

INQ 02-64

Meyers, Robert (COE)

From: Meyers, Robert (COE)
Sent: Monday, December 16, 2002 2:35 PM
To: McManus, Joseph (DP&Z)
Subject: RE: Proposed Extension: MD County/ Guillermo Olmedillo Consulting Contract

Mr.. McManus,

I spoke to my general counsel and she and I agree that we can handle this as a staff opinion, in light of the fact we already issued a formal opinion on this subject. As far the contract extension is concerned, once Mr.. Olmedillo has separated from the County for two years, he is no longer barred from lobbying the County.

The ongoing concerns are two-fold: 1) whether in his capacity as a consultant he puts the interests of his current employer ahead of the County and 2) whether his company takes a position adverse to the County while he is working on the rewrite of the zoning code. As long as he continues to rewrite the code in a manner that is in the best interest of the County, there is no conflict with respect to #1. Regarding #2, as long as his current employer does not challenge the zoning code while Mr.. Olmedillo is engaged by the County, this shouldn't present a problem either.

As far as the insertion of specific language into the contract, I leave that up to your office and the County Attorney.

If you need additional information, please feel free to contact me again.

Thank you,

Robert Meyers

-----Original Message-----

From: McManus, Joseph (DP&Z)
Sent: Monday, December 09, 2002 4:31 PM
To: Meyers, Robert (COE)
Cc: Sanchez, Gerald (CA); Torres, Al (DP&Z)
Subject: Proposed Extension: MD County/ Guillermo Olmedillo Consulting Contract

Mr. Meyers:

1. The DP&Z proposes to extend the consulting contract for six months:Zoning Code Re-Write is expected to go to public hearing in June.
2. The COE Opinion 01-01 addressed the two year period in which Olmedillo could not lobby the County and determined that advice , consultation and support for the Zoning Code Re-Write project was not lobbying.
3. Olmedillo, since leaving the County, has been Vice President for development, Swerdlow Group. Swerdlow owns Beacon Tradeport, a 150 acre development in unincorporated Miami-Dade County.
4. To address "divide loyalties", I propose to insert in the proposed contract " The Consultant shall not be retained by any third party to provide advice, counsel or representation regarding any matter relating to the duties and obligations of the Consultant pertaining to this contract"

The question is whether DP&Z should a)seek an opinion from the Ethics Commission or b) consult with COE staff.

Thank you for your consideration.

*Joseph W. McManus AICP
Zoning Code Re-Write Project
Miami-Dade County Department of Planning & Zoning*