

# County Council Of Howard County, Maryland

2013 Legislative Session

Legislative Day No. 9

## Resolution No. 91 -2013

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 Security Development Corporation, a Maryland corporation, for the construction of road improvements to realign the intersection of Ilchester Road and Landing Road.

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Introduced and read first time \_\_\_\_\_, 2013.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

Read for a second time at a public hearing on \_\_\_\_\_, 2013.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

This Resolution was read the third time and was Adopted\_\_\_, Adopted with amendments\_\_\_, Failed\_\_\_, Withdrawn\_\_\_, by the County Council on \_\_\_\_\_, 2013.

Certified By \_\_\_\_\_  
Sheila M. Tolliver, 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(d)(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

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6           **WHEREAS**, Capital Project J-4228, FY 2008, Ilchester and Landing Road Realignment,  
7 authorizes the funding for the construction of roadwork to realign the intersection of Ilchester  
8 Road and Landing Road, and a map showing the current connection is attached as Exhibit A; and

9           **WHEREAS**, Security Development Corporation, a Maryland corporation (“Security  
10 Development”), has submitted subdivision plans to the County identified as “Cascade Overlook,  
11 Section 4 Lots 1-7 and Open Space Lots 8 and 9” (the “Subdivision”); and

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13           **WHEREAS**, as required by the Howard County Subdivision and Land Development  
14 Regulations (“Regulations”), Security Development shall construct certain improvements to  
15 realign the intersection of Ilchester Road and Landing Road and shall construct Wellstone Way  
16 to serve the lots within the proposed Subdivision; and

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18           **WHEREAS**, pursuant to the Regulations, Security Development is required to enter into  
19 a development agreement and post a performance bond and payment bond to ensure the  
20 construction of the intersection realignment; and

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22           **WHEREAS**, the Ilchester Road and Landing Road Realignment Cost Sharing  
23 Agreement (the “Agreement”), the form of which is attached hereto as Exhibit B, to be entered  
24 into by and between Security Development and the County, outlines each party’s obligations  
25 related to the funding of the construction of certain improvements to realign the intersection of  
26 Ilchester Road and Landing Road; and

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28           **WHEREAS**, the Department of Public Works submits that it is in the best interests of  
29 the County to enter into the Agreement with Security Development for the construction of the  
30 intersection improvements to realign the intersection of Ilchester Road and Landing Road.

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**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard County, Maryland, this \_\_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to Section 4.106(d)(2) of the Howard County Code, that it declares that the best interests of the County will be served by authorizing the County Purchasing Agent to waive the competitive bidding requirements of Subtitle 1, “Purchasing”, of Title 4, “Contracts, Purchasing and Property”, of the Howard County Code in order to allow the County to contract with Security Development for the construction of improvements to realign the intersection of Ilchester Road and Landing Road in accordance with the Ilchester Road and Landing Road Realignment Cost Sharing Agreement.

**AND BE IT FURTHER RESOLVED**, that the County Executive is hereby authorized to execute and deliver the Ilchester Road and Landing Road Realignment Cost Sharing Agreement in the name and on behalf of the County in substantially the same form of the Agreement attached hereto as Exhibit B.





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**ILCHESTER ROAD AND LANDING ROAD REALIGNMENT COST SHARING  
AGREEMENT**

**THIS ILCHESTER ROAD AND LANDING ROAD REALIGNMENT COST SHARING AGREEMENT** (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **SECURITY DEVELOPMENT CORPORATION**, a corporation formed in accordance with the laws of the state of Maryland (the “Developer”), and **HOWARD COUNTY, MARYLAND**, a body corporate and politic ( the “County”).

**WHEREAS**, the Developer is an affiliate of Cascade Walthur LLC, the owner of certain real property located in Ellicott City, Howard County, Maryland (the “Owner”) and described in the deed from Elizabeth B. Weller, Trustee of the Elizabeth B. Weller Living Trust recorded among the land records of Howard County, Maryland (“Land Records”) at liber 09340, folio 0650 on July 25, 2005 and re-recorded among the Land Records at liber 9408, folio 170 on August 18, 2005, and modified by the Release of Life Estate of Elizabeth B. Weller recorded among the Land Records at liber 13156, folio 413 on April 1, 2011 (the “Property”).

**WHEREAS**, the Developer and Owner intend to subdivide and develop the Property as depicted in a final plat of subdivision entitled “Cascade Overlook, Section 4 Lots 1- 7 and Open Space Lots 8 and 9” final plan number F-12-074 which will be recorded among the Land Records and pursuant to the “Howard County Subdivision and Land Development Regulations” (the “Regulations”), the Developer is required to construct improvements along Ilchester and Landing Roads between stations 101+97.00 and 106+44.76 and 199+99.69 and 204+91.02 respectively, and the construction of “Wellstone Way,” the public access place serving the lots within the subdivision (collectively, the “Developer Improvements”).

**WHEREAS**, pursuant to the Regulations, the Developer and/or Owner have entered into a developer agreement for the construction of the Developer Improvements and shall post a performance Bond and Payment Bond to ensure the construction of the Developer Improvements in accordance with the approved plans (the “Developer Agreement”).

**WHEREAS**, the County’s Plan Howard 2030 Functional Road Classifications indicates that both Ilchester and Landing Roads are minor collector roads and the County established Capital Project Number J-4228 FY2008 Ilchester and Landing Road Realignment to construct required road improvements to realign the intersection of Ilchester and Landing Roads (the “Intersection Improvements”).

**WHEREAS**, the County acquired the real property required for the Intersection Improvements from Ilchester Farm LLC by the deed recorded in the Land Records at liber 14329, folio 61 on September 26, 2012.

**WHEREAS**, the design of the Intersection Improvements, the “Final Construction Plans, Landing Road Realignment (J-4228)” prepared by the County’s contractor, Whitman, Requardt and Associates LLC dated 9/28/2012, were approved by the County (the “Road Plan”).

**WHEREAS**, the Developer has reviewed the Road Plan and determined that the Intersection Improvements can be completed by the Developer for Five Hundred Thirty-seven Thousand Six Hundred Dollars (\$537,600.00) if the Road Plan is incorporated into the Developer Agreement.

**WHEREAS**, the Director of the Department of Public Works has determined the most cost effective and efficient way to complete the required public road improvements is for the Developer to construct the Intersection Improvements pursuant to the Road Plan and to incorporate the Road Plan into the approved plans required under the Developer Agreement.

**WHEREAS**, the County Council of Howard County, Maryland adopted Resolution Number \_\_\_\_\_-2013 that authorizes the County to waive the formal competitive bidding requirements and to enter into this Agreement with the Developer, for the construction of the Intersection Improvements pursuant to the Road Plan.

**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 Intersection Improvements.**

a) The segment of Landing Road as shown on the Road Plan between stations 17+78.00 and 27+49.31 has been designed by the County's consultant in accordance with the provisions of the Howard County Design Manual (the "Design Manual") to realign the intersection of Landing Road and Ilchester Road, all as shown on the Road Plan.

b) The County shall provide the Road Plan to the Developer at no cost to the Developer. The Intersection Improvements detailed in the Road Plan shall be a part of the road improvements constructed by the Developer (or the Owner) pursuant to the Developer Agreement and the costs for the completion of the Intersection Improvements shall be included in the required financial security under the Developer Agreement, as determined by the County.

c) The County shall regulate and inspect the construction of the Intersection Improvements in accordance with the terms of the Developer Agreement, Design Manual, Regulations, and Howard County Code. Any changes to the Road Plan shall be approved by the County prior to the construction of such changes.

d) The Developer shall select the contractor(s) for the construction of the Intersection Improvements shown on the Road Plan through a solicitation of bids process, 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 Plan that has not been approved by the County.

e) The Developer covenants to indemnify and save the County harmless from and against any and all claims, actions, damages, liability and expense 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.

**SECTION 2. Reimbursement by the County.** The Developer shall bear all of the costs for construction associated with constructing the Intersection Improvements detailed in the Road Plan and may request reimbursement from the County for the material and construction cost attributable to the Intersection Improvements in accordance with the following:

a) The County owns the fee simple interest in the property required for the Intersection Improvements and accordingly the parties expect that there are no costs associated with acquiring right of way along Ilchester/Landing Roads. To the extent any additional right-of-way is required from the Developer for the Intersection Improvements or the Developer Improvements, the Developer shall convey the required right-of-way to the County at no cost.

b) The County's share of the construction costs shall be limited to the costs of the materials and construction of the Intersection Improvements as shown on the Road Plans.

c) The County shall reimburse Developer for the costs incurred by the Developer to complete the Intersection Improvements upon the County's receipt of a properly documented invoice (including affidavits from all subcontractors regarding payment in full for work completed) and the County's inspection and acceptance of the Intersection Improvements thirty (30) days after the invoiced work is determined to be satisfactory by the County.

d) Upon the satisfactory completion of the work required under the Developer Agreement, as determined by the County, the Developer shall deliver the as built construction plans for the Intersection 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 project J-4228 shall be contingent upon the County Council's approval of the Agreement and the annual appropriation of funds to the County's budget by the County Council. 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: Steve Breeden, Principal at Security Development Corporation, 8480 Baltimore National Pike, Suite 415, Ellicott City, Maryland, 21041. The name and telephone number of Developer's contact person for this Agreement is Will Phippen and his telephone number is 410-302-5436. 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. County’s contact person for this Agreement and his telephone number is James Irvin, 410-313-4401. Either 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 Developer and the new owner. 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. Final Agreement; Amendment.** This Agreement and the Developer Agreement contain the final and entire agreement between the Developer and the County, and neither they nor their agents shall be bound by any terms, conditions or representations not contained herein. Any amendment to this Agreement shall be written and signed by the County and each of the Developers. 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 it 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 “A”.

**IN WITNESS WHEREOF**, the duly authorized officers of the Developer and the County hereto have set their hand and seals to this instrument on the day and year first above written.

**WITNESS/ATTEST:**

**SECURITY DEVELOPMENT  
CORPORATION**

\_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_(SEAL)  
Steven K. Breeden, Vice-President

\_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_(SEAL)  
James R. Moxley, Vice-President

[Notary and County signatures on following page.]



**STATE OF MARYLAND, HOWARD COUNTY, TO WIT:**

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Steven K. Breeden and James R. Moxley, Vice Presidents of Security Development Corporation**, who acknowledged to me that they executed the foregoing Agreement on behalf of said corporation for the purposes therein contained.

**AS WITNESS** my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTEST:**

**HOWARD COUNTY, MARYLAND**

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Ken Ulman  
County Executive  
Date: \_\_\_\_\_

**APPROVED: DEPARTMENT OF PUBLIC WORKS**

**APPROVED** for Sufficiency of Funds:

\_\_\_\_\_  
James M. Irvin, Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Stanley Milesky  
Director of Finance  
Date: \_\_\_\_\_

**APPROVED** for Form and Legal Sufficiency:  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

\_\_\_\_\_  
Lisa S. O'Brien, Reviewing Attorney

[Notary begins on following page.]

**STATE OF MARYLAND, HOWARD COUNTY, TO WIT:**

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Ken Ulman, 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**

**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.