



MONTGOMERY COUNTY ETHICS COMMISSION

March 21, 2023
Waiver 23-03-005

John Riehl recently retired from his position as Chief of the Traffic Management Division on December 31, 2022, after 34 years of County employment. He began working for the Montgomery County Department of Transportation (MCDOT) in 1988 and was part of the team of frontline innovators that developed the County's nationally recognized Advanced Transportation Management System (ATMS). This team focused on how to maximize and harness the power of the traffic signal system in Montgomery County.

Mr. Riehl wishes to gain employment with Mead & Hunt, a national full-service architectural and engineering firm which has established contracts in the metro area concerning advanced traffic signal systems. Mead & Hunt was the MCDOT 's contractor on its Engineering Services Contract numbered 1069764-1, which went into effect on February 16, 2018, and expired on February 15, 2023. Pursuant to this contract, Mead & Hunt provided consulting services to the County directly related to transportation management, including the timing of traffic signals, coordination plans, special event traffic control review, signal design, and keeping projects regarding equipment deployment and integration moving forward.

As Chief of the Traffic Management Division, Mr. Riehl managed 50 employees. His duties included day-to-day operational and programmatic oversight over the Traffic Management Center (TMC) operations, signal shop, signal engineering, ATMS engineering, computer systems support, a stock inventory system, personnel management, and program management of four different Capital Improvement Projects. With such a large workforce with diverse functions spread over multiple locations, the engineering, supervisors, and senior IT staff in the division performed the project management functions on the contracts and individual tasks. Mr. Riehl's functions regarding the Engineering Services contract with Mead & Hunt included supervision of the staff's day-to-day project management functions, providing second signature on any invoice over \$10,000 (for this contract, an average of 2 invoices per month), and signing off on purchase order requests (for this contract, an average of 3 per year).

Mr. Riehl was advised by the counsel to the Ethics Commission that his involvement in Mead & Hunt contract matters would likely be deemed by the Ethics Commission to constitute "significant participation" in contract matters. If so, Mr. Riehl would be subject to the one-year bar of 19A-13(b) on County employees entering into an employment arrangement with any person or business if the employee significantly participated during the previous three years in

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a procurement or other contractual activity with the person or business. Also, were Mr. Riehl to provide any assistance to Mead & Hunt with respect to its contract with the County – or any follow-on contract deemed to be the same matter as Engineering Services Contract 1069764-1 – he would be at risk of violation of the permanent bar of 19A-13(a). This restriction prohibits a former employee from working on or assisting any party, other than a County agency, with respect to a specific matter if the employee significantly worked on the matter as a public employee.

Mr. Riehl seeks from the Ethics Commission a waiver of the one-year bar of 19A-13(b) so that he may be employed by Mead & Hunt and work on tasks that are unrelated to Mead & Hunt's contract with the county. Mr. Riehl recognizes that the permanent bar of 19A-13(a) may not be waived.

Mr. Riehl submits that he has a very specific skill set in the ATMS field. He states that there are a limited number of people with practical experience and an even smaller number of local engineering firms specializing in the transportation management ATMS niche. As a result, employment options for him now that he has left County service are limited. He states he is unaware of other consulting firms providing similar work in the traffic signal operations and incident management field where he can use his skill sets in the metro area. Mr. Riehl does not believe he should have to leave the Washington metropolitan area to find work.

Mr. Riehl would like to apply his specialized skills and experience to perform work at Mead & Hunt with government bodies other than Montgomery County, such as the Maryland State Highway Administration, the District of Columbia, the City of Baltimore, and cities in other states. Each jurisdiction has its own standards and policies regarding traffic signals and transportation systems.

Mr. Riehl submits that employment with Mead & Hunt would not be a quid pro quo for work he performed while he was with Montgomery County or otherwise constitute a conflict of interest or unfair advantage to him. He also asserts that Mead & Hunt would not gain any unfair advantage regarding Montgomery County and service contracts.

Mr. Riehl states he did not leave county employment to take a position with Mead & Hunt. He posits that he retired from the County because he had already maximized benefits under the County pension system. Working for the County beyond the date of maximization of benefits is not financially incentivized under the County's Employee Retirement System for those employed before October 1, 1994.

After receiving a written request and pursuant to 19A-8(c) of the ethics law, the Commission may waive the prohibitions of Section 19A-13(b) if it finds that: (1) failing to grant the waiver may reduce the ability of the County to hire or retain highly qualified public employees; or (2) the proposed employment is not likely to create an actual conflict of interest.

Ethics Commission staff contacted Chris Conklin, the MCDOT Director, as to whether he was supportive of the waiver request. Mr. Conklin indicated that he had no reason to believe that there was a conflict of interest associated with the employment opportunity. He stated that he does not believe that Mr. Riehl's employment with the firm is a cause for concern. Further, he indicated that Mr. Riehl's area of expertise is highly specialized and his continued service in the industry is likely to be beneficial to the public, generally.

The County's ethics laws ensure public integrity with respect to County employees negotiating with or taking jobs with vendors of the County. The law's framework includes the conflict of interest prohibition in 19A-11 on a public employee working on a matter affecting an entity with which the employee has an application or is negotiating for employment; the postemployment permanent bar of 19A-13(a) on assisting anyone other than the County with respect to a specific matter that the employee significantly participated in as a public employee; and the one-year bar of 19A-13(b) on a former employee being employed by a person or entity where the public employee significantly participated in regulating or in contractual activity with the person or entity. A former employee also is prohibited from using confidential information gained while a public employee for private gain. To complement the restrictions on public employees and former public employees, vendors to the County are prohibited by the procurement integrity provisions of County procurement law at 11B-52(a) from employing or offering to employ a public employee if the duties of the public employee include significant participation in the procurement matter with the vendor.

This framework of laws is generally intended to assure that County employees are objective and impartial in the execution of their duties. More specifically, these laws are intended to prevent the real or appearance of corruption associated with the "revolving door" between government service and private entities. Dealings with vendors are not to be, in effect, one long job interview where County employees are "feathering their nests" and seeking opportunities with the very persons who are affected by the conduct of their County jobs. And the provision of 11B-52(a), applicable to vendors, is to keep them from corrupting County employees who they deal with and to prevent the vendors from inducing employees to violate the ethics provisions that are applicable to the employees. [11B-52(a) is not at issue here as Mr. Riehl is no longer an employee and there is no suggestion of any kind that any employment discussions with Mead & Hunt occurred while Mr. Riehl was employed by Montgomery County.]

Based on the facts as presented by Mr. Riehl and taking into account the views expressed by the MCDOT Director, the Ethics Commission grants a waiver of 19A-13(b) subject to Mr. Riehl not being involved in any Montgomery County government related activity on behalf of Mead & Hunt for one year from the date of his termination from County service. Mr. Riehl has a continuing obligation under 19A-13(a) prohibiting him from working on or assisting any party, other than a County agency, with respect to a specific matter where he significantly worked on the matter as a public employee. The Commission advises Mr. Riehl to obtain ethics advice from the Commission about the applicability of 19A-13(a) if, after one year from terminating

service with the County, he seeks to perform services for Mead & Hunt on any follow-on contract with the County.

For the Commission:



Bruce Romer, Chair