

January 16, 2001
RE: IO-01-03

You disclosed a contractual relationship between your company ProCom, and an unsuccessful bidder on the David Taylor project. You stated that the unsuccessful bidder with whom ProCom contracted may be reconsidered for the project if the successful bidder, Annapolis Partners, withdraws its participation. You further stated that ProCom will not participate in any contract to develop the David Taylor Site. Based on these facts and assertions, you believe that you can continue to participate in the pertinent zoning legislation fairly, objectively, and in the public interest regardless of whether the former unsuccessful bidder with whom you contracted becomes the developer of the project.

If ProCom has no existing contract and is not negotiating a contract with any potential developer of the project, the commission agrees that you may continue to participate in the zoning legislation. On the other hand, if ProCom has, or is negotiating a contract with any of the entities that ultimately may be selected to be the developer of the David Taylor site, there will be a presumption of impairment under §3-102(b)(2)(ii) of the Public Ethics Law. That provision presumes a conflict of interest where a council member benefits financially “from a close economic relationship with a person whom the Councilmember knows, or is presumed to know, has a direct interest in an enterprise that would be affected by the Councilmembers’ vote . . .” This presumption exists even if the contractual relationship with the potential project developer does not involve the David Taylor project.

Thank you for submitting your statement and for your inquiry. If you have other questions, please call any time.

Sincerely,

Betsy K. Dawson
Executive Director