



TEXAS ETHICS COMMISSION



ETHICS ADVISORY OPINION NO. 446

December 13, 2002

Interpretation of the term “particular matter” for purposes of the revolving door provision in Government Code section 527.054(b). (AOR-498)

The Texas Ethics Commission has been asked about the interpretation of the phrase “particular matter” in the revolving door provision in Government Code section 572.054(b), which provides as follows:

A former state officer or employee of a regulatory agency who ceases service or employment with that agency on or after January 1, 1992, may not represent any person or receive compensation for services rendered on behalf of any person *regarding a particular matter* in which the former officer or employee participated during the period of state service or employment, either through personal involvement or because the case or proceeding was a matter within the officer’s or employee’s official responsibility.

Gov’t Code § 572.054(b) (emphasis added).¹ “Particular matter” means “a specific investigation, application, request for a ruling or determination, rulemaking proceeding, *contract*, claim, charge, accusation, arrest, or judicial or other proceeding.” *Id.* § 572.054(h)(2) (emphasis added).

The requestor is a former state agency employee whose work at the agency included providing advice to the agency about the terms of a contemplated contract for services and about the entities that might be able to satisfy those terms. The agency eventually entered into a contract for services with a private entity. The contract provided for a term of three years and gave the agency the option to extend the contract for an additional year at the end of the three-year period.

The agency exercised its option to extend the contract for a fourth year, and the private entity is now providing services in the “option period.” The question raised here is whether the former agency employee may receive compensation for performing services under the contract for the private entity during the option period. The requestor suggests that the agreement about the option period is not part of the same matter as the agreement regarding the initial three years of the contract and that therefore he may receive compensation from the private entity for services performed under the contract during the option period.

In our opinion, the agreement about the “option period” is part of the same matter as the agreement about the initial three years of the contract. In any case, the revolving door law would prohibit the requestor from performing services for the private entity during the option period even if we were to conclude that the agreement regarding the option was a separate matter from the agreement for a three-year term. The requestor performed work at the agency that led to both the agreement for a three-year term as well as the agreement regarding the option. Thus, the requestor participated in the agreement regarding the option period. Consequently, the requestor may not receive compensation from the private entity for work performed under the contract during the option period, regardless of whether the agreement for the option period is viewed as part of the same matter as the agreement for a three-year term or as part of a different matter.

SUMMARY

This opinion considers the meaning of the term “particular matter” for purposes of the revolving door provision in Government Code section 572.054(b) in a situation in which a state agency and a private entity entered into a contract for services that provided for a three-year term and gave the agency the option to extend the contract for a fourth year. In our opinion, the entire four-year period is part of the same matter for purposes of the revolving door provision in Government Code section 572.054(b).

¹The prohibition in section 572.054(b) applies only to former employees who were compensated at or above a certain level. *See* Gov’t Code § 572.054(c)(2); [Ethics Advisory Opinion No. 397](#), n.1 (1998).