

Agenda
Planning and Policy Committee
West Olive Administration Building – Board Room
12220 Fillmore Street, West Olive, Michigan 49460
Thursday, September 8, 2011
9:30 AM

Consent Items:

1. Approval of the Agenda
2. Approval of August 11, 2011 Planning and Policy Committee Meeting Minutes

Action Items:

3. Pigeon River Fish Habitat Improvements Grant Agreement
Suggested Motion:
To approve and forward to the Board of Commissioners the Partners for Fish and Wildlife Habitat Development Agreement with the United States Fish & Wildlife Service to fund fish habitat improvements on the Pigeon River with matching funds provided by the Drain Commission and private sources.
4. Bid Tabulation – Connor Bayou Park Improvements
Suggested Motion:
To receive and forward to the Board of Commissioners bids for the Connor Bayou Park Improvement Project and accept the low bid from _____ in the amount of \$_____ with funding from the Parks and Recreation budget.

Discussion Item:

5. Procedural Update to Conflict of Interest Policy

Adjournment

Comments on the day's business are to be limited to three (3) minutes.

PLANNING AND POLICY COMMITTEE

Proposed Minutes

DATE: August 11, 2011

TIME: 9:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Dennis Swartout, James Holtvluwer, Stu Visser, Jane Ruiter, Roger Rycenga

STAFF & GUESTS: Keith VanBeek, Assistant Administrator; Sherri Sayles, Deputy Clerk; John Scholtz, Parks & Recreation Director; Mark Knudsen, Planning & Performance Improvement Director; Paul Sachs, Planning & Performance Improvement

SUBJECT: CONSENT ITEMS

PP 11-037 Motion: To approve the agenda of today as presented and amended with a substitute motion for Action Item #4 – Bid Tabulation – Macatawa Green Space Restoration and to approve the minutes of the July 14, 2011, meeting as presented.

Moved by: Ruiter

UNANIMOUS

SUBJECT: CHOOSE PROGRAM EVALUATION

PP 11-038 Motion: To approve and forward to the Board of Commissioners the 2011 CHOOSE (Communities Helping Ottawa Obtain a Safe Environment) Program Evaluation.

Moved by: Swartout

UNANIMOUS

SUBJECT: BID TABULATION – MACATAWA GREEN SPACE RESTORATION

PP 11-039 Motion: To receive bids for the Macatawa Green Space Restoration Project and accept the low bid from Top Grade Excavating at negotiated price of \$707,430.50 with funding from the Parks and Recreation budget and a grant from the U.S. Environmental Protection Agency. Funding from the Parks and Recreation budget in the amount of \$100,000 and a grant from the U.S. Environmental Protection Agency in the amount of \$646,800.

Moved by: Swartout

UNANIMOUS

SUBJECT: BID TABULATION – OLIVE SHORES PARK

PP 11-040 Motion: To receive and forward to the Finance and Administration Committee bids for the Olive Shores Park Improvement Project and accept the low bid from Visser Brothers, Inc. in the amount of \$580,857.24 with

funding split evenly from the Parks and Recreation budget and a grant from the Michigan Natural Resources Trust Fund.

Moved by: Holtvluwer

UNANIMOUS

SUBJECT: BID TABULATION – PINE BEND PARKING IMPROVEMENTS

PP 11-041 Motion: To receive and forward to the Finance and Administration Committee bids for the Pine Bend Parking Improvement Project and accept the low bid from Denny’s Excavating in the amount of \$51,000 with funding from the Parks and Recreation budget.

Moved by: Ruiters

UNANIMOUS

SUBJECT: RESOLUTION SUPPORTING THE PUMPHOUSE MUSEUM PROPOSAL

PP 11-042 Motion: To approve and forward to the Finance and Administration Committee the resolution supporting the proposal by the Historic Ottawa Beach Society to create a museum at the pumphouse building located within the Historic Ottawa Beach Parks at a cost of \$1.3 million, with \$315,000 to come from the Parks and Recreation budget and the remainder to be raised by the Historic Ottawa Beach Society. This motion contingent upon the Historic Ottawa Beach Society raising \$1.3 million.

Moved by: Visser

UNANIMOUS

SUBJECT: DISCUSSION ITEM

1. Closed Session to Discuss Property Acquisition

PP 11-043 Motion: To go into Closed Session at 10:08 a.m. for the purpose of discussing property acquisition.

Moved by: Swartout

UNANIMOUS

Roll call: Yeas: Visser, Holtvluwer, Ruiters, Swartout, Rycenga. (5)

PP 11-044 Motion: To rise from Closed Session at 10:17 a.m.

Moved by: Swartout

UNANIMOUS

SUBJECT: ADJOURNMENT

The meeting adjourned at 10:17 a.m.

Action Request



Committee: Planning and Policy Committee

Meeting Date: 9/8/2011

Requesting Department: Parks and Recreation

Submitted By: Keith Van Beek

Agenda Item: Pigeon River Fish Habitat Improvements Grant Agreement

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the Partners for Fish and Wildlife Habitat Development Agreement with the United States Fish & Wildlife Service to fund fish habitat improvements on the Pigeon River with matching funds provided by the Drain Commission and private sources.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission recommends approval of the Partners for Fish and Wildlife Habitat Development Agreement through the United States Fish & Wildlife Service to fund fish habitat improvements on the Pigeon River at Pigeon Creek Park and an adjoining private property. Ottawa County Parks will be serving as a pass through entity for the grant funds which will benefit Pigeon Creek Park by improving fish habitat and stabilizing eroding river banks which are causing sedimentation in the river. The Ottawa County Drain Commission will provide \$7,500 toward the project which includes funds for removal of tree obstructions which are also causing sedimentation problems.

FINANCIAL INFORMATION:

Total Cost: \$7,500.00 General Fund Cost: \$0.00 Included in Budget: Yes No

If not included in budget, recommended funding source: Soil and Sedimentation Fund

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@mottawa.org
Reason: I am approving this document
Date: 2011.09.01 11:15:10 -0400

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: August 29, 2011
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Pigeon River Fish Habitat Improvements Grant Agreement

The Ottawa County Parks and Recreation Commission recommends approval of the Partners for Fish and Wildlife Habitat Development Agreement through the United States Fish & Wildlife Service to fund fish habitat improvements on the Pigeon River at Pigeon Creek Park and an adjoining private property. Ottawa County Parks will be serving as a pass through entity for the grant funds which will benefit Pigeon Creek Park by improving fish habitat and stabilizing eroding river banks which are causing sedimentation in the river. The Ottawa County Drain Commission will provide \$7,500 toward the project which includes funds for removal of tree obstructions which are also causing sedimentation problems.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the Partners for Fish and Wildlife Habitat Development Agreement with the United States Fish & Wildlife Service to fund fish habitat improvements on the Pigeon River with matching funds provided by the Drain Commission and private sources.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*



**PARTNERS FOR FISH AND WILDLIFE
HABITAT DEVELOPMENT AGREEMENT**

This Agreement between County of Ottawa (Cooperator(s)) and the U.S. Fish and Wildlife Service (Service) is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-j, and the Partners for Fish and Wildlife Act (Pub. L. 109-294).

Region 3 Assistance Agreement	
HabITS #	
DCN #	
Budget fund acct.	31730-1121-03HR
\$ Amount	10,000.00
ABC code	W-4
Budget object code	411-C

The Service and the Cooperator(s) agree to carry out certain wildlife management practices and habitat developments on land owned by the Cooperator(s) as described in the attached Project Plan and identified on the attached map and/or aerial photograph.

The Cooperator(s) agrees to join as a participant in a wildlife habitat development program and grants to the Service the authority to carry out wildlife habitat developments, or agrees to personally carry out wildlife habitat development and management activities with financial or material support, as described in the Project Plan. Any supplies, equipment or direct payment from the Service to the Cooperator(s) for carrying out the wildlife habitat developments are also listed in the Project Plan.

The Cooperator(s) further agrees:

1. To assume responsibility for securing federal, state and local permits needed to carry out the proposed habitat development project.
2. To allow the wildlife habitat development project described in the Project Plan to remain in place for a period of 10 years from the date of the Cooperator's signature on this Agreement.
3. To allow the Service or its representatives reasonable access to the described property for the period of this Agreement in order to complete the agreed upon habitat development project and to make periodic inspections of the habitat development for program monitoring purposes.
4. To complete payment in full to any contractor(s) and/or vendor(s) for agreed upon services and/or materials related to the project, once the project has been finished and approved by the Service or its representative.
5. To provide to the Service copies of all bids, invoices and receipts associated with the project.
6. To notify the Service in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property.
7. To complete all cooperator(s) responsibilities as listed in Section III of the Project Plan.
8. The performance period for completing all restoration practices and submitting all invoices for payment to the U.S. Fish and Wildlife Service for this project may not exceed September 30, 2012, without modification of this contract.

The Service further agrees:

Upon satisfactory completion of the project, and sufficient documentation of projects expenses incurred by the cooperator, to reimburse the cooperator for documented expenses not to exceed \$ 10,000.00 .

The Service assumes no authority over the described property for purposes of controlling trespass, for controlling noxious weeds, for identifying or removing pre-existing hazards including waste materials, for granting rights of way, or for any other incidents of ownership. The Service also assumes no liability for property damage or injuries to people not caused by its own negligence, and any claims shall be processed in accordance with the Federal Tort Claims Act. The Cooperator(s) shall own all of the completed or installed developments and shall be solely responsible for paying all taxes and assessments on the described property.

A fiscal year appropriation may be obligated only to meet a legitimate, or *bona fide*, need arising in, or in some cases arising prior to, but continuing to exist in, the fiscal year for which the appropriation was made. The project defined in the attached project plan clearly describes a bona fide need of the U.S. Fish and Wildlife Service mission. Completion of this work may extend beyond the typical fiscal year limitations, and/or beyond the original performance period due to unforeseen weather and environmental conditions, which is therefore considered a bona fide need.

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Cooperator(s) terminates the Agreement before its expiration, or if the Cooperator(s) should fail to maintain the wildlife habitat development for the length of the Agreement, then the Cooperator(s) agrees to reimburse the U.S. Fish and Wildlife Service prior to final termination for the pro-rated costs of all habitat development projects placed on the described land through this Agreement. For these purposes the total cost of the development projects to the United States are agreed to be \$ 10,000.00.

"Spatial Information Sharing: In accordance with the Privacy Act of 1974, permission must be obtained from the cooperator before any personal information can be released. The only information that can be shared is payment information that is otherwise authorized by law. Therefore, your consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habit.

I consent to having spatial information about this project shared with other conservation cooperators

I do not wish to have any spatial information about this project shared with other conservation cooperators"

COOPERATOR(S)



U.S. FISH AND WILDLIFE SERVICE

Cooperator(s)

Project Manager

(Print Name)

(Printed name)

(Date)

(Date)

Cooperator(s)

Contracting Officer

(Print Name)

(Printed name)

(Date)

(Date)

**U.S. Fish and Wildlife Service
Partners for Fish and Wildlife Program
PROJECT PLAN**

I. Landowner Information:

Name: County of Ottawa

Address: 12220 Fillmore St

City West Olive State: MI, Zip code 49460.

Telephone Number(s): 616/738-4808 John Scholtz

II. Description of land:

County: Ottawa Township name: Olive Township: 6N, Range: 15W, Section(s): 8 & 9.

Street name, Town/Village West Olive east of 136th Ave UTM Coordinates: -86.10067, 42.92503

Attach maps and aerial photograph

Project Type: Wetland _____ acres; Grassland _____ acres; * Riparian Corridor 60 feet
* Instream/Fish Passage 1950 feet; Sensitive and/or rare habitat _____ acres
 Other habitat (describe) _____ acres (or other units)

III. Project Plan:

A. Description of Habitat Development or Design (see attached maps and drawings)

The project consists of:

Four habitat project areas within a 1950 foot stretch of the Pigeon River on Turkey City Partnerships and Pigeon Creek Park (Ottawa County Parks property). Problem timber will be cleared and re-inserted in the river as habitat and to repair bank failure. Site 1 will include 60 feet of riprap to tie into existing, successful riprap. Sites 2 and 3 will be timber revetments, will use brush to encourage deposition and timber to repair a bank failure. Site 4 will include a stone vane to deflect river current from an eroding sand bank. All exposed/visible material will be natural to improve aesthetics; any unnatural materials such as cable, limestone or geotextiles should be buried or submerged to be out of sight. See attached materials for design specifications.

The Service, or a partner under written agreement, will:

1. Review the design and oversee completion of the project as described above and in attached documents.
2. Upon completion of the project, conduct a final inspection with the contractor and review maintenance and management requirements with the Cooperator.
3. Reimburse the Cooperator for itemized project costs not to exceed **\$10,000.00** once documentation of paid services has been made. Any excess cost will be the responsibility of the Cooperator
4. Conduct periodic monitoring of the project during the life of the agreement.

The Cooperator(s) will:

1. Keep the projects in place for the 10 years.
2. Annually inspect project area and report any failure or damage to the Service.
3. Obtain contractors and pay all invoices associated with this project.
4. Supply the Service with a written statement requesting reimbursement (not to exceed \$10,000.00) and copies of all paid invoices and/or receipts.
5. Obtain all permits associated with this project.

B. Description of Habitat Management Goals and Objectives for the project:

Enhance instream fish habitat and riparian conditions for spawning cold water fish species both anadromous and indigenous species such as trout and salmon.

V. Partner cost share funds/in-kind services:

Partner	Equipment	Materials	Funds	Inkind Services	Total Cost
USFWS	\$ _____	\$ _____	\$ <u>10,000.00</u>	\$ _____	\$ <u>10,000.00</u>
Private Citizen	\$ _____	\$ _____	\$ <u>2,400.00</u>	\$ _____	\$ <u>2,400.00</u>
Ottawa County					
Drain Comm.	\$ _____	\$ _____	\$ <u>7,500.00</u>	\$ _____	\$ <u>7,500.00</u>
StreamworksLLC	\$ _____	\$ _____	\$ _____	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>
Turkey City	\$500.00tractor	\$ _____	\$ _____	\$ _____	\$ <u>500.00</u>

USFWS Cost: \$ 10,000.00 Total Project Cost: \$ 21,600.00

If there are any questions regarding the habitat development agreement or the Project Plan, please contact the:

U.S. Fish and Wildlife Service
Gib King
Michigan Private Lands Office
2651 Coolidge Rd. Suite 101
Phone: (517)351-2241
E-mail: gib_king@fws.gov

I/we have received and agree to this Project Plan prepared by the U.S. Fish and Wildlife Service.

COOPERATOR(S)



U.S. FISH AND WILDLIFE SERVICE

Cooperator(s)

Project Manager

Philip Kuyers, Ottawa County Board Chair
(Printed name(s))

Gib King, USFWS
(Printed name)

(Date)

(Date)

Cooperator

John Scholtz, Ottawa Parks and Recreation Director
(Printed name)

(Date)

Action Request



Committee: Planning and Policy Committee

Meeting Date: 9/8/2011

Requesting Department: Parks and Recreation

Submitted By: Keith Van Beek

Agenda Item: Bid Tabulation – Connor Bayou Park Improvements

SUGGESTED MOTION:

To receive and forward to the Board of Commissioners bids for the Connor Bayou Park Improvement Project and accept the low bid from _____ in the amount of \$_____ with funding from the Parks and Recreation budget.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission is in the process of soliciting bids for the Connor Bayou Park Improvement Project to develop first phase park improvements at this currently undeveloped county park. The bids are due on September 1 and a contractor recommendation will be presented to the Parks Commission on September 7 and the Planning and Policy Committee meeting on September 8.

FINANCIAL INFORMATION:

Total Cost: _____ General Fund Cost: \$0.00 Included in Budget: Yes No

If not included in budget, recommended funding source: Parks and Recreation Budget

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@ottawa.org
Reason: I am approving this document
Date: 2011.09.01 11:17:53 -0400

Committee/Governing/Advisory Board Approval Date: _____



MEMORANDUM

Date: August 29, 2011
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Bid Tabulation – Connor Bayou Park Improvements

The Ottawa County Parks and Recreation Commission is in the process of soliciting bids for the Connor Bayou Park Improvement Project to develop first phase park improvements at this currently undeveloped county park. The bids are due on September 1 and a contractor recommendation will be presented to the Parks Commission on September 7 and the Planning and Policy Committee meeting on September 8.

Proposed motion:

To receive bids for the Connor Bayou Park Improvement Project and accept the low bid from _____ in the amount of \$ _____ with funding from the Parks and Recreation budget.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: To contribute to a healthy physical, economic, and community environment.



County of Ottawa *Administrator's Office*

Alan G. Vanderberg
County Administrator
12220 Fillmore Street, Room 331,
West Olive, Michigan 49460
(616) 738-4068
e-mail: avanderberg@miottawa.org

DATE: August 8, 2011
TO: Planning and Policy Committee
FROM: Al Vanderberg
SUBJECT: Policy Reviewed

The Internal Policy Review Team (Administrator, Assistant Administrator, Corporate Counsel, HR Director, IT Director and Fiscal Services Director) meets on a regular basis to review and update policies and administrative rules. Per board policy, each policy/rule is scheduled to be reviewed every two years and is submitted to the Board of Commissioners for approval when a policy update is recommended. Procedures and updates to procedures are approved by the County Administrator. Per the normal schedule of review by the Internal Policy Review Team the following policies have been reviewed and no policy changes are recommended. Policies that have received a procedural change have been attached for your information. If you have questions please contact me otherwise these polices will be forwarded to the entire Board via email as information.

Reviewed with Procedural Revisions

Human Resources
15 Conflict of Interest



County of Ottawa

CONFLICT OF INTEREST

I. POLICY

The residents of the County of Ottawa are entitled to have complete confidence in the integrity of the employees of the County. Therefore, employees of the County of Ottawa shall at all times maintain a high level of ethical conduct and avoid conflicts of interest in connection with the performance of their duties for the County of Ottawa.

It is expected that employees will use sound judgment at all times in avoiding actions or commitments that might create conflicts of interest, or that might interfere with or do harm to the County of Ottawa's completion of its governmental duties and functions.

Employees shall avoid any action that may result in, or create the appearance of:

- A. Using their positions for personal gain (whether their own or that of others with whom they are associated in a personal, family, or business relationship).
- B. Giving improper preferential treatment to any person.
- C. Impeding efficiency or economy.
- D. Losing independence or impartiality.
- E. Making a work-related decision that affects, involves, or binds the County of Ottawa outside of official channels or prescribed procedures.
- F. Adversely affecting the confidence of residents, customers, vendors, or suppliers in the integrity of the County of Ottawa or its operations.

II. STATUTORY REFERENCES

None

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date:

Board of Commissioners Resolution Number and Policy Review Date:

Name and Date of Last Committee Review:

Last Review by Internal Policy Review Team:



County of Ottawa

IV. PROCEDURE

A. Engaging in Outside Employment

1. A conflict of interest can arise when an employee is involved in activity for personal gain, which for any reason is in conflict with the County of Ottawa's governmental duties and functions. A conflict of interest can also arise when an employee helps someone else with whom the employee has a personal, family, or business relationship to benefit as a result of dealings with the County of Ottawa. This can include engaging in, preparing to engage in, or assisting anyone else in engaging in work or business for personal gain outside of the job. "Personal gain" will usually mean some sort of financial gain; obviously, the pleasure or personal satisfaction one derives from doing charitable or volunteer work does not constitute "personal gain." If an employee does perform outside work, he/she has a special responsibility to avoid any conflict with the fulfillment of the County of Ottawa's governmental duties and functions.
2. An employee cannot solicit or perform in competition with the goods, services, or programs provided by the County of Ottawa. Outside work cannot be performed on the County of Ottawa's time, nor can it be performed on personal time off when in violation of the intent of this policy. Employees may not use the County of Ottawa's equipment, materials, resources, or inside information for outside work. Employees may not solicit business or clients or perform outside work on the County of Ottawa's premises.
3. Employees shall not engage in, solicit, negotiate for, or promise to accept outside employment, render services for outside interest, or conduct outside business when such activity, employment service, or business creates a conflict with, appears to conflict with, or impairs the proper discharge of the employee's duties and responsibilities.
4. Employees must be free of any significant investment or association of their own or of their immediate family in other firms, competitors, vendors, or suppliers that might interfere with, or be thought to interfere with, the independent exercise of their judgment in the best interest of the County of Ottawa. What constitutes a "significant investment" or "association" will have to be determined on a case by case basis. However, if there is any question or doubt at all, the employee is encouraged to disclose the matter and consult with his/her department head and/or the County Administrator, or assume that the investment or association is significant enough to create a conflict or the appearance thereof.

B. Gifts, Entertainment and Favors

1. Employees shall not directly solicit any gift or accept or receive any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form, under circumstances which it could:



County of Ottawa

- a. Reasonably be inferred that the gift was intended to influence the employee;
 - b. Reasonably be expected to influence the employee in the performance of his job responsibilities; or
 - c. Reasonably be inferred that the gift was intended as a reward for any actions taken as a part of his job.
2. In the event that any employee is the unwitting, involuntary recipient of a gift or item of value (e.g., something mailed to him at the office or home), he/she is to turn the gift or item of value over to his/her department head and/or the County Administrator immediately.
- C. Misuse of Information
1. For the purpose of furthering their own personal interest or the interest of anyone else with whom they might have a personal, family, or business relationship, employees shall not directly or indirectly disclose, use, or allow the use of any information they have through, or in connection with, their jobs. The exception is information that is generally and publicly available on an equal basis to everyone else with an interest in it.
- D. Prohibited Financial Interest
1. Employees shall not:
 - a. Have a direct or indirect financial interest that conflicts with, or appears to conflict with, their duties and responsibilities as employees of the County of Ottawa; or
 - b. Directly or indirectly engage in a financial transaction based on information obtained through their employment.

- C. No employee or agent of the County shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
- 1) The employee, officer, or grant;
 - 2) Any member of his or her immediate family;
 - 3) His or her partner; or
 - 4) An organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- d. No employee or agent will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or suppliers.



County of Ottawa

E. Disclosure

1. Whenever any situation comes to an employee's attention that appears to be covered by this policy, the employee shall promptly disclose the matter to his/her department head. Disclosure must be full and complete. The employee and his/her department head will seek the advice and counsel of the County Administrator or the Human Resources Department to determine whether the situation is covered by the policy, and if so, what the appropriate course of action is.
2. Under no circumstances should a person who has authority over another unilaterally, arbitrarily, or subjectively make the sole decision as to whether a given situation constitutes a conflict of interest. Nor should a person in a position

of authority, without first conferring with higher management, order a subordinate to take or refrain from taking any particular action. In the event that prompt consultation is not possible, matters should be temporarily put aside until a decision can be made.

3. Once an employee has made full and fair disclosure of his actual, potential, or perceived involvement in a given transaction, the County of Ottawa may decide to:
 - a. Permit the employee to remain involved in the transaction, with full and complete disclosure to all parties and affected persons;
 - b. Remove the employee entirely from any role, involvement, or decision making authority whatsoever in the transaction;
 - c. Allow the employee to choose between eliminating the circumstances that are causing or creating the conflict or withdrawing all together from any involvement in the subject transaction; or
 - d. Take any other action it deems prudent and appropriate under the circumstances. Resolution of the problem shall be solely the decision of the County of Ottawa.

F. Discipline:

1. Violation of or failure to comply with this policy or any component thereof shall be grounds for disciplinary action up to and including termination from employment.

G. Policy Construction:

1. This policy shall be construed liberally, so that any doubts or questions about whether a conflict exists shall be resolved in favor of a presumption that a conflict



County of Ottawa

does exist, unless found to the contrary after due disclosure, investigation, and deliberation.

2. This policy shall also be construed to give equal weight to each and every one of its provisions. Provisions shall be read in harmony, and every effort will be made to interpret and apply the policy in a way that avoids internal contradictions or inconsistencies, and does not void any part of the policy for the sake of giving weight to any other part.

V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.