

CONFIDENTIAL
Advisory Opinion
[John Smith]
Case No. 09005.A, Post Employment
xxxxxxx xx, xxxx

From xxxxxx xxxx until xxxxxxxx xx, xxxx, you were the [Particular] Director of the City's [Department 1]. You now work for [XYZ], an Illinois corporation ("XYZ"), at its Chicago office. It is a business and technology consulting firm. On xxxxxxxx xx, xxxx (supplemented xxxxxxxx xx, xxxx) you asked in writing how the City's Governmental Ethics Ordinance ("Ordinance") would restrict your work for [XYZ], specifically with respect to the Chicago [Agency 2] ("[ABCD]"), Chicago [Special Office] and [Special Project].

As discussed in this opinion, the Board has determined that the post-employment provisions of the Ordinance prohibit you:

(i) for a period of one year from the date you left City service, that is, until xxxxxx xx xxxx, from assisting or representing any person, other than the City (including [XYZ] or its clients), with respect to:

- City [Grants] ("[EFGH]"), other grants, and all grant-related processes;
- the [Program 2] contract with the [Department 1] ("[Department 1]");
- the [Program 1] contract with the City;
- the City [ABCD]; and
- the [Special Project]; and

(ii) permanently from assisting or representing any person, other than the City (including [XYZ] or its clients), with respect to:

- Task Order respecting the [AA Software] contract with [XYZ] for "Implementation of [AA Software] software";
- Task Order II respecting [AA Software] contract with [XYZ] for "Additional Management Services for PO [PO ##], Release No. 48";
- Task Order III xxxxyyy1, Release [PO ##]-31, for "Creation of [Internet work]";
- the Master Agreement in connection with any aspect of [AA Software], including the "roll out" of [AA Software] to, or the use or implementation of [AA Software] by, any City department; and

- all contracts denominated or with topics involving the following: City [tech] phone requests; [MNOP]; [QRST]; the [UVWX]; [Department 2]'s use of special/out-of-state contracts; City [vehicle] car GPS installation; City [Special Contract] [technology]; City employee [concessions]; and the [YZ].

The Board also advises you to observe the lobbying provisions of the Ordinance, as applicable. Further, the Board determines that, under the Ordinance, you are not subject to any limitations in working on the Chicago [Special Office].

FACTS:

[XYZ] POSITION:

You began work at [XYZ] on xxxxxxxx xx, xxxx as [an employee in] Client Services and Business Development and Structural Operations. In your current job at [XYZ], you said that you place telephone calls to "leads," which are names you receive from another [XYZ] principal, in order to develop business requiring [XYZ]'s software or related goods and services. You gave examples of your work and business development: (i) if the City would have a depends-upon-requirements ("DUR") contract with [XYZ], you would promote [XYZ] obtaining a task order under the DUR from the relevant commissioner, *e.g.*, develop a web site under the DUR; and (ii) working with private lawyers through [XYZ] to learn about and participate in the federal government's basic [Department 2] process for all its branches, concentrating on [Department 3] and defense issues, *e.g.*, obtaining security clearances, mastering various [Department 2] methods differing from those used by the City.

Additionally, you said you regularly speak to customers' project managers; aid [XYZ] in its business growth; and obtain results from an [XYZ] subscription that searches for issued Requests for Proposal ("RFP"). Further, you said [XYZ] requires that you work on problem projects, *e.g.*, if Cook County hires a new Chief Information Officer ("CIO") who [Department 19]s not like [XYZ]'s project manager, then you would become the project manager. You said that you have the project manager task of training clients' personnel in [Mini Program]' software (mainly a data base reporting product).

You said that your job includes customer service to ensure business retention. If the client is not happy with the project, you work toward a resolution. To accomplish this task, you said you work with [XYZ]'s project manager to identify the specific problem, *e.g.*, client was expecting "x" but is getting "y," personality conflicts, the product is not the correct one.

You stated that since working at [XYZ] you have been involved in several City contracts or projects. You explained that generally your involvement is performance of customer-service status checks. [XYZ] currently has two City contracts: (i) [Department 3] ("[Department 3]") Contract No. 9711 "Maintenance of [Department 3] Alert Network [Exigency] Consulting Agreement" ("[Department 3] Contract"); and (ii) [Department 4] (now known as Department 4

[[Department 4]]) Contract No. [PO ##] “Management Consulting Agreement, Category: Application Development, Support & Ongoing Maintenance/Database Support & Ongoing Maintenance/Management Consulting” (“Master Agreement”). Under the latter, the City has awarded [XYZ] work pursuant to task orders, *e.g.*, [Department 1] for an automated performance management system (“[AA Software]”), [Department 2] (“[Department 2]”) to place the City’s Economic Disclosure Statements (“EDS”) (typically submitted by vendors) online. Under the [Department 3] Contract, among other things, [XYZ] has been working with [Department 3] for seven years on two information technology (“IT”) projects: (i) [reveiw] of [Department 3] care records (“[Review] Project”); and (ii) business process engineering (using [Program 1] system software for [general] records) to make Work Projects [accessible] (“Work Project”). You said you have been communicating with the [Department 3]’s IT people to determine how well the [Work] Project has proceeded (also containing useful information for business development), though you unsuccessfully have been attempting to set-up meetings, mostly to speak with City people. As to the Master Agreement, you said you are not currently involved on behalf of [XYZ] with [Department 1]’s task order that extended the City-wide “roll out” of [XYZ]’s work on [AA Software], originally in [Department 1] (with which department [XYZ] was working on aspects of [AA Software] when you were [Particular] Director). You further said that, in your communications with [Department 2] and [Department 4], you perform the same customer service functions for [XYZ] as you said you currently perform for [Department 3], obtaining task order progress reports, which non-confidential information you also would use in your business development.

Further, as an [XYZ] [employee], and pursuant to the [Department 3] Contract, you said that you would be or are performing customer services duties (in personnel or performance issues) for [XYZ], related to (but not directly in) the area of grants under the [Department 3] Contract. You said that your [XYZ] duties include your aid to [Department 3] in using [XYZ] services, covering several functions, in order that [Department 3] may more efficiently and successfully obtain and manage grants, but [Department 19]s not include disbursing [Department 3] grants. If there were a specific problem on this grant initiative or [Department 3]’s other initiatives, under the [Department 3] Contract, you stated that you would work with the [XYZ] account manager to allow your entree to [Department 3] to help cure [Department 3]’s problems in one of four initiatives: (i) Project P: software [process] monitoring; (ii) [Department 3] Alert Network: software providing a [professional] the ability to monitor other [professionals]’ information during a crisis; (iii) Chicago’s [Special Office] (“[IJKL]”): project management software to improve [Department 3]’s performance, which, you explained, also could be used on a City-wide basis to process various department’s IT projects; and (iv) [Content] software: to perform training respecting document content management. You explained that in your [XYZ] job you have been involved in Project P, about which you said that such software component from [XYZ], as used by [Department 3], included a “child care” part, *e.g.*, managing [Department 3]’s money available for working women, drug rehabilitation money for ex-offenders. In your example, you said you would bring various “stakeholders” together to discuss and clarify their expectations about a particular function on which they were unsuccessfully attempting to work within Project P. In a separate area respecting grants, you stated that, while

[Particular] Director, you finalized the selection of recipients for Grants (“[EFGH]”) money (as explained below), and at [XYZ] you would be or are attempting to manage the process of that [EFGH] money awarded by the City under the [Department 3] Contract to a delegate agency, which could be the same money that you awarded while at the City. Your job would be solely to check with [Department 3] to ensure that [XYZ]’s automated tools (to help [Department 3] track, manage and ensure compliance measures respecting all money [Department 3] granted to delegate agencies) were working correctly, similar to your City job respecting [Department 3] obtaining grants and managing them, using [XYZ] software, ensuring that [Department 3] was correctly managing any [EFGH] or other grant monies that it obtained. You said that, if [XYZ]’s current efforts to aid [Department 3] were helpful, you would attempt to interest other City departments in obtaining similar tools and aid from [XYZ]. At [XYZ], you would only use your contacts at [Department 3], for example, for purposes of reference to generate new [XYZ] business, including City business.

In addition, you said you currently were working with City employees to check the status on several RFPs - whether awarded yet or not - and to do this, you have been telephoning or emailing with [Department 2] (on the EDS), as well as providing [Department 2] advice about expanding [Department 2]’s long-term effort to other departments (those dependent upon departmental needs for EDSs). In addition - in your [XYZ] “customer service” role - you have been attempting to discern if there are new City RFP opportunities for [XYZ]. Currently, you said, you are working on the City’s [Department 5] under the Master Agreement, involving an instant response mechanism, and, also, checking the status on an [XYZ]-submitted RFP to the City respecting a Citywide document management software.

CITY WORK HISTORY AND [XYZ] INVOLVEMENT:

General Responsibilities:

First City Tour of Duty: [Assistant Employee]

While with the City, you said you first worked as [Assistant Employee]. In that position, you worked extensively on [Global Program] (the City’s underlying computer architecture) in implementation, and trained City-wide employees on various software systems, *e.g.*, CHIPS, [Global Program], [Mini Program]. You trained users regularly and directly, using your own handouts. All your City-employee students were involved in the [process] area of City work; you said you had no involvement with [XYZ]. In your current position with [XYZ], the only connection you would have with the City [Employee] would be to follow up on long-unpaid invoices.

Interim Private Sector Employment

You left this position in xxxxxxxx xxxx and returned to [Employer] immediately thereafter. Your position at [Employer] was as managing director and your activities were in the area of municipal bond financing, usually with the [Agency 3], the [Agency 4] or the City’s [Agency 5]. You may have worked on two transactions with the City, one involving commercial paper (selling it in the secondary market) and one on public housing. You then re-joined the City in xxxxxxxx xxxx as [Particular] Director.

Second City Tour of Duty: [Particular] Director

[DEPARTMENT 1] DUTIES

As the City's [Particular] Director, you said you had four discrete areas of responsibility. First, you were concerned on-going with the operating [monies]. In that responsibility, you said you controlled expenses either by "*fiat*," meaning cutting off the flow of money for non-critical line items, *e.g.*, travel, after reviewing computer reports provided through your staff's research, or using a performance management method, which you illustrated through an example: "you [a City department] use five people to pick up garbage in Ward 10...how can that be reduced to four people through routing your trucks during a period of less traffic." You said your controls were subject to constraints such as union contract restrictions. In addition, you said you needed to project City revenues. To do this, you said you depended upon your deputy to provide you relevant historical data and, thereafter, you were directly involved in July during preliminary City [monies] reviews, and then later in the final [monies] process, using, as you stated, some "art" and decision-making as to the reality of City revenue resulting from a consensus reached between you, your deputies and the City's [Employee A], *e.g.*, City sports teams are "big" this year, so City revenues will go up. You said you were always directly involved when there were [monies] problems. Further, you said that you were directly involved in the City's delivery of services pursuant to the citizens' expectations through your attendance at the City's public hearings on capital expenditures and the operating [monies]; testifying before the City Council, *e.g.*, discussing a delay in police hiring because of [monies] issues; posting [monies] metrics on your web site regularly; being a member of the [Agency 6] ("[Agency 6]") (a no longer operating think tank, uninvolved with [XYZ], to learn and propose long-term future City best practices); and personally or through your staff following up on "[Department 6] complaints."

PERFORMANCE MANAGEMENT

You said your second responsibility as [Particular] Director was in the area of performance management to improve the quality of City services. You explained that you had weekly meetings with various departments, *e.g.*, [Department 6] City Services ("[Department 6]") to track historical data to see how to improve responsiveness; [Department 7] to determine how many buildings were torn down during a period of time, why not more, how many permits issued for tear downs, how many sick days for the department's personnel. You said that once you had a "handle on statistics," after a department approached you, you said you could communicate with the City's [Employee B] and your own department as the prime avenues of resources to help the enquiring department improve City services. Sometimes you would call a department before it came to you. These statistics (and those appearing on all department's performance management matrices) allowed you to identify bottlenecks in providing services, call a department's deputy commissioner to obtain more specifics, and point out solutions, *e.g.*, how to produce paperwork faster, while your staff tracked departmental performance trends. You or your staff would address the trend (if problematic) with the department, or attempt to finesse a problem to ensure City services were provided, *e.g.*, you were a liaison to address and resolve complaints raised by aldermen on behalf of their constituents. In order to fulfill your performance management responsibility, you said you attended meetings, *e.g.*,

two hour Mayoral [monies] meetings with a department and the key stakeholders: [Department 2], [Department 8] and the [Department 9] so that, for example, [Department 6] could explain its operational record, customer services and bottlenecks. Also, your staff “investigated” an infrastructure department, *i.e.*, the [Department 10], to corroborate trends in pothole repair, or compliance with OSHA requirements. You used your staff’s reports at the meetings. At the meeting, you tried to resolve issues and your staff would follow up with the department. The department Commissioner chaired the meetings pursuant to an agenda set by the Commissioner, and two of your deputies. You did have some involvement with [XYZ] while accomplishing this responsibility: you had two meetings directly with [XYZ] on [AA Software], which is the City’s performance management software from [XYZ] pursuant to a task order under the Master Agreement (remaining, as you said, under [Department 1]’s *aegis*), and you met with [XYZ] once or twice to get a demonstration of the project to perform an update so that the EDS forms could be used online, which project, you said, is now beginning to be implemented. Also, [XYZ] submitted to you a bid proposal for a new [Department 1] book, which bid was not accepted. In addition, [XYZ] met with [Department 2], but including a request for your approval, for an [XYZ] system for [Department 2] to upgrade its reporting procedures for certifications and proofs of compliance; however, you referred [XYZ] to the Chicago [Agency 2] (“[ABCD]” described below and on which you sat); [XYZ] was not successful in obtaining a contract from the City (about which you did not vote). You stated to Board staff that, as an [XYZ] employee, you are not going to be involved in any [XYZ]-City contract or work in connection with any performance management software or related goods or services, *e.g.*, [AA Software], with [Department 1], your old department. However you asked whether you may be involved in attempting to interest other City departments in [XYZ]’s performance management products, *e.g.*, monitoring pothole repair.

CAPITAL IMPROVEMENTS

You said your third responsibility involved capital improvements. You explained that you ensured, overall, that the City’s capital projects, *e.g.*, a new field house for a park, a remodeling of a school, were running smoothly, and consistent with the City’s general priorities, *e.g.*, capital improvements for police stations versus for fire stations. You told Board staff that the City’s priorities are derived collectively from each Commissioner and members of the [Department 11]; one of your deputies coordinated that priority list. Further, you stated, that one of your deputies coordinated projects, *e.g.*, police, street re-pavement, street humps, which are each ward’s capital improvements, including Tax Incremental Financing (“TIF”) funded improvements. You said you became personally involved if an Alderman were “out of money” or if the desired capital improvement were “off” menu. You stated that your deputy was on a TIF task force that had or developed a list of projects in each TIF district and that deputy would work with the (now known as) [Department 12] to follow and determine which TIF projects had been completed. Although early in your tenure you said you worked specifically on the “new schools” capital improvement project, thereafter your deputy advised you of the status of TIF projects. You said you were also involved in a “capital book” compilation of City projects based upon all stakeholders’ capital improvement desires. In your capital improvements initiatives, you said you were concerned with “up front” costs, *e.g.*, for each

street/sidewalk project on an Alderman's menu, ensure it is American Disabilities Act ("ADA") compliant; yet, because the ramps are approximately \$5,000.00, try to reduce that cost, and still comply with the ADA through the ramp measurements used, and the thickness of the concrete. You explained that you participated in attempting expense alternatives, such as your ADA example, when an Alderman had an unfunded mandate. You or your deputy would speak to a Commissioner, to speed a construction schedule to save money, or slow it to save money; at the previously-mentioned July annual [monies] pre-meetings, respecting Aldermanic menu items, *e.g.*, schools, all stakeholders would review specific issues; you said that you spoke to Aldermen to determine what they desired in their wards; you balanced capital improvement needs of constituents, Aldermen, and the [Department 11], sometimes saying "no, nicely," when City revenues or existing capital would not match money needed because you found capital improvement items that fell outside the City's ability to fund, but stating "please try again next year." However, if it was your deputy, speaking internally with the [Department 11] or with an Alderman, you would be the "appellate person" after your deputy had said "no, nicely." You said that [XYZ] was not involved in this responsibility nor will you, as an [XYZ] principal, be involved with the City in connection with the construction of any capital improvements' initiatives.

GRANTS

You explained that your fourth responsibility as [Particular] Director involved both receiving and giving out grants. You said you were involved in the [Program 3] project for foreclosed homes; federal money funded the project, which directed purchasing foreclosed property. You worked with the (then) City's [Department 13] to ensure the City received as much money as possible, showing the financial impact on the City of foreclosures. You said that, in general, grant money awarded to the City resides with the [Department 14], and documents evidencing the grant are forwarded from the source to several City departments, including yours, so that you will sign off indicating that you understand the City's responsibilities under the grant (also signing are the [Employee] and the [Department 15] designee). Upon becoming involved in a grant, you said you helped provide procedures for its use as reflected in the City's check book system, FMPS, and drafted the appropriate ordinance amendments (which was the only other written evidence of any type of grant) to be introduced in City Council (as a [Department 1] amendment). You said you tracked the speed of spending the money; you advised Board staff how important this was. You left City service as you were trying to put together a team to make the process of using the grant work smoothly because, you said, you found that different City departments would tell the grant user departments (most typically now the [Department 8] or [Department 2]), or appropriate delegate agencies, different things in connection with spending the money. You managed two deputies who performed grant work for you (and tried to help the user department), you supervised those deputies, and you ensured your people had a work plan in place and were efficient as they tracked the expenditure of the grant money. You also said you were involved in the above-mentioned [EFGH]. With a [EFGH], the grant money (for low and moderate-income people as designated by HUD) was actually a component of the City [monies] (a line item - "draft action plans") to grant money from the City for the benefit of all City delegate agencies, and your staff would process applications for those grants, *e.g.*, a delegate agency would use the software application, [Program 4] ("[Program 4]"), to apply for a grant

involving after-school activities proposed by the applicant agency, go online to do the applicant package, and one of your deputies and the deputy's team would review the applications, making sure the application went to the correct grant-project department (which used to be seven): now [EFGH] would go either to the [Department 12] or else the [Department 16]. You said that, at that point, that the user department and [Department 1] would review and make recommendations on the application, and then, the final review would be made by you and the affected Alderman ward-by-ward, giving it your approval or disapproval after doing some research about the applicant and what it wanted to do, *e.g.*, ramps for seniors. In contrast, other grants designated "[123]" (as you said) were funded through other federal monies or other donors; the grant amount is an estimate, applied for by a department, not on the City's [Department 1], *e.g.*, the Economic Stimulus Package, and you would recognize (*de facto* approving) that the applicant department was successful in obtaining the grant, the resulting ordinance evidencing your approval of the department's right to use the money. You said that you were only involved in grants to delegate agencies if there were a problem between the department and the agency. Disparate topics for [EFGH] with which you were involved dealt with economic development, *i.e.*, workforce development (training for job placement, readiness and ex-offenders); technical assistance for businesses, *e.g.*, chambers of commerce; and children's needs (after-school work programs).

In addition, respecting grants, you said you and your staff performed the quality control (including training sessions for City-wide grant writers who obtain grants for the City from third party sources) on the actual application forms prepared by grant writers. You said that, when you left City service, your department was attempting to obtain better grant research/writers; however, you and your department, [Department 1], obtained a contract with [Program 2] that gave [Department 1] information on possible grant sources; your deputy did further research, and sent the information to a prospective City user department. You said, from a personnel management perspective, you were trying to foster better grant management. Further, you said you were involved (when a problem) with [Agency 7] federal money; the [Agency 8] initiative, which included an [Agency 7] component (you were involved with auditing issues); and you stated you served on a board (the [Agency 9]) with members from the City, including the [Department 14], the [Employee A], you (the [Department 1] Director), the Commissioner of the (then) [Department 17], the heads of the City Council's [Agency 10] and [Monies] Committee and two more "at large" members to dispense [Program 5] to developers and some community groups for building structures.

Specific Responsibilities:

City Contracts:

First, as you explained above, the City and [XYZ] have a [Department 3] Contract. You said that you were not involved in formulating, executing or supervising the [Department 3] Contract or any amendments to it. While you were at the City, [Department 3] asked if you would allow its Project P initiative to interact with [Department 1]'s automated system (making its management of staffing or purchasing, ordering, delivery and payment easier than using the [Department 1] book), as [Department 1]'s system has the ability to monitor various steps - through [Department 1]'s line items - in a department's activities, but you declined. Second, when explaining your awarding of

grants, including [EFGH] or tax credits, you stated that you were not involved in any contracts, *e.g.*, you might approve [EFGH] money for the YMCA, but it would have its own contract as to use of the funds with the (now) City's [Department 16], in which you were not involved (you were unsure of the contracts' procedure associated with tax credits). Third, for [Department 3], or any department, you said you attempted to ensure the ease of the entire grant process - obtaining monies, allocating it to a department, processing it within a department for its particular initiative, then to a delegate agency, then [Employee] accounting - more efficiently until the "close out," when the grant money has been spent and the City accounted to the source, *e.g.*, HUD, for the City's expenditures. You accomplished this by assembling the right people "at the table," communicating, making sure each knew what the other was doing, *e.g.*, the [Department 8] knows it is dealing with a grant-funding hiring position (because if the department is dilatory it will have to return the money); in addition, you ensured grant writers used best practices so that an audit, occurring near the end of the close out procedure, would be correctly accomplished.

Fourth, you said you signed (and/or approved and/or supervised your deputy's signature/approval), as termed by you, of the "sub-agreement" (or perhaps amendment) for the changes in scope, invoicing approval, status checks on progress, and the scope of [monies] under the Master Agreement, allowing [Department 1] to implement and control that sub-agreement with [XYZ], specifically for [Department 1]'s implementation of the "performance management system." This was software called [AA Software] (upon which you presented at a City [special] meeting) - being an upgrade of the then-current [XYZ] software under the Master Agreement - which was to provide for an automated process of obtaining City-wide information from various applications, *e.g.*, Excel spreadsheets, [Mini Program], manual entries, and providing other "ties into live sources" of data into and for the benefit of [Department 1]'s software, which, then, would integrate that data (ultimately this is to become a City-wide automated system); [AA Software]'s ultimate purpose, in brief, is to systematize a large number of IT project information from throughout a large institution in order to achieve disparate goals with flexibility and cost savings. You explained that, when you joined the City, [Department 1] was already overseeing the implementation of a "performance management system," and already involving all City departments. You stated that [Department 11] brought [XYZ] in to modify the - then existing - performance management system. You further explained that, as the purpose of [AA Software] is to "encapsulate" data from elsewhere on a user-department's behalf (initially only [Department 1]'s), you personally did not while [Particular] Director, though you said your deputy did (and you may work with the City on behalf of [XYZ]), begin to "phase in" to the City [AA Software] by department, *e.g.*, [Department 10] ("[Department 10]") may be interested in light fixtures. Further, you said you believed that, under an amendment to the Master Agreement, which you said you did not formulate, execute or supervise, but under which, while you were at the City, one of your deputies began - and continues - now to work, to supervise the "roll out" of [AA Software] to other departments, which had not implemented [AA Software]. With your permission, Board staff obtained from [Department 2] the documents you denominated a "sub-agreement" and an "amendment" to verify the type of involvement of you, your deputies and [Department 1] in [XYZ]'s [AA Software] modification to [Department 1]'s existing performance management system under the Master Agreement.

Task Order

Staff first obtained Task Order (“Task Order”) xxxxyyy04-Addendum 1, Release [PO #-]23 for “Implementation of [AA Software] software for Phase 1 and Phase 2 departments. Administrative measures for all departments,” (showing a “Target project end date” of “xx/xx/xxxx”) which discloses: (i) ([Department 1]’s) review (on or about xxxxxx xx, xxxx); (ii) a copy of the xxxxxx xx, xxxx cover memorandum to [Department 4], sent also to your “Assistant [Particular] Director/Performance Management Team,” outlining (in an attached xxxxxxxx xx, xxxx memorandum) that the Task Order arises out of a request for [XYZ] work under a Statement of Work (“SOW”), acting as an amendment to a SOW issued under the Master Agreement for “implementation of the [QQ] software supplied by [House] - [AA Software]”; (iii) that the task order provides [XYZ] to work on the “City of Chicago Implementation and Support of Project Management Software”; and (iv) [XYZ]’s implementation will include 5 (other than [Department 1]) departments in Phase 1 of its work for the City under the Task Order, and a remaining 34 departments under Phase 2 of the Task Order.

Task Order II

Next, staff obtained Task Order (“Task Order II”) [PO #-]48 “Additional Management Services for PO [PO #-], Release No. 48” (showing a “Project End Date” of “xx/xx/xx”) amending the Task Order and disclosing: (i) your xxxxxxxx xx, xxxx and xxxxxxxx xx, xxxx executions of Task Order II; (ii) a copy of the cover memorandum to [Department 4] from your assistant [Particular] Director; (iii) Task Order II provides that [XYZ] “complete the automated data feeds, rollout the administrative measures to 29 City departments not currently using the tool, and rollout the CSR automated data feeds to departments not in the pilot...[as a] change to the approved task order for the Performance Management Database (Task Order #xxxxyyy2004),” being the Task Order; and (iv) a work description that includes: (a) changes to quality of data; (b) modification of scope of database; and (c) [Department 1]’s request to “leverage the work already completed on the CSR automated data feeds for the departments not included in the pilot phase.”

Task Order III

Finally, (though inapposite to its original request) staff obtained Task Order (“Task Order III”) aaaabbb1, Release [PO @@]-31 for “Creation of [Internet work]” (showing a “Target project start date” of “xx/xx/xx”) which discloses: (i) your xxxxxxxx xx, xxxx execution of Task Order III; (ii) a copy of the cover memorandum to [Department 4] sent by your assistant [Particular] Director; (iii) Task Order III provides that [XYZ] shall create “an online data room for prospective bidders for the MRRF concession lease agreement”; and (iv) that [XYZ] is “uniquely qualified for this task as they have already provided this service to the City on our previous [Agency 11] and downtown parking garage deals.”

However, you said were not personally involved, while with the City, with [AA Software] being obtained, installed, implemented or used in City departments other than [Department 1], but only in determining that, the information generated pursuant to [AA Software] used by [Department 1], helped with your City-wide efficiency management. Moreover, you said that [XYZ], without your

involvement (and you added you do not intend to work on [AA Software] without the Board's approval), is attempting to implement [AA Software] in approximately eight [sic] City departments and, thereafter, trying to do so in approximately 22 [sic] more departments (working with one of your former [Particular] deputies, who remained at the City, and who is in charge of this City initiative). Fifth, you said you were not involved in the formulation or execution of City contracts respecting [Department 3] or [Department 4], and, more specifically, the [Program 2] Contract (an ongoing non-[XYZ] contract with [Department 1] - used by [Department 1] to survey all grant potentials for the City - which contract had been executed before you came to the City). However, you said you did sign off on the invoices generated to the City from [Program 2] under its contract with the City. Sixth, while with the City, as you explained above, you were directly involved in deciding awards of certain [EFGH] grants involving, among other things, [Department 3] initiatives, and, also, working with [Department 3] in attempting to foster better management and control of the grant process in [Department 3]. You said that with [XYZ], your work with [Department 3] will be under its grant management Project P initiative, which will be in the nature of customer service and client satisfaction, determining whether [XYZ]'s business analysts are working well with [Department 3], and whether [XYZ]'s software provided for Project P is working well; however, you said you will do no actual work on the software or supervising anyone at the City on Project P. Seventh, you explained to Board staff that, although you did not remember the names of all the contracts, you said you that, while at [Department 1], you signed contracts for, was involved with conflicts about or paid bills for the City in connection with: tech phone requests; federal and state fund grant requests; the organization of [MNOP] (travel around the world to show why Chicago should be a global business center); the project [QRST] (which had a [monies] line item); the [UVWX] (paying bills for [Department 1]'s delegate agency); signing off contracts approving [Department 2]'s use of out-of-state contracts, e.g., use New York City's contract forms, and, further, performing the same duty so that [Department 2] would be able to use "special" contracts; GPS installation in [vehicle] cars; the [Special Contract] ([technology]) City contract; City [concessions] for City employees; and Chicago's [YZ].

City Activities:

You explained your City actions related to [XYZ]. First, as to [Department 3], the Commissioner and a Deputy would speak with you about the status of Project P. However, you further explained that for any major departmental project, you were in communication with departments, usually the Commissioner, if the project affected its or the City's [resources], hurt its or the City's expenses or affected the performance management initiative [Department 1] supervised (communication on the latter could have been through your deputy). Whether with [Department 3], or any department, you would attempt to control projects through withdrawing funds, or diplomatically forcing employees from stakeholder departments to communicate and find resolutions, e.g. [Department 3] and [Department 8]. You said, in the latter, you functioned as a facilitator. You also would attempt to help find grant money, if it would help a departmental initiative. Further, as to [Department 3], during one or more of your performance management sessions with [Department 3] regarding [Department 3]'s annual [monies] reviews, you spoke with [Department 3] about [XYZ]'s Project P for [Department 3] (the on-going software to better manage grants as well as the finance system

at [Department 3]) and, also, its link with FMPS (the City's check book system). In addition, while you were with the City, working with [Department 3], you addressed [Program 1], which is a City automated billing system (put in place before your time with the City), as well as the "fix" to that system that was provided by [XYZ] to the [Program 1] system, which contains the billing system from the City to many of [Department 3]'s clients, *e.g.*, a [special] [Department 3] person, replacing the old system wherein [Department 3]'s intake person obtained information and sent bills to [Program 6] or [Program 7], and, further, changing that manual procedure through [Program 1] to a faster electronic system; however, you said that [Department 3]'s clerks were not using it right, so it would not work right. Accordingly, billing was "kicked back" about 6-8 months. Therefore, you explained that your role in the City with [Department 3] was to find ways to fix the problem. You addressed this issue with [Department 4]: you/[Department 3] could start the process over, or out-source the procedure; yet, there never was (nor to your knowledge has been) an answer. You said that, though while with the City you spoke and worked with [Department 3] and [Department 4] trying to find an answer, you said that, at [XYZ], you are no longer involved in this endeavor because [XYZ] has an account manager on that initiative. Second, except for evaluating the conflict respecting the red-light camera RFP controversy, you were not involved in RFPs at all, although your staff may have been. You would not have known about them because there always was someone else involved in RFPs from [Department 1]. Your staff did not report to you on RFPs unless it was important, like the [Special Contract] matter, or time and attendance, but you had no involvement with any [XYZ] RFPs. Although while you were at the City [XYZ] and [Department 2] approached you on City funding respecting a project management system and a [Department 2] tracking system for minority contracts, you referred [XYZ] to the [ABCD]; in neither of those cases were contracts awarded to [XYZ].

You explained that the genesis and purpose of the [ABCD] (referred-to above) comprising representatives from [Department 11], [Department 1] and [Department 4], was a 2005 [Employee A]'s idea for a board to be used as an annual management rationalization method of IT projects across the City, instead of allowing each department to do what it wanted. You said you only attended one meeting, and on behalf of the [Department 18], for 15 minutes, presented an IT list for Revenue on "x, y or z, and here's why." You explained that when these meetings are over, the attendees then rank the projects using various criteria, including whether it [Department 19]'s fit certain parameters such as return-on-investment, current IT architecture, City priorities and then complete a review of [Department 1]'s numbers, which has a certain amount of [resources] available for the City's IT work, *e.g.*, [fund], and, taking that amount, it would rank and finally approve a priority list of IT projects. You stated that while with [XYZ] you have never communicated with [ABCD] and would not; you said that you will, as part of attempting to obtain City business, only communicate with City departments that might present an [XYZ] project to [ABCD]. When [ABCD] was finished with its procedure, then projects would be sent to [Department 4] and to the City's [Special Office], which, if ever implemented, would probably reside in the [Department 11].

Finally, you said you were involved with the [Special Project] ("[RJS]"). This project began when [Large] Company gave [an amount] to the City's [Department 19] ("[Department 19]") to

rehabilitate a portion in the [known] area of Chicago for an environmental museum/convention center. By mid-xxxx the cost was [sources] and [Department 19] did not have that much money. You said you became involved in a series of City and private sector meetings in which a public-private partnership method was discussed to fund the project, a method not normally used by the City. In addition, you said you were involved in suggesting ways that one of the private parties could continue its involvement in this project, but not under the master agreement it already had with the City. You stated that the project has not yet gone forward (one reason is because one of the private parties wanted an indemnity from the City), though [Department 19] continues to desire it. You said you would become involved with this project if [XYZ] were to obtain a contract to provide a supervisor and/or project manager to [Department 19], supervising the consultant to [Department 19] so the consultant would understand how to do the project in light of the City's needs.

LAW AND ANALYSIS: Post-Employment. Section 2-156-100(b), "Post-Employment Restrictions," of the Ordinance states, in relevant part:

No former...employee shall, for a period of one year after the termination of the employee's...employment, assist or represent any person in any business transaction involving the City or any of its agencies, if the official or employee participated personally and substantially in the subject matter of the transaction during his term of...employment; provided, that if the...employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

Permanent Prohibition: As noted, under the Ordinance, a former City employee is permanently prohibited from assisting or representing any person on a contract if he or she exercised "contract management authority" over that contract while employed by the City. "Contract management authority," is defined in Ordinance Section 2-156-010(g), and

means personal involvement in or direct supervisory responsibility for the formulation or execution of a City contract, including without limitation the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.

[AA Software]

As [Particular] Director, one of your chief responsibilities was to supervise the City's performance management initiative through [Department 1]'s own performance management tools. Upon assuming this responsibility, you managed both [Department 1]'s extant soon-to-be-automated performance management tools and [Department 1]'s existing [AA Software] software (gathering data from other departments). After becoming [Particular] Director, you (i) performed, or supervised [Department 1]'s deputies in, these tasks (which included [Department 1]'s use of [AA Software] and its implementation to other departments), including the use of [AA Software], software that was provided or enhanced by [XYZ] pursuant to the Task Order, under a contract it already had in place

to aid [Department 1] under the Master Agreement, and you also met once or twice with [XYZ] on [AA Software]; and (ii) thereafter, you signed Task Order II, which supplemented the Task Order (which you did not sign), which Task Order authorized [XYZ] for the “Implementation of [AA Software] software for Phase 1 and Phase 2 departments. Administrative measures for all departments,” while Task Order II authorized [XYZ] for “Additional Management Services for PO [PO ##], Release No. 48.”

[AA Software] and Other Departments

In relation to your work under the Task Order and Task Order II, and with [AA Software], you said that one of your deputies was already working, when you began your job, to “phase in” [AA Software] in other departments (demonstrated by [Department 1]’s approval of the Task Order and your deputy being copied under the title “Performance Management Team” on the Task Order’s cover memorandum); you used the already existing [AA Software], garnering data from other departments; you met with [XYZ] once or twice on [AA Software]; and you executed Task Order II, specifically amending the Task Order to implement [AA Software] in departments in addition to [Department 1] and, under which Task Order II, you said your deputy continues the task of [AA Software] implementation in other departments, citing several departments who have completed that task.

As [Particular] Director, you had overall and often ultimate responsibility for a broad variety of the City’s financial (and occasionally non-financial) operations and its performance management system (initially not automated, and thereafter automated through [AA Software]).

Based upon these facts and the facts above enumerating your broad City responsibilities and involvement with [AA Software], the Board concludes that you exercised contract management authority in connection with the “roll out” of [AA Software] to other City departments as well as its implementation in [Department 1], and also [Department 1]’s use of [AA Software], under the Master Agreement, Task Order and Task Order II. This conclusion, however, is limited to these specific facts and as set forth in this opinion. Accordingly, the Board concludes that, under the Ordinance, you are permanently prohibited from assisting or representing anyone (including [XYZ] or its clients) with respect to the: (a) Master Agreement in connection with any aspect of [AA Software]; (b) the “roll out” of [AA Software] to any City department; (c) the use or implementation of [AA Software]; (d) the Task Order; and (e) Task Order II.

Non-[AA Software] Task Order

Further, you executed Task Order III, 2007OBM1, Release [PO ##]-31, for “Creation of [Internet work].” Task Order III is a contract between the City and [XYZ] in connection with an information technology project. The Board concludes that, by executing Task Order III, you exercised contract management authority in connection with Task Order III. Accordingly, the Board concludes that, under the Ordinance, you are permanently prohibited from assisting or representing anyone (including [XYZ] or its clients) with respect to Task Order III.

Other Contracts

In addition, while [Particular] Director you had signed the agreements for, were involved with conflicts about or paid the invoices upon several City contracts (unconnected with [XYZ]), for which contracts you provided Board staff a name or general topic. You described these contracts as follows: City [tech] phone requests; [MNOP]; [QRST]; the [UVWX]; [Department 2]'s use of special/out-of-state contracts; City [vehicle] car GPS installation; City [Special Contract] [technology]; City employee [concessions]; and the [YZ]. The Board concludes that, by either executing these contracts or arranging for the City payments in performance of these contracts, you exercised contract management authority over these contracts. *See* Case No. 05022.A (nepotism case in which Board reasoned signing invoices was contract management authority). Accordingly, the Board concludes that, under the Ordinance, you are permanently prohibited from assisting or representing anyone (including [XYZ] or its clients) with respect to the above-listed contracts, or contracts that would be entered into on these topics, with which you were involved, as described by you.

One-Year Prohibition. Under the first clause of §2-156-100(b), you are, as a former City employee, prohibited for one year after leaving City service from assisting or representing any person (including [XYZ] or its clients) in any business transaction involving the City if you participated personally and substantially in the subject matter of that transaction as a City employee. Accordingly, we first assess whether there are “business transaction(s) involving the City” on which you have been or may be asked to assist [XYZ] or any third party, then their “subject matter(s),” and finally, whether you “participated personally and substantially” in those subject matter(s) during your City employment. You will be prohibited from assisting or representing any person in those transactions for one year, after leaving City employment, if: (i) they involve the City; and (ii) you participated personally and substantially in the subject matter. We approach this analysis based upon your recital of your [XYZ] activities.

Business Transaction(s) Involving the City: The first issue we address is whether the various activities on behalf of [XYZ] of which you have apprized Board staff constitute business transactions involving the City.

[EFGH] and other grants and related processes. Your [XYZ] responsibilities include work under the [Department 3] Contract in which you help ensure [Department 3] effectively obtains and manages grants. Your help would include, among other things, aid on [Department 3]'s Project P, which involves [Department 3]'s City initiative in the area of “child care,” namely, managing [Department 3]'s money for working women, and drug rehabilitation money for ex-offenders. Obtaining and managing grants to aid [Department 3]'s initiatives is a business transaction involving the City.

[Program 2] Contract. Another aid to [Department 3]’s initiative to obtain grants is [Program 2]. [Program 2]’s contract with [Department 1] allows [Department 3] to locate potential grant sources. Grant sources are integral to the function of [Department 3]. As [Program 2] would provide information on grant sources to [Department 3] pursuant to its contract with [Department 1], the [Program 2] contract is a business transaction involving the City.

[Program 1] Contract. Also under the [Department 3] Contract, the [Department 3]’s [Work] Project initiative requires a special tool, which is the [Program 1] software system. [XYZ] has been helping [Department 3] for two years in connection with the [Work] Project initiative. Accordingly, the contract allowing [Department 3] to obtain [Program 1] in order that [Department 3] advance its [Work] Project initiative is a business transaction involving the City.

Chicago [Agency 2] ([ABCD]). This City board, comprising representatives from [Department 11], [Department 1] and [Department 4], uses as an annual management rationalization method of treating IT projects across the City, instead of allowing each department to do, un-assessed, what it desires. This project - though not itself a City contract - is of such import that its purpose is clearly “directed toward City action or its parameters [were] set by the City’s role” and, accordingly, is itself a business transaction of the City. *See* Case No. 92035 at page 8 (property renovation determined to be a business transaction of the City because of City involvement).

[Special Project]. This still extant [Department 19] initiative includes a proposed partnership between the City and private parties to erect an environmental center. As the initiative involves a City department and funds, and a legal agreement with third parties for construction, it is a business transaction involving the City.

Chicago’s [Special Office]. This is one of four initiatives existing under the [Department 3] Contract. It comprises, specifically, an IT project management tool. As it exists under the [Department 3] Contract umbrella, it would be a business transaction involving the City.

The Board concludes that all of these are business transactions of the City.

Subject Matter: We next address whether you personally and substantially were involved in the subject matters of these transactions as [Particular] Director based upon your broad duties that were not specific to one project or physical location, but, rather, consisted of many tasks, specific activities and varied areas of expertise.

[EFGH] and other grants and related processes. Two of your chief responsibilities as [Particular] Director were giving grants and receiving (on behalf of the City) grants from others.

In several prior cases, the Board has applied the one-year prohibition to former employees asked to assist their new employers on work defined by specific City contracts which those employers had under City programs. Case Nos. 96001.A and 96024.A. In both cases, the board concluded that the subject matter of the transactions on which those former employees would work was the projects themselves, *i.e.*, the performance of work to complete specific projects or contractual duties under the program. Thus, grant work, being one of your chief responsibilities as [Particular] Director, in effect defines and verifies much of your description to Board staff of your City duties in the grant area and all its related processes. And supervising the performance of that responsibility is your focus at [XYZ] as it was at the City. Though your role at [XYZ] in this area entails a myriad of interactions with diverse City personnel and departments, the Board concludes that the overarching subject matter of your City performance at issue was in the grant area and related activities and processes. Thus, the subject matter of your City grant work - related to this aspect of your [XYZ] responsibilities - was the performance of diverse activities that all tended toward obtaining and managing grants for City departments. *See* 04006.A (former employee work for a not-for-profit council integrally related to City initiatives).

[Program 2] Contract. As part of your grant work while [Department 1] Director, you found that [Program 2] could provide [Department 1] various potential sources of grants. If the [Program 2] service performed positively, you would obtain, on behalf of the City, a source for one or more grants. The purpose of obtaining the [Program 2] contract and the putative result of [Department 1] having that contract was to expand your grant source network in the process of obtaining grant monies that you, as the head of [Department 1], would then grant to others as part of your City duties. Clearly, the subject matter of the [Program 2] component of your grant management activities was to obtain grant sources.

[Program 1] Contract. As part of your duties as [Particular] Director, you worked with [Department 3], with respect to billing. In connection with billing, [Department 3] addressed the implementation of City-used software entitled [Program 1]. Accordingly, one aspect of your billing work at [Department 3] was the [Program 1] contract, and thus that contract was the subject matter of the billing aspect of your work with [Department 3] as [Particular] Director.

Chicago [Agency 2] ([ABCD]). This board included one or more permanent [Department 1] members. As the board was formed to address and reach the most important of the City-wide decisions involving the City's pervasive and dominant information technology system, the subject matter of [Department 1]'s - and your - involvement in this board was the presentation, analysis and decision-making involving the information technology projects considered by the [ABCD].

[Special Project]. A prominent portion of the history of this project discloses the lack of funds. [Large] Company gave [an amount] for this project but, ultimately, the cost for the environment center rose to [sources], which monies the [Department 19] did not have. Therefore, it was evident to the City and to the [Department 19] that an alternative need be sought. An alternative involving City money on a City project necessarily involved [Department 1].

Accordingly, the subject matter respecting this project in your City position was the issue of creating or finding an alternative funding source or procedure for the project.

Chicago's [Special Office]. You said that, with [XYZ], you would work with [Department 3] under the [Department 3] Contract and the initiatives to be achieved under that contract. You included in an enumerated list of four initiatives that of the [Special Office]. In addressing your [Department 1] Director activities, you said that your job entailed working with department commissioners to ensure, among other things, that you controlled certain financial concerns and performance management. The [Special Office] initiative relates specifically to [Department 3]'s IT project management. Accordingly, the Board concludes that the subject matter of Chicago's [Special Office] in your City position was problem intervention in [Department 3] to control the advancement or cessation of this project.

It now remains for the Board to address whether you participated personally and substantially in each of these six subject matters during your City employment.

Personal and Substantial Participation in Those Subject Matters:

[EFGH] and other grants and related processes. It is clear that, during your tenure as [Particular] Director, you worked, to varying degrees, on many initiatives that directly or indirectly involved your - or your department's - obtaining, managing or giving grants representing various donors and City departments, or other grant recipients. Among other activities, you personally (or at times supervising two deputies): (i) worked under the [Program 3] project to ensure (then) [Department 13] obtained as much public money as it could; (ii) along with [Department 15] and the [Employee] "signed off" upon receipt of grant money (evidencing the City's obligations upon such receipt); (iii) "set up" the processing of money through the City's "checkbook" (FMPS), tracking of grant expenditures, processing of enabling ordinances, easing the entire grant process for departments and attempting to keep departments accurately informed of grant-use requirements; (iv) administered, shepherded, recommended-upon, approved and tracked user-department and delegate agency activities respecting HUD's [EFGH] monies, in connection with Aldermen and others, having a "hands-on" commitment and activities in your duties; and (v) performed controlling/training/upgrading of grant-writers as well as personnel management to ensure best results in obtaining, locating and properly managing grant monies once obtained. Based upon these facts, the Board concludes that you were personally and substantially involved in [EFGH] and other grants and related processes. Accordingly, the Board concludes that you are prohibited for one year, from leaving City service, from assisting or representing anyone (including [XYZ] or its clients) on any business transaction involving City [EFGH] and other City grants and related processes.

[Program 2] Contract. You said that you and [Department 1] obtained - though you did not sign - the [Program 2] contract, thus obtaining and using the [Program 2] service (obtaining grant sources). [Department 1] paid or authorized payment of the invoices for that service and contract. Your deputy would further research data from [Program 2] and send the data to a prospective grant-user department. You stated that in this aspect of your grant work as [Particular] Director, you were attempting personnel management in order to foster better grant management in your department and the City. Based upon these facts, the Board concludes that you were personally and substantially involved in the use of [Program 2] as an aspect of your duties to obtain and management grants. Accordingly, the Board concludes that you are prohibited for one year, from leaving City service, from assisting or representing anyone (including [XYZ] or its clients) on any business transaction involving the use of [Program 2] contract with [Department 1].

[Program 1] Contract. [XYZ] has been helping [Department 3] with [Work] Project under the [Department 3] Contract, using software known as [Program 1]. At [XYZ], you have been communicating with [Department 3] on this matter, trying to set up a comprehensive meeting with City people. While performing your duties with [Department 3] when you were [Department 1] Director, you worked on the [Program 1] part of [Work] Project, which software was being used to attempt to address [Department 3]'s billing problems. You were helping [Department 3] use [Program 1] to automate billing, as it was your role, working with [Department 3], to attempt to cure [Department 3]'s problem in this area. Based upon these facts, the Board concludes that you were personally and substantially involved in the use of [Program 1] as an aspect of your duties to aid [Department 3] in its billing problems under [Work] Project. Accordingly, the Board concludes that you are prohibited for one year, from leaving City service, from assisting or representing anyone (including [XYZ] or its clients) on any business transaction involving the use of the [Program 1] contract with the City.

Chicago [Agency 2] ([ABCD]). Although you said you only made one presentation as a member of this board, your office - [Department 1] - was a permanent member. Therefore, one or more [Department 1] staff person(s) were sitting for the board's meetings. As [Particular] Director, any sitting staff person would report to you about [ABCD] work. You explained that when these meetings are over, the attendees rank the projects using various criteria, including whether monies are available for the City's IT work, another [Department 1] concern. When [ABCD] would complete its task, projects would be sent to [Department 4] (and, when implemented, to the City's [Special Office]). Based upon these facts, the Board concludes that you were personally and substantially involved in the [ABCD] as an aspect of your duties as [Particular] Director. Accordingly, the Board concludes that you are prohibited for one year, from leaving City service, from assisting or representing anyone (including [XYZ] or its clients) on any business transaction involving the [ABCD] of the City.

[Special Project]. After [Department 19] lacked funds to advance this project, you became involved in a series of City and private sector meetings in which a public-private partnership method was discussed to fund the project, a method not normally used by the City. In addition, you said you were involved in suggesting ways that one of the private parties could continue its involvement in this project, but not under the master agreement it already had with the City. You stated that the project has not yet gone forward (one reason, you said, is because one of the private parties wanted an indemnity from the City), though [Department 19] desires to perform the project. Based upon these facts, the Board concludes that you were personally and substantially involved in the [Special Project] as one of your duties as [Partiucclar] Director. Accordingly, the Board concludes that you are prohibited for one year, from leaving City service, from assisting or representing anyone (including [XYZ] or its clients) on any business transaction involving the [Special Project].

Chicago's [Special Office]. Although you stated that, with [XYZ], you may become involved in the software associated with the IT project management involved with [Department 3] or the City that includes the use of Chicago's [Special Office], you also said that such concept has not been implemented. Based upon these facts, the Board concludes you were not personally and substantially involved in Chicago's [Special Office]. Accordingly, the Board concludes that you are not subject to the Ordinance's one year prohibition with respect to any business transaction involving Chicago's [Special Office].

The Board cautions you that this opinion has not addressed specific matters, activities, contracts or projects other than those identified and discussed in the opinion's body. The Board advises you to contact this office for specific guidance if you are asked to render assistance to anyone on anything not, in your judgment, addressed in this opinion.

OTHER RELEVANT ORDINANCE PROVISIONS:

LOBBYING:

Section 2-156-210 et seq. (Lobbyist Registration). You stated that you expect to represent [XYZ] in communications with City officials and employees as part of your duties to advance your business development opportunities. Article 3 of the Governmental Ethics Ordinance, Section 2-156-210 *et seq.*, regulates lobbying of City employees and officials and requires lobbyists to register and file semi-annual activity reports with the Board of Ethics. The term "lobbyist" is defined in relevant part at Section 2-156-010(p) of the Ordinance as "*any person who, on behalf of any person other than himself, or as any part of his duties as an employee of another, undertakes to influence any [City] legislative or administrative action...*" Please be advised that it is highly likely you would be deemed to be a lobbyist under the Ordinance if you engage in conduct on behalf of [XYZ] as aforesaid, and thus you will likely need to register as a lobbyist.

CONFIDENTIAL INFORMATION: The Board also brings to your attention Governmental Ethics Ordinance Section 2-156-070, entitled “Use or Disclosure of Confidential Information.” This section prohibits you, as a former City employee, from using or revealing confidential information you acquired through your City employment. Confidential Information, for purposes of this Section, means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended.

DETERMINATIONS:

Based on the Board’s analysis of the facts presented under the Ordinance, the Board determines that the post-employment provisions of the Ordinance prohibit you:

(i) for a period of one year from the date you left City service, that is, until xxxxxx xx, xxxx, from assisting or representing any person, other than the City (including [XYZ] or its clients), with respect to:

- City [EFGH], other grants, and all grant-related processes;
- the [Program 2] contract with [Department 1];
- the [Program 1] contract with the City;
- the City [ABCD]; and
- the [Special Project]; and

(ii) permanently from assisting or representing any person, other than the City (including [XYZ] or its clients), with respect to:

- Task Order respecting the [AA Software] contract with [XYZ] for “Implementation of [AA Software] software”;
- Task Order II respecting [AA Software] contract with [XYZ] for “Additional Management Services for PO [PO ##], Release No. 48”;
- Task Order III 2007OBM1, Release [PO ##]-31, for “Creation of [Internet work]”;
- the Master Agreement in connection with any aspect of [AA Software], including the “roll out” of [AA Software] to, or the use or implementation of [AA Software] by, any City department; and
- all contracts denominated as or topics involving the following: City [tech] phone requests; [MNOP]; [QRST]; the [UVWX]; [Department 2]’s use of special/out-of-state contracts; City [vehicle] car GPS installation; City [Special Contract] [technology]; City employee [concessions]; and the [YZ].

The Board also advises you to observe the lobbying provisions of the Ordinance, as applicable. Further, the Board determines that, under the Ordinance, you are not subject to any limitations in working on the Chicago [Special Office].

Our determinations do not necessarily dispose of all the issues relevant to your situation, but are based solely on the application of the Ordinance to the facts stated in this opinion. If those facts are incomplete or incorrect, please notify us immediately, as any change may alter our opinion. Other laws or rules may also apply to your situation. We note that any City department may adopt restrictions that are more stringent than those imposed by the Ordinance.

RELIANCE: This opinion may only be relied upon by any person involved in the specific transaction or activity with respect to which this opinion is rendered.

Miguel A. Ruiz
Chair