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Opinion Number 03-0264

90-A-1 Public Funds and Contracts

Honorable Dr. Leroy Davis
Mayor, City of Baker
P.O. Box 707
Baker, LA 70704

Relationship of executive director of Greater Baton Rouge Food Bank and private accounting firm does not violate terms of cooperative endeavor agreement between Greater Baton Rouge Food Bank and City of Baker.

Dear Mayor Davis:

The City of Baker and the Greater Baton Rouge Food Bank are parties to a cooperative endeavor agreement. The agreement, in sum, provides that the city contribute \$2,500.00 to the Greater Baton Rouge Food Bank who in turn provides food to the city's needy residents. The agreement provides that no city benefits shall be available to the Greater Baton Rouge Food Bank's personnel. The executive director of the food bank is married to someone who works for a private accounting firm. This firm audits the city's books. You question if this relationship violates the terms of the cooperative endeavor agreement.

In short, we do not believe that this relationship in any way affects, much less violates, the cooperative endeavor agreement. The spouse of the executive director is employed by a private company. The restriction is that no city benefits are available to the Greater Baton Rouge Food Bank's personnel. The spouse is not an employee of the Greater Baton Rouge Food Bank and the fact that she is married to the executive director does not make her a member of its personnel.

We trust that this adequately responds to your request. If you have any questions or comments, please do not hesitate to contact our office.

With kindest regards,

Yours very truly,

RICHARD P. IEYOUNG
Attorney General

BY: 
TINA VICARI GRANT
Assistant Attorney General

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