary constituent services without additional compensation does not constitute the use of prestige of office for an official or employee's private gain or that of another.

(e) **Disclosure of Confidential Information**: Other than in the discharge of official duties, officials or employees may not disclose or use, for their own gain or that of another, confidential information acquired by reason of public position and which is not available to the public.

Sec. 22.204. - Prohibited conduct and interests.

(a) **Participation Prohibitions**.

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

(i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.

(ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:

a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;

b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;

c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;

d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;

e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or

f. A business entity that:

1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and

2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

(i) The disqualification leaves a body with less than a quorum capable of acting;

(ii) The disqualified official or employee is required by law to act; or

(iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1. of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) Employment and Financial Interest Restrictions.

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

(i) Be employed by or have a financial interest in any entity:

a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or

b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

(ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

(i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;

(ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;

(iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or

(iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) Post-Employment Limitations and Restrictions.

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) Contingent Compensation. Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) Use of Prestige of Office.

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) Solicitation and Acceptance of Gifts.

- (1) An official or employee may not solicit any gift.
- (2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.
- (3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:
 - (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
 - (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
 - (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
 - (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.
- (4)
 - (i) Subsection (4)(ii) does not apply to a gift:
 - a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
 - b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
 - c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.
 - (ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:
 - a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
 - b. Ceremonial gifts or awards that have insignificant monetary value;
 - c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) Disclosure of Confidential Information. Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) Participation in Procurement.

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.