

From: Ferguson, Boyd
Sent: Thursday, May 14, 2009 11:31 AM
To: Peterson, Max
Cc: Rutan, Ed
Subject: RE: 700 South - 2800 West to 5600 West street design

Mr. Peterson:

The City Attorney's Office has reviewed your email below and concludes that you are not in violation of the City's conflict of interest ordinance (Salt Lake City Code Chapter 2.44) with respect to this matter.

City Code § 2.44.040 prohibits you from corruptly using your official position to further the personal, financial, or professional interest or yourself or someone else. Also, § 2.44.130 bars you from participating directly or indirectly in making, recommending, preparing, or performing a discretionary function with respect to a contract (including a procurement contract) when you have actual knowledge that you or your relative has a financial interest pertaining to that contract (or has a financial interest in a business entity that has a financial interest pertaining to that contract).

In this case you appear to have taken reasonable measures to not be involved in either the procurement or administration of this contract and to avoid influencing the contract. Consequently, we conclude that you have not violated those specific sections of the conflict of interest ordinance or any other relevant provisions.

Boyd Ferguson
Senior City Attorney

From: Peterson, Max
Sent: Tuesday, May 12, 2009 4:11 PM
To: Ferguson, Boyd
Cc: Harrison, Joel; Naser, John; Graham, Rick
Subject: 700 South - 2800 West to 5600 West street design

Boyd,

As we discussed this morning the City consultant selection committee selected Project Engineering Consultants (PEC) as the engineering firm to design the subject street improvement project. The selection committee consisted of John Naser and John Coyle from Engineering, Kevin Young from City Transportation, Chuck Call from Public Utilities and Renne Zollinger from Management Services. The engineering consultant selected for the design contract is a company that my son in law, Gary Horton, is one of the owners. He oversees the Utah office with other company owners at locations outside of Utah. Joel Harrison managed the consultant selection process. Once Joel informed me that PEC had submitted I had no involvement in any of the selection process and never looked at any documents submitted that were used in the evaluation process and the interview to select the consultant. I had no influence on anyone on the committee in the decision making process. Project Engineering Consultants were ranked number one by four of the five committee members. Some of the committee members had no idea the Gary Horton is my son in law until after the firms were ranked and it was revealed by one of the committee members.

I have informed Joel and John Naser that I will have no involvement in contract negotiations, contract payments, contract changes and decisions that affects contract price and scope. I have discussed this with Rick Graham and have asked him to sign the contract. John Naser will sign the contract payment approval for the City.

Do I need to take any other actions than what is discussed above to maintain separation from the contract and having any influence concerning price and scope?

Max