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# CONFIDENTIAL

City of Chicago  
Richard M. Daley, Mayor

## MEMORANDUM

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To: [REDACTED]

From: Dorothy J. Eng  
Dorothy J. Eng  
Deputy Director  
Marilyn E. Hanzal  
Marilyn E. Hanzal  
Legal Counsel

Re: Case No. 90088.Q

Date: [REDACTED] Dec. 24, 1990

Thank you for your [REDACTED] telephone call regarding the application of the post employment provisions of the Governmental Ethics Ordinance to INDIVIDUAL A.

You explained that INDIVIDUAL A IS A FORMER CITY EE [REDACTED] While he was with the City, he signed contracts and was ultimately responsible for the contracts that he signed. He left City government in late 1989, and now works with ORGANIZATION A. [REDACTED]

ORGANIZATION A enters into a contract with your Department [REDACTED] each year. Although the contracts are similar, they are renegotiated each year. This year, the contract presented includes a term wherein ORGANIZATION A [REDACTED] will be paying a salary to INDIVIDUAL A from its City funding.

Since INDIVIDUAL A left City employment over one year ago, the one-year post employment prohibition of the Governmental Ethics Ordinance would not apply.

As you know the permanent post-employment provision applies to persons who had contract management authority while they were with the City. The relevant part of that provision states:



"No former official or employee shall, . . . assist or represent any person in any business transaction involving the City or any of its agencies, . . . if the official or employee exercised contract management authority with respect to a contract . . . ."

It's important to note that in such cases, the former employee cannot represent or assist another person with that contract. Since the contract which ORGANIZATION A is now negotiating is a new contract on which INDIVIDUAL A did not work, the permanent prohibition would not apply to this contract. Therefore, based upon the facts which we discussed [REDACTED], there is no reason under the words of the Ordinance that the Department [REDACTED] cannot enter into a contract with ORGANIZATION A.

We also discussed the fact that the Ordinance prohibits a former employee from using confidential information gained during the course of his or her employment. You indicated that INDIVIDUAL A is able to raise questions or make claims of a general nature against the Department [REDACTED] based upon the experience he gained while an employee of the department. The question which necessarily arises is whether his conduct constitutes a use of confidential information gained during his City employment.

We do not believe under the circumstances presented that INDIVIDUAL A's conduct as described is prohibited by the Ordinance. Unless INDIVIDUAL A is using specific information which is confidential, rather than his assumptions and conclusions drawn from evaluating department procedures, he is not in violation of the Ordinance.

If on the other hand there are confidential facts which he is disclosing, please inform us as that would constitute a violation.

Thank you for bringing this matter before us. Of course, if you have any additional questions, please feel free to contact us.