



**ADVISORY OPINION  
CASE NO. 92034.A  
POST-CITY EMPLOYMENT**

City of Chicago  
Richard M. Daley, Mayor

To: [REDACTED]

Date: [REDACTED]

**Board of Ethics**

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On [REDACTED], the Board office received your written request for an advisory opinion about your post-City employment. You are the former [REDACTED] of [REDACTED] at O'Hare International Airport. You asked if your new employment as [REDACTED] of Co. X [REDACTED]

[REDACTED] ( [REDACTED] ), a consortium of airline carriers that is responsible for the airline operating systems in Terminal Y, is prohibited by the Governmental Ethics Ordinance. After reviewing the facts presented, the Board determines that your post-employment activities with Co. X [REDACTED] are not prohibited by the Ethics Ordinance. The facts as presented to us are as follows.

**FACTS:** You were employed by the City from [REDACTED] to [REDACTED] in two positions at O'Hare International Airport. From [REDACTED] to [REDACTED] you were [REDACTED] at O'Hare. In that capacity, you conducted weekly meetings with staff to review operations of the airfield and terminals, including airfield operations, snow removal, vehicle maintenance, airport communications, cargo operations and international terminal 4 operations. From [REDACTED] to [REDACTED] you assumed additional responsibilities as [REDACTED] of [REDACTED]. Your duties included airport safety and security, landside operations, and overall operation and maintenance of the terminal facilities. You stated that your primary responsibilities in this position had to do with the day to day operation of the airfield, rather than involvement in any ongoing projects at the airport.

On [REDACTED], you began your post-employment with Co. X [REDACTED]. This corporation was formed by the consortium of [REDACTED] airline carriers to purchase the equipment for the support systems those airlines will be using in Terminal Y, [REDACTED]



[REDACTED]. These support systems include those inside the terminal, such as baggage conveyors, display boards, and passenger loading bridges, as well as those that support the aircraft, such as hydrant fueling systems, ground power systems, water systems, and docking equipment.

[REDACTED] Co. X [REDACTED] entered into an operating agreement with the City on [REDACTED] under which Co. X [REDACTED] would purchase and manage the equipment to be used in Terminal Y. This agreement, which was signed prior to your City employment, included the provision for the appointment of a [REDACTED] for [REDACTED]. In conversations with Board staff, you said you had no involvement in this agreement, including oversight of Co. X's [REDACTED] performance, during your City tenure.

As [REDACTED], you said your responsibility will be to develop policies for the airline personnel to follow in operating the equipment purchased by Co. X [REDACTED]. You said you will be dealing directly with airline personnel and not with City employees. (At this time, Co. X [REDACTED] itself has no staff positions other than that of [REDACTED].)

You told us that in neither City position were you involved in policy-making decisions relating to Co. X [REDACTED] activities. In your letter to the Board, you said the only decision you made during your City tenure that had any effect on Co. X [REDACTED] operations was in regard to door-locking procedures in Terminal Y, which only affected the type of key used on Co. X's [REDACTED] office doors. In general, you said you did not have duties relating to Terminal Y.

Your letter also states that you attended a meeting held on [REDACTED] at which City employees discussed a draft agreement between Co. X [REDACTED] and the City for a shared communications system in Terminal Y. This agreement was initiated prior to your employment with the City and, to the best of your knowledge, still has not been finalized. You expect to work with this system in your capacity as [REDACTED] of Co. X [REDACTED], if the agreement is finalized. You explained that the airline carriers must share gates in Terminal Y, thus necessitating a separate communications system that must be shared by all the carriers. You told Board staff that the [REDACTED] meeting was for City employees only; no Co. X [REDACTED] representatives were present. At that meeting, you said you listened to the discussion but did not otherwise participate in it because you had been employed in your City position only five weeks at that time and had no knowledge about the system under discussion. You said you had no substantial involvement or decision-making authority in

relation to this agreement during your City tenure: your only involvement in it was your attendance at the [REDACTED] meeting.

Prior to your [REDACTED] employment with the City, you had worked for 18 years in airline operations. Most of that time you spent in a variety of positions with [REDACTED], including manager of cargo and station manager. You also served as [REDACTED] of [REDACTED] and [REDACTED] of [REDACTED].

Attached to your letter was a copy of a letter dated [REDACTED] from Mr. Z [REDACTED] of your former Department, to Mr. [REDACTED] of Co. X [REDACTED], stating that the [REDACTED] Department has no objections to your post-City employment with the consortium. Mr. Z [REDACTED] also wrote a separate letter to the Board dated [REDACTED] saying that he agrees with the description of your City duties and responsibilities that was contained in your letter to the Board.

**LAW AND ANALYSIS:** The sections of the Ethics Ordinance relevant to this case are 2-156-100(b) of the "Post-employment Restrictions," and 2-156-070, entitled "Use or Disclosure of Confidential Information."

Post-Employment Restrictions

Section 2-156-100(b) states:

No former official or employee shall, for a period of one year after the termination of the official's or employee's term of office or 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 office or employment; provided, that if the official or employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

Section 2-156-010(g) defines "contract management authority:"

"Contract management authority" 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.

According to these sections, a former City official or employee is subject to two restrictions on employment after leaving City service: a one-year prohibition and a permanent prohibition. A former City official or employee is prohibited for one year after leaving City service from assisting or representing any person in a business transaction involving the City if while a City employee he or she participated personally and substantially in the subject matter of that transaction. Under the permanent prohibition, a former City employee is permanently prohibited from assisting or representing any person in a particular business transaction involving the City if while a City employee, he or she exercised "contract management authority," as defined above, with respect to the particular transaction. See case number 92010.A; p. 3.

You told us you did not have any decision-making authority in your City positions over any of the projects with which Co. X is involved, including the consortium's operating agreement with the City signed in 1990 and its draft agreement with the City for the shared communications system in Terminal Y. Therefore, it is the Board's opinion that the permanent prohibition does not apply to the facts in this case. The following analysis applies to the application of the one-year restriction to your situation.

As Co. X of Co. X, you will be responsible for developing policies to be used by airline personnel who will be working with the equipment purchased by the consortium for airline operations in Terminal Y.

In your City positions, your primary responsibilities had to do with the day to day operation of the O'Hare airfield, including airport safety and security, landside operations, and overall operation and maintenance of the terminal facilities. You were not involved in ongoing projects at the airport, or in the oversight of operations at Terminal Y. You also explained that the kind of systems management you did in your City job was different from what you are performing for Co. X. Airlines have their own designated space in the airport terminals and are responsible for the operation and management of their own equipment--the same kind of equipment with which you will be working for Co. X. As a City official, you were responsible for the general airport facilities, and became involved in the airlines' designated space only when it was necessary to repair or maintain the airport facilities in those areas, such as the

sprinkler system, temperature control equipment, or water lines.

Co. X's [REDACTED] operating agreement with the City was signed before you began your City employment and you had no involvement in this agreement or in Co. X's [REDACTED] performance relative to that agreement as long as you were employed with the City. You said you were not involved in any policy-making decisions relating to Co. X [REDACTED] activities in either of your City positions.

As [REDACTED] of Co. X [REDACTED], you expect to work with the shared communications system proposed for Terminal Y. However, it is clear from the Board staff's conversations with you that your attendance at the City meeting in [REDACTED] at which this proposal was discussed does not constitute substantial involvement in the project for the purposes of section 2-156-100(b) of the Ordinance. The proposed agreement was initiated prior to your employment with the City, and you did not actively participate in the discussion about this project then or at any time during your City tenure.

It is the Board's opinion that you did not participate personally and substantially in the management of airline operating systems in Terminal Y during your tenure as a City employee. Therefore, the one-year post-employment restriction of the Ethics Ordinance does not prohibit you from performing the duties as [REDACTED] of Co. X [REDACTED] as you have described them to us.

#### Use or Disclosure of Confidential Information

In addition to the post-employment provisions above, section 2-156-070 of the Ordinance, governing the use of confidential information, also applies to former City employees. This section states:

No current or former official or employee shall use or disclose other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment.

This provision prohibits current and former officials and employees from revealing confidential information they may have acquired during the course of their City jobs.

You told Board staff that you would not be called upon in your position with Co. X [REDACTED] to use any information you have gained by virtue of your City job that is not otherwise publicly

available. It is the Board's opinion that this provision of the Ordinance does not prohibit you from performing the activities of [REDACTED] of Co. X [REDACTED].

**CONCLUSION AND DETERMINATION:** It is the Board's determination that your performance of the duties of the [REDACTED] of Co. X [REDACTED], as described in this opinion, is not prohibited by the Governmental Ethics Ordinance. Our determination in this case is based on the application of the City's Governmental Ethics Ordinance to the facts stated in this opinion. It is not applicable to any other rules or laws that may be relevant. If the facts presented in this opinion are incorrect or incomplete, please notify the Board immediately, as any change in the facts may alter our decision.

Thank you again for bringing this matter to our attention. If you have any further questions, please contact us.

*Catherine M. Ryan*  
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Catherine M. Ryan  
Chair