

**Advisory Opinion**  
**Mr. Dan, Post Employment**  
**Case No. 05036.A**  
**September 14, 2005**

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On xxxx 30, 2005, you asked the Board to address whether and how you, a former employee in the City's Department of Public Health ("Health"), would be limited by the post-employment provisions of the City's Governmental Ethics Ordinance. Since xxxxx 14, 2005, you have been employed by A Laboratories ("A"). A is consummating a contract between itself and the City's Office of E ("E"), and, on which initiative, you would work on projects involving the mandates of the Federal Department of Homeland Security ("DHS") implemented by E.

On xxxxx 6, 2005 and xxxx 11, 2005, you were interviewed by Board staff, and you gave permission to staff to communicate with and obtain facts from Chris, your supervisor at Health, and from Hew, your supervisor at A. Staff's interviews focused upon your City position, the E Contract and the tasks A has assigned, and intends to assign, you as its employee.

Based upon the facts adduced during these interviews, and relevant law, the Board has determined that the Ordinance prohibits you, for one year from the date you left City employment, that is, until xxxxxx 11, 2006, from assisting A, or any other party, on any business transactions that include the E Contract or any of the City's initiatives in crisis management, in the fields of public health and welfare, whether a natural or man-made crisis.

**FACTS: Background.** You graduated from P College in 19xx with a B.A. in history and from A College with an M.A. in Public Administration in 19xx.

City Service. You started working for the City in October 19xx as Director of Planning, Research and Development for Health. You held that position until you left City service on xxxxx 11, 2005. Your primary responsibilities were: (i) grant writing to obtain federal funds for certain Health initiatives, which you characterized as complex; (ii) monitoring delivery to you of various components of the grant proposal, including overseeing that other sections of the grant proposal, written by others, were accurate; and (iii) writing plans for City responses to certain emergency situations, most notably, bio-terrorism.

There were many Health initiatives for which you wrote grants, including immunization, tuberculosis and bio-terrorism. Though your title remained the same, upon your 20xx promotion, and until you departed City service on xxxxx 11, 2005, you focused more on bio-terrorism. More specifically, you focused on writing response plans for the City in the case of a bio-terrorist attack. However the crisis plans you wrote varied from generic hazards to specific, *e.g.*, an epidemiological outbreak using collaboration to coordinate with other jurisdictions' health departments, and other City departments, including E. You also authored the annual revision of an "annex," which were the updated public agency collaborative crisis plans.

During 20xx, when your supervisor was Dr. D, you wrote the grant for, and you and others in Health reviewed, a software tool -- and the license to obtain it -- developed by A called variously M or SM ("emergency response synchronization matrix"), which is a software planning tool allowing myriad facts in graphic form involving any task, including any crisis, to be inputted, manipulated and queried so that reports, action plans and measurable responses could be produced. A granted eight licenses to Health, but you were the primary trainee and user upon your completion of training. You continued to use SM in your City crisis response plan writing. You communicated with others in the City on the use of SM for various tasks. Through its use, you were able, literally and/or virtually, to interface with other City departments, non-City public agencies and private institutions in developing forcibly complex and realistic emergency response plans for Health. These plans included multiple factors, most importantly, multiple governmental agencies and multiple simultaneous crises. The resultant work product demonstrated how and when all entities (particularly public agencies) should act with each other, and alone, in a litany of crisis scenarios, *e.g.*, what public agencies do in an outbreak of smallpox, meningitis, *etc.*

During the latter period of your City career, one person reported to you and you reported to Chris at Health. As a senior person, you occasionally represented the City at meetings or conferences relevant to your job, but not at any type of hearing, and you served on several City committees that required your expertise. For a time, and in order to facilitate a specific seminar, you supervised a coordinator who was responsible for Health hosting other jurisdictions' health departments. Other than the review of the SM license, you were not involved during your City tenure in the specifications, negotiation, award, letting or supervision of any contract the City had with any of its vendors. During your City tenure, once completed, you gave all your completed grant proposals and your proposed Health emergency response plans to your supervisor.

A Laboratories. A is owned by the XYZ and operated by the University of Z. Since beginning at A on xxxxx 14, 2005, using your expertise, research knowledge, and various means and tools, including SM, primarily you train public agency personnel to use SM in urban preparedness and in responding to diverse emergencies. This training involves SM, workshops, "table top" walk-throughs of emergency situations and your observations of emergency exercises performed by one or more public agencies. The focus of your training is to integrate various public agencies so that, in a multiple emergency

scenario, they will act effectively in concert. Your training encompasses a variety of emergencies, though your expertise is in public health.

Although you have other responsibilities at A, and serve on an Illinois task force related to terrorism, you have trained many clients in crisis management, among them have been the U.S. Y, Q County NV, s MA, the State of L and Los V. In the SM portion of your training, you teach the client or clients (i) whether the agencies' emergency plans coexist or conflict; (ii) whether the plans meet mission areas designated by DHS, *e.g.*, public protection during a bio-event; (iii) what agency is performing or required to perform an "action" during an emergency response; and (iv) acceptability of response times. Thereafter, with the client, you determine whether other teaching procedures should be implemented, such as a "table top" crisis exercise.

A as City Vendor. A and E are attempting to finalize a contract. If the contract is consummated, it is likely you will work on it. Your main work will be to train E personnel in a manner similar to that which you have done for other A clients. E desires to obtain this training as technical assistance ("TA") from A pursuant to funding from DHS in five crisis areas: (i) nuclear; (ii) explosives; (iii) biological; (iv) chemical; and (v) radiological. TA will continue to address problems you faced at the City and in your current training initiatives (often requiring, for instance, "table top" exercises). Problems include: What agency reacts? Who in the agency? What notices are given to another agency or jurisdiction about an action taken, and to, and from, whom? What is the response time? Who makes critical public protection decisions, and communicates the decision to the public? How should television be used, and by whom? In order to be more effective, TA specially addresses these concerns in that the training focuses much on methods that are used to train. This is so because of the complexity in training caused by the DHS' five crisis areas and, additionally, the need for clear coordination between many jurisdictions and agencies reacting to multiple, simultaneous terrorist attacks. TA begins with you talking with your "community" (primarily E personnel, but other departments, *etc.*, may be included) to obtain data and set up comfortable dialog. Thereafter, for about two months, you have a client work schedule beginning with an exchange of expectations, then a kickoff for the initiative and then SM training. Next, for about four months, there are typically workshops you would have with E (and possible other departments, agencies and government jurisdictions, *e.g.*, C \_\_\_ County). Finally, there are mutual decisions made between E and you about "table top" or other crisis exercises. Throughout training, you will use SM.

**LAW, ANALYSIS AND DETERMINATIONS:**

As you were advised during your discussion with Board staff, Section 2-156-100 of the City's Governmental Ethics Ordinance, entitled "Post-Employment Restrictions," contains the relevant portion of the Ordinance, Section 2-156-100(b), which 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.**

Under this provision, you are, as a former City employee, prohibited for one year after leaving City service from assisting or representing any person in a business transaction involving the City if, during your City service, you participated personally and substantially in the subject matter of that transaction, and, if you exercised management authority over a contract, you are permanently prohibited from assisting any person in a business transaction involving the City on that contract.

Based on the facts you, Chris and Mr. Hew presented, and on staff's review of your City responsibilities, you did not draft specifications for, negotiate, let, award or supervise any contracts between Health and any City vendor. Accordingly, the Board concludes you did not exercise contract management authority under Section 2-156-100(b). Therefore, the Board determines you are not permanently prohibited from participating in the E Contract or other City contracts.

Accordingly, we address the one-year prohibition. In your City service with Health, one of your primary activities was to draft crisis response plans. Initially, you focused upon bio-terrorism, but, thereafter, you drafted a spectrum of crisis response plans. These plans ranged from the very general to the very specific. In the latter, you drafted plans that coordinated City departments, including E, and other jurisdictions' health departments. In 20xx, you began using the SM software tool in drafting those plans because SM facilitated creating, monitoring and then solving crisis scenarios involving multiple public and private agencies, departments within them and divergent simultaneous emergencies. Based on the facts you and Chris presented, and on staff's review of your City responsibilities, the Board concludes that you were personally and substantially involved, while at Health, in drafting divergent crisis management plans - whether the crisis was naturally caused or not - in the health and welfare areas. Therefore, the Board determines that you are prohibited, for one year from the date you left City employment, that is, until xxxxx 11, 2006,

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from assisting A (or any other person) on any business transactions that include the E Contract or any of the City's initiatives in crisis management, in the fields of public health and welfare, whether a natural or man-made crisis.

Further, we advise you that Section 2-156-070, "Use or Disclosure of Confidential Information," prohibits you, as a former City employee, from using or revealing confidential information acquired through your City employment. Confidential Information, for purposes of this section, means information that may not be obtained under the Illinois Freedom of Information Act, as amended.

Our determinations do not necessarily dispose of all issues relevant to this situation, but are based solely on the application of the City's Governmental Ethics Ordinance to the facts stated in this letter. Other City rules or policies may also apply. If the facts stated are incorrect or incomplete, please notify us immediately, as any change may alter those conclusions. Additionally, should the facts presented change, you should contact the Board for further review of the matter.

**RELIANCE:** This opinion may be relied upon by (i) any person involved in the specific transaction or activity with respect to which this opinion is rendered; and (ii) any person involved in any specific transaction or activity indistinguishable in all its material aspects from the transaction or activity with respect to which the opinion is rendered.

On behalf of the Board, we express our sincere appreciation of your willingness to abide by the standards embodied in the Ordinance. Please contact us with any questions.

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Darryl L. DePriest  
Chair