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**MIAMI-DADE COUNTY
COMMISSION ON
ETHICS & PUBLIC TRUST**

In re: Sergio Martinez
_____ /

C 06-30

PUBLIC REPORT AND FINAL ORDER ACCEPTING SETTLEMENT AGREEMENT

The OFFICE OF THE INSPECTOR GENERAL filed the above-referenced COMPLAINT against RESPONDENT, Sergio Martinez, alleging violations of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance. Specifically, the COMPLAINT alleged violations of Sections 2-11.1(s)(2).

RESPONDENT is a principal in a company that submitted a proposal to construct and operate a cement terminal and storage facility at the Sea Port. According to the facts outlined in the COMPLAINT, RESPONDENT lobbied several county officials regarding the project without first registering as a lobbyist.

Count I of the COMPLAINT alleged that RESPONDENT met with Commissioner Katy Sorenson's Chief of Staff regarding the project, without first registering as a lobbyist; thereby violating Section 2-11.1(s)(2), which provides, that all persons shall register with the Clerk of the Board of County Commissioners before engaging in lobbying activities.¹

¹ Section 2-11.1(s)(1)(b) defines a lobbyist as, "all persons...who seeks to encourage the passage, defeat or modifications of (1) ordinance, resolution, action or decision of the County Commission; (2) any action, decision, recommendation of the County Manager or any County board or committee; or (3) any action, decision or recommendation of County personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the

Count II of the COMPLAINT alleged that RESPONDENT met with Commissioner Javier Souto's Staff Assistant regarding the project, without first registering as a lobbyist, in violation of Section 2-11.1(s)(2).

Count III of the COMPLAINT alleged that RESPONDENT met with Commissioner Dorrin Rolle regarding the project, without first registering as a lobbyist, in violation of Section 2-11.1(s)(2).

Count IV of the COMPLAINT alleged that RESPONDENT met with Assistant County Manager Bonzon regarding the project, without first registering as a lobbyist, in violation of Section 2-11.1(s)(2).

Count V of the COMPLAINT alleged that RESPONDENT met with Commissioner Jose Diaz regarding the project, without first registering as a lobbyist, in violation of Section 2-11.1(s)(2).

Count VI of the COMPLAINT alleged that RESPONDENT met with Commissioner Bruno Barreiro regarding the project, without first registering as a lobbyist, in violation of Section 2-11.1(s)(2).

Pursuant to the Code of Miami-Dade County, Section 2-1068, the Commission on Ethics & Public Trust has jurisdiction to enforce the Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1. On September 27, 2006, the Ethics Commission determined the COMPLAINT to be legally sufficient. On January 30, 2007, the Ethics Commission accepted RESPONDENT'S Stipulation to Probable Cause as well as the agreed upon Settlement Agreement.

County Commission or a County board or committee. "Lobbyist" specifically includes the principal, as well as any employee whose normal scope of employment includes lobbyist activities.

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C06-30

IN RE: CASE NO.

SERGIO MARTINEZ,
_____/

CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
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SETTLEMENT ORDER

Pursuant to section 5.13 of the Miami-Dade County Commission on Ethics and Public Trust Rules of Procedure, Petitioner and Respondent do hereby enter into this settlement in full satisfaction of the above captioned matter based upon the following terms and conditions:

1. Respondent, SERGIO MARTINEZ, believes it to be in his best interest and the best interest of all of the parties involved to avoid the expense and time of litigation in this matter and desires to resolve the differences between Respondent and Petitioner. Accordingly, although Respondent specifically disagrees with, denies and refutes the allegations in the complaint and some of the statements contained in the Assistant Advocate's probable cause memorandum, Respondent nevertheless agrees not to contest the allegations contained in Counts 5 and 6 of Ethics Complain No. 06-30.
2. Respondent has entered into this agreement for the sole purpose of settling this matter in this dispute and it is expressly understood that this agreement shall not constitute or be construed to be an admission of the truth or correctness of any claims asserted, and under no circumstances shall this agreement be construed as an admission of liability or wrongdoing under any federal, state, or county laws or ordinances.
3. Respondent asserts that his conduct in this matter was made in good faith based upon advice of counsel.

4. Pursuant to this agreement, Respondent agrees to pay a fine of \$750.00 to the Miami-Dade County Commission on Ethics and Public Trust.

5. The Advocate recommends that Counts 1, 2, 3, 4, 7 and 8 of the Complaint be dismissed.

6. Respondent agrees to pay the Office of the Inspector General \$3,000.00 for investigative costs.

7. Respondent understands and agrees that failure by Respondent to pay all monies due, as outline in paragraph 4 and 6 above, may result in garnishment or other appropriate process or proceedings to enforce the recovery of the judgment as governed by the Florida Rules of Civil Procedure.

8. Failure by the Respondent to fulfill and abide by his obligation under the agreed Settlement Order may result in contempt proceedings against the Respondent.

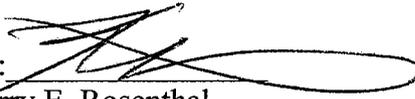
9. This agreement, consisting of three (3) pages, embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This agreement supersedes any and all previous communications, representations, and agreement either verbal or written between the parties.

10. By signing this agreement, Respondent acknowledges that he is doing so freely, voluntarily and without duress; that he is competent to enter this agreement; and that he has fully and completely read and understands the terms and conditions of the agreement.

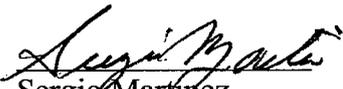
11. Petitioner and Respondent agree that settlement of this action in the manner described above is just and in the best interest of the Respondent and the citizens of Miami-Dade County.

12. Should the Miami-Dade County Commission on Ethics and Public Trust reject this agreement, evidence of this offer of compromise and settlement is inadmissible to prove any of the allegations alleged.

Done and Ordered in Miami-Dade County, Florida this 30th day of January 2007.

By: 
Kerry E. Rosenthal
Chairperson


Miriam S. Ramos
Asst. Advocate


Sergio Martinez
Respondent