




# Memorandum



Miami-Dade County Office of the Inspector General  
A State of Florida Commission on Law Enforcement Accredited Agency  
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To: The Honorable Chairman Jose “Pepe” Diaz, Chair  
and Members, Board of County Commissioners, Miami-Dade County  
The Honorable Daniella Levine Cava, Mayor, Miami-Dade County

From: Felix Jimenez, Inspector General 

Date: August 30, 2022

Subject: District 11 Commissioner, Joe A. Martinez, Arrested and Charged with Felony Crimes, Ref. IG17-0019-I

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An investigation conducted by the Office of the Inspector General and the Miami-Dade State Attorney’s Office has resulted in the issuance of the attached arrest warrant affidavit for the arrest of Joe A. Martinez, Miami-Dade County Commissioner for District 11. As described in the affidavit, Commissioner Martinez has been charged with engaging in acts that constitute Unlawful Compensation or Reward for Official Behavior, a second-degree felony, and Conspiracy to engage in the same, a third-degree felony. A copy of the arrest warrant affidavit is attached.

## Attachment

Cc: Geri Bonzon-Keenan, County Attorney  
Gerald Sanchez, First Assistant County Attorney  
Jess McCarty, Executive Assistant County Attorney  
Yinka Majekodunmi, Commission Auditor, Office of the Commission Auditor  
Jennifer Moon, Chief, Office of Policy and Budgetary Affairs  
Jose Arrojo, Executive Director, Commission on Ethics and Public Trust

122-59J6

**ARREST WARRANT FORM - 11<sup>TH</sup> JUDICIAL CIRCUIT - MIAMI-DADE COUNTY, FLORIDA**

**WARRANT TYPE:** AW

**CASE TYPE:** F

**AWPS #**

**Refile indicator:** YES

**Court case number:**

**Division:**

TO ALL AND SINGULAR SHERIFFS OF THE STATE OF FLORIDA, GREETINGS:

YOU ARE HEREBY COMMANDED TO IMMEDIATELY ARREST THE DEFENDANT AND BRING HIM OR HER BEFORE ME, A JUDGE IN THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, TO BE DEALT WITH ACCORDING TO LAW.

<b>DEFENDANT'S NAME: (last)</b> Martinez		<b>(first)</b> Jose		<b>(middle)</b> Angel	
<b>STR/APT/CITY/ST/ZIP:</b> [REDACTED]					
<b>DOB:</b> [REDACTED]	<b>RACE:</b> Hispanic/Latino	<b>SEX:</b> M	<b>HEIGHT:</b> 5'7	<b>WEIGHT:</b>	<b>HAIR:</b>
<b>SS #:</b> [REDACTED]	<b>CIN #:</b>	<b>SID #:</b>	<b>FBI #:</b>		
<b>scars, marks, tattoos (use FCIC/NCIC abbreviations):</b>				<b>IDS #:</b>	
<b>driver's license #:</b> [REDACTED]			<b>ST:</b> FL		
<b>veh tag #:</b> [REDACTED]	<b>state:</b> [REDACTED]	<b>make:</b> [REDACTED]	<b>model:</b>	<b>year:</b> [REDACTED]	<b>color:</b> [REDACTED]
<b>comments:</b>					

\*\*\*\*\*  
BEFORE ME PERSONALLY CAME (AFFIANT), WHO, BEING DULY SWORN, STATES THAT THE DEFENDANT, DID COMMIT THE ACTS STATED IN THE ATTACHED STATEMENT OF FACTS, BASED UPON THIS SWORN STATEMENT OF FACTS, I FIND PROBABLE CAUSE THAT DID COMMIT THE CRIMES OF:

CHP/SEC/SUBS	INTENT/TYPE/DEGREE	COUNTS	VERSION	CHARGE NAME/DESCRIPTION
F.S. 838.016	Felony 2 <sup>nd</sup> Degree	1		Unlawful Compensation \$10,000
F.S. 838.016 & F.S. 777.04(3)	Felony 3 <sup>rd</sup> Degree	1		Conspiracy to Commit Unlawful Compensation \$5,000

IN MIAMI-DADE COUNTY, FLORIDA, CONTRARY TO FLORIDA STATUTES AND AGAINST THE PEACE AND DIGNITY OF THE STATE OF FLORIDA.

**POLICE CASE #:** 17-0019-I

**AGENCY #:**

**AGENCY NAME:**

**ASA'S APPROVAL INITIALS:**

**UNIT #:** 064

**MIN/MAN:** ☐ Not Charged/Not Filed ☐ Charge Filed

**EXTRADITE INFORMATION**

- ☒ 1. Felony - Full extradition  
☐ 2. Felony - Limited extradition  
☐ 3. Felony - Extradition - Surrounding states only  
☐ 4. Felony - No extradition  
☐ A. Misdemeanor - Full extradition

- ☐ B. Misdemeanor - Limited extradition  
☐ C. Misdemeanor - Extradition - Surrounding states only  
☐ D. Misdemeanor - No extradition  
☐ E. Misdemeanor - Pending extradition

**SWORN TO BY AFFIANT:(name)** [Signature]

**Court ID #:**  
+ loc code if Miami-Dade

**Date:** 8/29/22

**SO ORDERED THIS** 29<sup>th</sup> **DAY OF** August, 2022.

**JUDGE IN THE 11<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

☐ **FIRST APPEARANCE JUDGE MAY NOT MODIFY CONDITION OF RELEASE PER RULE 3.131(D)(1)(IV)**  
(judge's initials)

**BOND AMOUNT**  
\$15,000

- \*\*\*\*\*  
☐ TO ANSWER UNTO THE STATE OF FLORIDA ON AN INFORMATION OR INDICTMENT FILED AGAINST HIM OR HER BY THE STATE ATTORNEY FOR THE CHARGE(S) OF:  
☐ UPON ORDER OF A JUDGE IN THE 11<sup>TH</sup> JUDICIAL CIRCUIT OF FLORIDA FOR FAILURE TO APPEAR IN COURT TO ANSWER THE PENDING CHARGE(S) OF:

CHP/SEC/SUBS	INTENT/TYPE/DEGREE	COUNTS	VERSION	CHARGE NAME/description

HARVEY RUVIN, CLERK OF THE COURT

BY: (Deputy Clerk)

(Date)

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE, FLORIDA**

STATE OF FLORIDA       )  
  )  
COUNTY OF MIAMI-DADE)

**STATEMENT OF FACTS IN SUPPORT OF ARREST WARRANT JOSE A. MARTINEZ**

Before me, Michelle Delancy, a Judge of the Circuit Court of the Eleventh Judicial Circuit of Florida, personally appeared Special Agent Missael Diaz of the Miami-Dade County Office of the Inspector General (OIG), who being first duly sworn, has probable cause to believe that Jose (Joe) A. Martinez while acting in his official capacity as a Miami-Dade County (County) Commissioner for District 11, did:

1. A. Knowingly and intentionally accept monies from Jorge Negrin, owner and operator of Extra Supermarket in consideration for MARTINEZ using his official position and using his office to assist with code enforcement fines and fees and did create and support legislation before the Board of County Commissioners (BCC) that would allow Extra Supermarket and its landlord, Calle Ocho Properties, LLC, to maintain cargo storage containers on its property. Mr. Martinez created draft legislation amending the current County Ordinance Number 14-82, which allows one cargo storage container per 10 acres in specific commercial zones. Mr. Martinez sought to loosen that restriction to benefit Negrin, Extra and Calle Ocho Properties and/or did
- B. Knowingly and intentionally solicit assistance from Sergio Delgado, the owner of Calle Ocho Properties, LLC, in obtaining factoring loans for Centurion Security in consideration for MARTINEZ using his official position and using his office to assist with code enforcement fines and fees and did create and support legislation before the Board of County Commissioners (BCC) that would allow Calle Ocho Properties, LLC's tenants to maintain cargo storage containers on its property. Mr. Martinez created draft legislation amending the current County Ordinance Number 14-82, which allows one cargo storage container per 10 acres in specific

commercial zones. Mr. Martinez sought to loosen that restriction to benefit Calle Ocho Properties, LLC's tenants.

2. Conspired, combined, or confederated with Jorge Negrin and/or Sergio Delgado to commit the offense of Unlawful Compensation as described in Number 1 above.

Statute	Type & Degree	Counts	Charge
838.016	Felony 2 <sup>nd</sup> Degree	1	Unlawful Compensation
836.016 & 777.04(3)	Felony 3 <sup>rd</sup> Degree	1	Conspiracy to Commit Unlawful Compensation

### **AFFIANT'S BACKGROUND**

#### **Affiant Missael Diaz**

Your Affiant is employed as a Special Agent with OIG. Your Affiant has held this position since May 2018. Prior to being hired by OIG, your Affiant was a sworn state law enforcement officer for 17 years with the State of Florida, Department of Financial Services, Division of Investigative & Forensic Services, Bureau of Insurance Fraud (BIF). Prior to his employment with BIF, your Affiant worked for the Miami-Dade Police Department for one year, and with the Florida Highway Patrol for two years. In total your Affiant has 19 years of law enforcement experience. As part of your Affiant's duties with BIF, your Affiant personally conducted, participated and/or supervised others in complex criminal investigations involving financial crimes, insurance fraud, staged accidents, billing for services not rendered, homeowners' fraud, licensee fraud, and participated in numerous undercover operations. Additionally, your Affiant has attended numerous classes and training in investigative techniques.

#### **Miami-Dade County Office of the Inspector General**

While your Affiant is not a sworn law enforcement officer, the OIG is a Criminal Justice Agency authorized by Section 2-1076 of the County Ordinance to detect, investigate and prevent fraud, waste, mismanagement, misconduct and abuse of power through independent oversight of County affairs, and seek appropriate remedies to recover public monies. Your Affiant participated in this investigation and personally attended the interviews of those whose information is set forth herein, and/or has reviewed reports,

records or received information from others appearing in this affidavit. As a result of your Affiant's personal participation in this investigation and/or reports, oral and written, given to him, your Affiant's review of relevant records, and your Affiant's training and experience, your Affiant is familiar with the circumstances of the offenses described in this affidavit. Within this affidavit, your Affiant has not included every fact known to him concerning this investigation. Instead, your Affiant has stated facts he believes establish the necessary foundation and probable cause for the arrest of Jose (Joe) A. Martinez for his role in accepting unlawful payments for the performance of his official duties as an elected official with the Board of County Commissioners.

### **INTRODUCTION**

This investigation uncovered evidence that Miami-Dade County Commissioner Joe Martinez (hereinafter "MARTINEZ") received payments and solicited help obtaining a pecuniary benefit through bank loans in exchange for using his official position to assist with code enforcement fines and fees and create and support legislation relating to cargo storage containers. Some of the individuals who offered relevant testimony and evidence are Jorge Negrin (hereinafter "Negrin"), owner/operator of Extra Supermarket (hereinafter "Extra"), Sergio Delgado (hereinafter "Delgado"), owner of Calle Ocho Properties, LLC, the owner of the property from which Extra leases its space, and Edward Heflin (hereinafter "Heflin"), owner/operator of Centurion Security Group, LLC (hereinafter "Centurion"), which employed MARTINEZ.

During the relevant time periods<sup>1</sup>, Negrin was the owner and operator of Extra located at 12890 SW 8<sup>th</sup> Street, Miami, Florida. Extra operated in a space that is part of a strip mall owned by Delgado. Extra was a tenant and rented the space from Delgado's company, Calle Ocho Properties, LLC. As part of the business, Extra maintained several storage containers behind the building to store needed inventory. Extra was paying over \$37,000 a month to rent the space from Calle Ocho Properties, LLC.

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<sup>1</sup> This affidavit refers to the events in the past tense, but the companies and individuals may continue to operate today.

Over the years, Calle Ocho Properties, LLC was often issued citations by Miami-Dade County for having cargo storage containers on the property. Pursuant to a 2014 ordinance, Miami-Dade County only permits properties of 10 or more acres to have one storage container on the property. The property at 12890 SW 8<sup>th</sup> Street, in the name of Calle Ocho Properties, LLC, consists of five (5) acres of land so the property is not and was not permitted to have any storage containers. Regardless of the citations, because Extra needed the additional storage to operate the business, Negrin utilized several containers which he kept on the property behind his business. As a result, the property was repeatedly cited by code enforcement for the violations associated with keeping the cargo storage containers. Rather than paying the citations, Negrin and Delgado allowed the fines and fees to accrue to the tune of thousands of dollars while trying to resolve the citations through some other course of action.

When MARTINEZ was re-elected as a county commissioner on August 30, 2016, there were pending code violations relating to the cargo containers against the Calle Ocho Properties, LLC, property. The fines and penalties added up to approximately \$25,000. The week before and a couple of weeks after MARTINEZ took office in November of 2016, Negrin paid MARTINEZ \$10,000 in two checks. The first was a \$5000 check issued on November 14, 2016 and the second was a \$5,000 check issued on December 8, 2016. Prior to those payments, the last time that Negrin and MARTINEZ had any business dealings involving financial compensation was May of 2015.

In late February of 2017, Delgado emailed MARTINEZ requesting help with the storage container violations. In March of 2017, MARTINEZ arranged for his Chief of Staff, Ana Bustamante (hereinafter "Bustamante"), to attend a meeting between Delgado and Negrin and the Miami-Dade County RER Code Enforcement Director, Ricardo Roig (hereinafter "Roig"). The purpose of the meeting was for Delgado and Negrin to try and resolve the outstanding fines and fees for the storage container citations as well as several other violations. They also discussed options for keeping the storage containers on the property legally. Shortly after the meeting, in early March of 2017, Bustamante initiated the creation of storage container legislation that would permit Delgado and Negrin to



maintain storage containers on the property. Negrin paid MARTINEZ a third check of \$5000 on March 25 of 2017.

Between March of 2017 and August of 2017, the container legislation progressed through work by the County Attorney's Office (hereinafter "CAO") and MARTINEZ's office. MARTINEZ was actively involved in developing the container legislation. Delgado was led to believe, by MARTINEZ and his staff, that new container legislation was forthcoming, and it would directly benefit Delgado's tenants. Delgado also thought that the new container legislation would benefit him financially regarding the pending citations and accompanying fines and fees.

During same time, June and July of 2017, that MARTINEZ was creating the new container legislation to benefit Negrin and Delgado's other tenants, MARTINEZ was soliciting Delgado's assistance to help get a loan from a bank that would benefit MARTINEZ financially. The company that MARTINEZ worked for, Centurion, was having difficulties financially and needed a loan to cover payroll. The payroll that Centurion needed help covering included paychecks to MARTINEZ. In the months leading up to MARTINEZ's request for Delgado's help with the loan, MARTINEZ was not able to timely cash several paychecks from Centurion because Centurion did not have sufficient funds.

MARTINEZ's compensation from Centurion was a significant source of his claimed income in both 2016 and 2017. On their 2017 income tax return, MARTINEZ and his wife claim approximately \$280,000 in income. MARTINEZ reported that \$48,528 (17%) of that was from Centurion. On their 2016 tax returns, MARTINEZ and his wife claimed approximately \$190,000 in income. Of that, \$30,619 (16%) was from Centurion. More notable, MARTINEZ did not report the \$10,000 that he received from Negrin in 2016, on his original income tax filing.

As part of the investigation, MARTINEZ twice voluntarily agreed to be interviewed and answer questions for investigators. The first time MARTINEZ was questioned about the three \$5,000 checks, he explained that the monies were partially for a loan and partially for money owed to him by Negrin. The second time MARTINEZ was interviewed by

investigators and an assistant state attorney, MARTINEZ stated that all the monies were owed to him by Negrin for a private business deal. It should be noted that, between MARTINEZ's two interviews, he and Negrin spoke about the substance of the investigation. Phone records reflect that MARTINEZ called Negrin within less than an hour after investigators first interviewed MARTINEZ.

Negrin was also interviewed as part of the investigation. Negrin's explanation for the three payments was that he owed MARTINEZ for a private business deal from 2013. Negrin acknowledged that MARTINEZ considered the 2016-2017 monies from Negrin to be a loan or loans. In essence, Negrin explained that he owed MARTINEZ the money even though MARTINEZ felt that he was not owed money because MARTINEZ was treating the monies as loans. There were no other payments, close in time to MARTINEZ's re-election, from Negrin to MARTINEZ, that would support the testimony that Negrin was still paying MARTINEZ on a deal from 2013. Additionally, there are no documents formalizing or explaining why Negrin would still owe MARTINEZ the \$15,000 or any other monies for the 2013 deal.

Records reflect that MARTINEZ pushed for a vote on the proposed container legislation through August 22, 2017 before abruptly placing a hold on the legislation. The hold was placed on August 23, 2017 and is evinced by an email from a MARTINEZ staff member to the County Attorney's Office. MARTINEZ could not explain why he had an apparent sudden change of position on the legislation.<sup>2</sup>

The investigation uncovered the following timeline establishing illegal activities:

August 30, 2016	MARTINEZ won re-election.
November 14, 2016	Negrin paid MARTINEZ \$5,000.
November 22, 2016	MARTINEZ sworn in as Miami-Dade County Commissioner District 11.

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<sup>2</sup> Paragraph 3 of the Florida Unlawful Compensation, 836.016, statutes states, "Prosecution under this section shall not require that the exercise of influence or official discretion, or violation of a public duty or performance of a public duty, for which a pecuniary or other benefit was given, offered, promised, requested, or solicited was accomplished or was within the influence, official discretion, or public duty of the public servant whose action or omission was sought to be rewarded or compensated."



December 8, 2016	Negrin paid MARTINEZ \$5,000
February 27, 2017	Delgado emailed Negrin and Martinez requesting help with the container violations
March 1, 2017	Centurion Security check 4452 (written 2/28/17) in the amount of \$1,153.92 deposited into MARTINEZ's bank account.
March 1, 2017	MARTINEZ texted to Delgado, "If it's about the containers, rest assured we are working on it."
March 6, 2017	Centurion Security check #4452 to MARTINEZ returned unpaid. *This is relevant as it shows why MARTINEZ solicited Delgado's help with the Factoring Loan. <sup>3</sup>
March 6, 2017	MARTINEZ texted to Delgado explaining that MARTINEZ's Chief of Staff Bustamante will be at the RER meeting.
March 7, 2017	Heflin texted MARTINEZ, "...Check plus return fee is ready."
March 25, 2017	\$5,000 check #32194 to MARTINEZ from Extra Supermarket Group, Inc.
April 15, 2017	MARTINEZ and wife file 2016 joint tax returns and do not report or claim the \$10,000 in payments from Negrin. (Note: date based on preparer's signature date)
April 17, 2017	Negrin took out a \$250,000 loan (HELOC) at Ocean Bank with a 4% interest rate. The \$250,000 was put into the Extra Supermarket Group account and the note on the check says Prestamo (loan). *This is relevant because Negrin's testimony for why he was paying MARTINEZ at the end of 2016 and into 2017 was that the business was more profitable.
April 19, 2017	MARTINEZ deposited \$5,000.00 Extra Supermarket Check #32194.
May 1, 2017	MARTINEZ texted to Heflin, "...A fiscal emergency came up and I need to collect all outstanding debts...that little centurion check helps..."
June 15, 2017	MARTINEZ texted to Heflin, "...Did anything come in as I really need my pay."

<sup>3</sup> Factoring is a financial transaction and a type of debtor finance in which a business sells its accounts receivable (i.e. invoices) to a third party (called a factor) at a discount. A business will sometimes factor its receivable assets to meet its present and immediate cash needs.

June 20, 2017	Delgado texted to MARTINEZ, "...what is the name of company that applied for factoring loan...Ocean bank is asking..." MARTINEZ responds, "Centurion Security."
July 6, 2017	MARTINEZ texted Delgado, "...one of the other principals just called me that...ocean bank doesn't return any calls... Have you been able to do anything?"
July 10, 2017	MARTINEZ texted Delgado, "Sir, I can only guess that nobody from Ocean Bank got back from you. No worries... Thank you for all you did."
July 11, 2017	MARTINEZ texted Delgado, "I am working with TD Bank. I won't forget your assistance."
July 12, 2017	MARTINEZ texted Delgado, "How big is your shopping center?" Delgado responded that it is 5 acres of land.
August 19, 2017	MARTINEZ emailed Bustamante asking why container legislation was taking so long.
August 21, 2017	Assistant county attorney notifies MARTINEZ's staff that they made MARTINEZ's requested changes to legislation.
August 22, 2017	MARTINEZ staff notifies County Attorney's Office that the container legislation was approved for September 7 BCC meeting.
August 23, 2017	MARTINEZ placed hold on legislation. MARTINEZ staff notified assistant county attorney at 8:02 a.m.
August 23, 2017	MARTINEZ and Delgado had a six minute and 42 second phone call starting at 2:09 p.m.
October 16, 2017	9:45 a.m. to 10:29 a.m. MARTINEZ first interview with OIG. MARTINEZ told investigators that he did not recall reason for check from Calle Ocho Properties. MARTINEZ told investigators that he did not recall who Sergio Delgado was.
October 16, 2017	11:07 a.m. MARTINEZ called Negrin and they spoke for two minutes and 33 seconds.
November 8, 2019	MARTINEZ's second interview with OIG and SAO. When MARTINEZ was asked why he did not recall who Delgado was during the first interview, his explanation was that he forgot. When asked why he originally identified Negrin's payments as

loans, MARTINEZ responded that it was a poor choice of words.

### **INVESTIGATION and EVIDENCE**

MARTINEZ was originally elected to the Board of County Commissioners (BCC), District 11. MARTINEZ was re-elected to the BCC in 2004 and 2008. MARTINEZ gave up his BCC seat in 2012 to run an unsuccessful campaign for County Mayor followed by an unsuccessful bid for Congress in 2014. In 2016, MARTINEZ ran for and was elected to return to his BCC District 11 seat. MARTINEZ took office on November 22, 2016, after being re-elected. The BCC enacts laws, sets tax rates and adopts policies and budgets for all County departments as a body, MARTINEZ has significant influence over matters affecting his local district and has authority to propose and draft new legislation for the BCC to consider. As a County Commissioner, MARTINEZ has a staff of people who work at his direction and under his authority.

Over the years, MARTINEZ was involved in several private business ventures. As a County Commissioner, MARTINEZ is permitted to have outside employment and private financial interests.<sup>4</sup> MARTINEZ had private business dealings with both Negrin and Delgado during the time he was not in office. MARTINEZ was also employed as an account manager for Centurion Security Services during both the times he was out of office and when he returned to office in 2016.

As part of the instant investigation, the OIG reviewed internal County records, Miami-Dade County Elections records, records from the Florida Division of Corporations, and subpoenaed bank records. Additionally, the OIG took sworn statements from several witnesses including MARTINEZ.

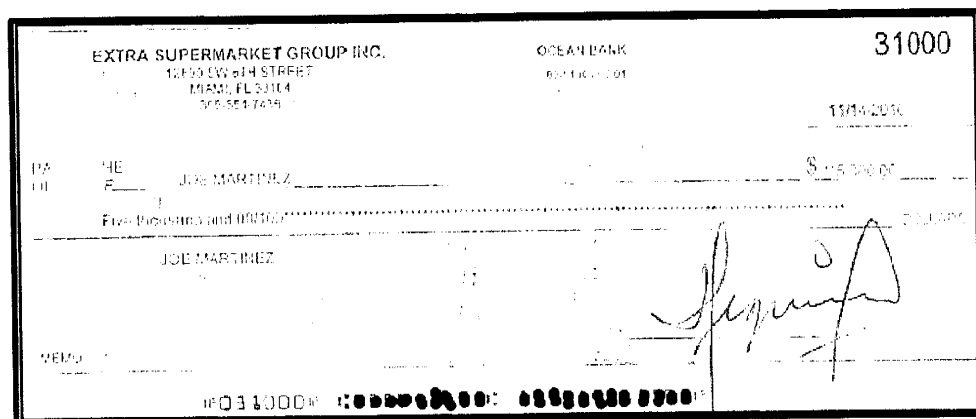
### **PAYMENTS TO MARTINEZ AFTER HIS ELECTION IN 2016**

In August 2016 after District 11 voters returned MARTINEZ to the BCC, the investigation found that three checks, cumulatively worth \$15,000, were issued by Negrin to MARTINEZ between November 2016 and March 2017, at a time when Negrin and Delgado sought and obtained MARTINEZ's influence by and through his official capacity as a County Commissioner to benefit their private business interests and to monetarily reward, enrich, or benefit MARTINEZ. Copies of the checks are inserted below.

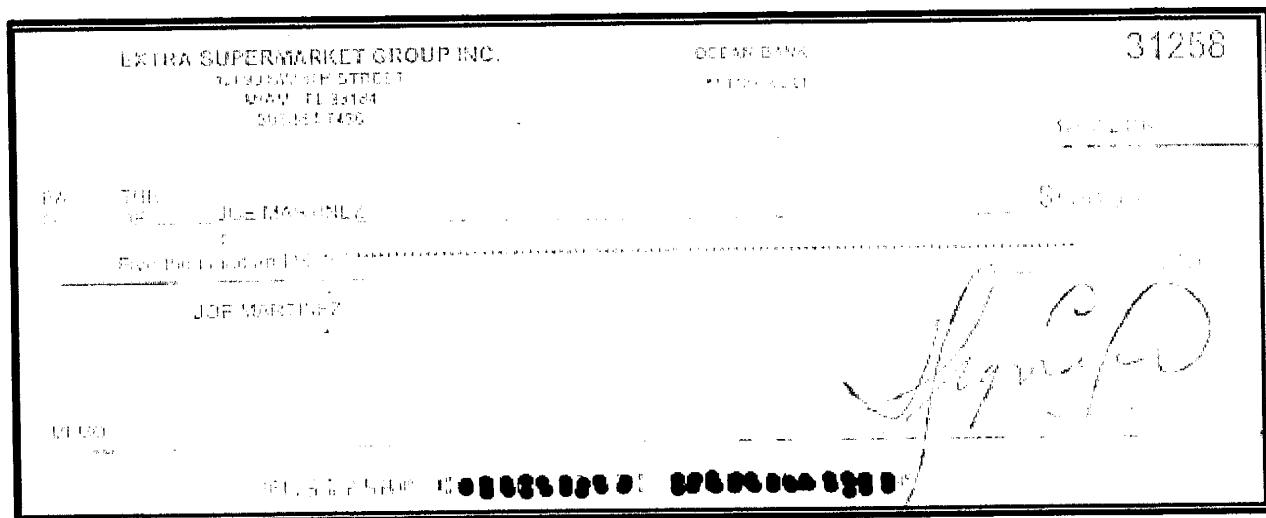
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<sup>4</sup> Such employment or private financial interests still must not run afoul of the law relating to Unlawful Compensation which states, " It is unlawful for any person to knowingly and intentionally give, offer, or promise to any public servant, or, if a public servant, to knowingly and intentionally request, solicit, accept, or agree to accept, any pecuniary or other benefit not authorized by law, for the past, present, or future performance, nonperformance, or violation of any act or omission which the person believes to have been, or the public servant represents as having been, either within the official discretion of the public servant, in violation of a public duty, or in performance of a public duty. This section does not preclude a public servant from accepting rewards for services performed in apprehending any criminal."

The first \$5,000 check was issued November 14, 2016, eight days before MARTINEZ would assume office. Prior to receiving the check on November 14, the last time Negrin gave MARTINEZ money was in May of 2015 for a transaction relating to a turn lane which is discussed later in this affidavit.



The second \$5,000 check was issued on December 8, 2016, two weeks after MARTINEZ was sworn.



The third \$5,000 check was issued March 25, 2017, four months after MARTINEZ was sworn. The check was also issued just 12 days after Bustamante, at the direction of MARTINEZ, attended the meeting between Delgado, Negrin, and RER.





Delgado advised that he had paid thousands of dollars in fines and was being treated unfairly by RER because the containers were originally placed on the property years before his company purchased it. After hiring a zoning attorney failed to reduce the fines or resolve the violations, Delgado said he contacted MARTINEZ for help.

MARTINEZ agreed to work on the issue and his staff started preparing, and sought to introduce, new legislation that would have loosened the regulations, allowing more containers on smaller parcels. Delgado discussed the cargo container issue and the violations with MARTINEZ in an email to Martinez's private email account on February 27, 2017. The email is inserted below.

From: Sergio Delgado <[investre@aol.com](mailto:investre@aol.com)>  
Date: February 27, 2017 at 7:43:31 AM EST  
To: Jorge Negrin <[jorge.negrin@hotmail.com](mailto:jorge.negrin@hotmail.com)>, [martinez4026@comcast.net](mailto:martinez4026@comcast.net)  
Subject: Violations

Negrin and joe

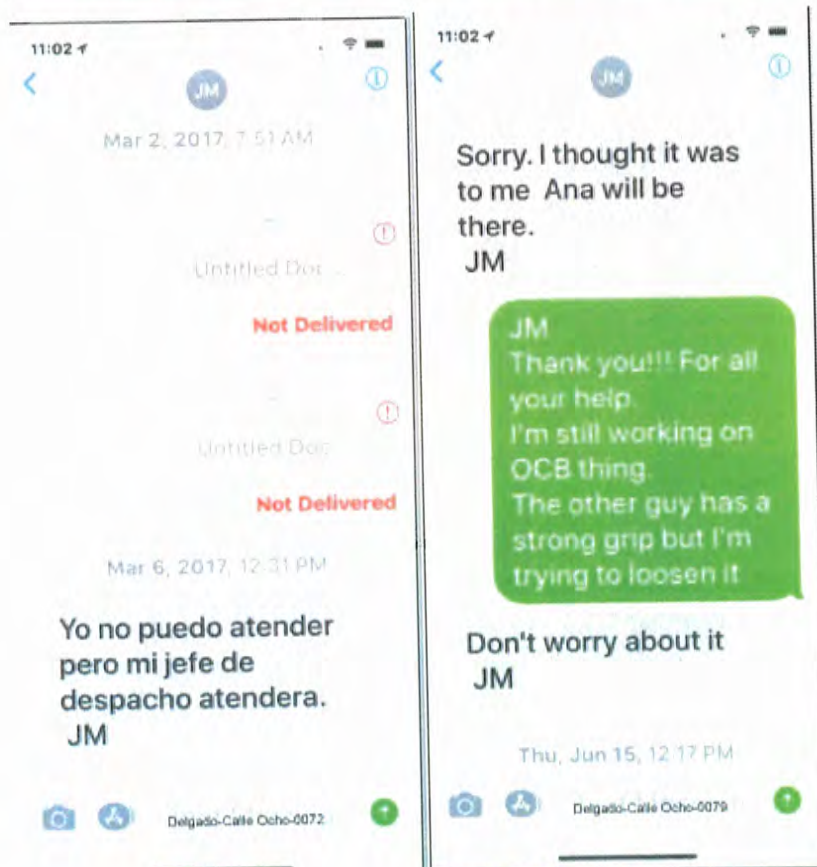
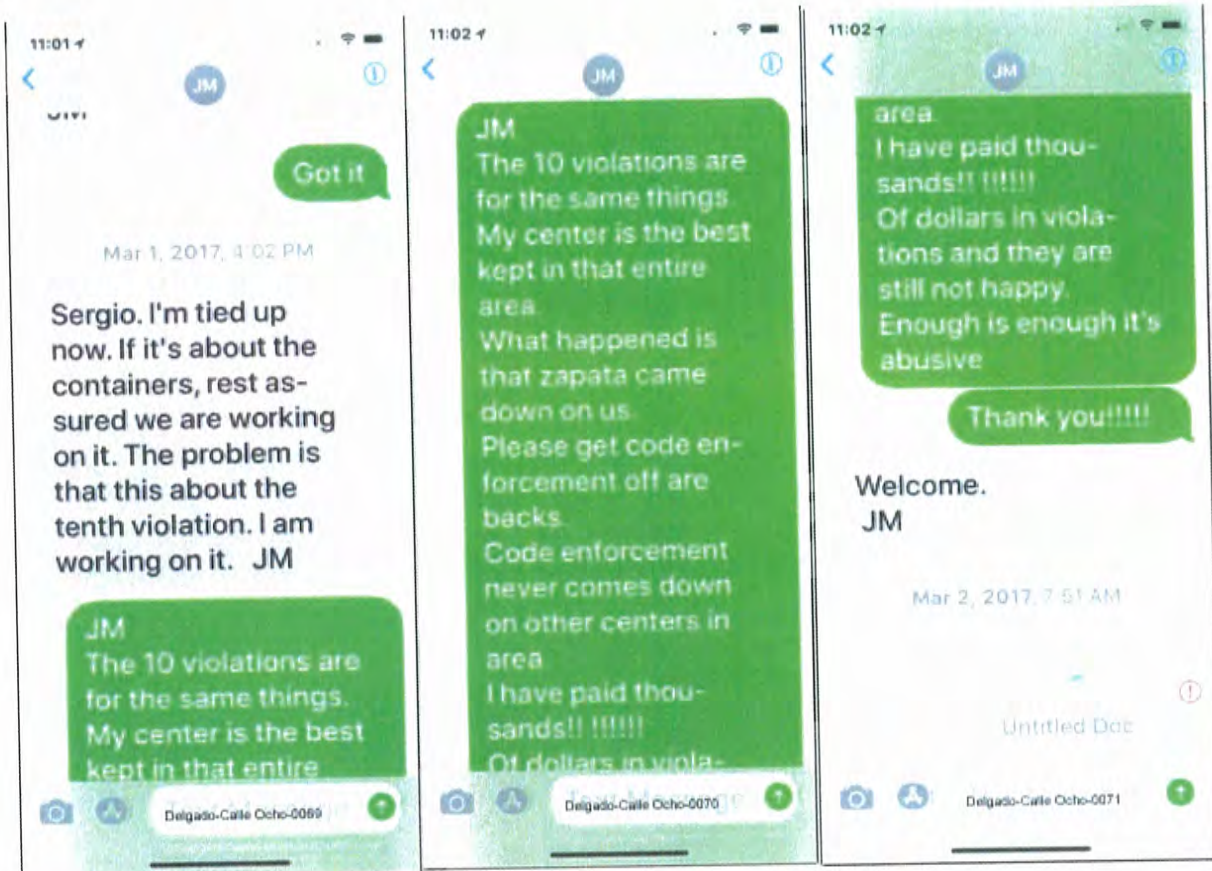
Enclosed are violations on containers in back of supermarket. I need help on this.  
I've paid thousands of dollars in violations already.  
Manny shopping centers have containers in back and nothing happens to them.

Help !!!!!!!!!  
Sergio delgado

In a text message dated March 1, 2017, MARTINEZ assured Delgado he was working on the container issue. The text message exchange is inserted below. In the same text message exchange, Delgado told MARTINEZ he was being unfairly targeted and had already "paid thousands" in violations. During his testimony, which is discussed in detail below, MARTINEZ testified he was not sure whether he assigned District Coordinator Roni Oves or Chief of Staff Ana Bustamante to work on the constituent complaint. But MARTINEZ eventually acknowledged his staff began preparing new legislation aimed at allowing more cargo containers on smaller parcels.

At MARTINEZ's direction, his commission staff set up a meeting for Delgado and Negrin with RER code-enforcement officials to discuss the outstanding fines and possible solutions. In a text message dated March 6, 2017, MARTINEZ told Delgado he would not be able to attend an upcoming meeting on the issue with RER managers but would be sending his chief of staff. The text message exchange is inserted below.





Please note: The text message screenshots throughout this affidavit read left to right and top to bottom.

For the green and grey screenshots, the grey is MARTINEZ's text and the green is Delgado.



Bustamante testified that she first met Delgado and Negrin through Mr. Oves. Bustamante was aware Delgado and Negrin were MARTINEZ's constituents, but she was not aware if they had any personal relationship. According to Bustamante, Delgado and Negrin believed they were being unjustly targeted and repeatedly cited for code violations by County inspectors. Bustamante recalled one of the violations was caused by cargo containers located in the back of the shopping center. Bustamante attended a meeting with Delgado and Negrin at RER with Mr. Ricardo "Rick" Roig, RER Code Enforcement Director, and other code enforcement employees.

Roig testified he first met Delgado and his attorney Daniel Salas in October 2014 concerning a range of code violations from landscaping to prohibited use of cargo containers at a commercial plaza Delgado owns, Calle Ocho. The violations lingered for years and eventually came to the attention of Bustamante. Bustamante contacted Lourdes Gomez, RER Deputy Director, seeking a way to bring the property into compliance. On March 13, 2017 Roig met with Bustamante, Delgado, Negrin, and Chaveli Moreno, the RER Chief of Enforcement Support and Special Services Division.

Delgado acknowledged he attended the March 13, 2017, meeting arranged by Ms. Bustamante with Roig. He confirmed that Negrin and other RER code employees also attended. Delgado argued he should be "grandfathered in" due to the many years the containers were on the premises before he owned it.

According to Roig, the primary focus was the container issue. The County code permits one cargo container-per-10 acres in that zone, and Delgado had six containers on a five-acre property. Delgado acknowledged the ongoing violations and his failure to comply with the code. The meeting did not produce a solution but at the end Bustamante stated she would explore a code amendment.

Bustamante stated that as Chief of Staff, she and Christina Cicilia, a Legislative Aide, proposed and drafted new legislation with MARTINEZ's approval. MARTINEZ's staff started working on a proposed legislative change that would have liberalized the code, allowing one cargo container on every five acres of similarly zoned commercial property.

On March 25, 2017, twelve days after Negrin and Delgado attended the meeting arranged by MARTINEZ's Chief of Staff, Negrin paid MARTINEZ \$5,000. As the property owner, Delgado's corporation was subject to the code violations and thousands of dollars in fines. But Negrin was the beneficiary at the core of the problem: Four of the six cargo containers illegally sitting on Calle Ocho property since the relevant zoning code provision was enacted in 2014 were being used by Negrin's supermarket.

Bustamante remembered MARTINEZ's office tried to change the ordinance to reduce the acreage required for one container. Bustamante was not sure at what point she discussed the proposed legislative changes with MARTINEZ but was certain he reviewed a late

draft. MARTINEZ did acknowledge in his sworn statement that he reviewed a draft of the proposed legislation.

Delgado continued communicating with MARTINEZ and Negrin throughout the summer of 2017 about the proposed legislative changes and other possible remedies to his container violation issues. On July 12, 2017, MARTINEZ sent Delgado a text message asking the size of his shopping center as it was pertinent to the proposed ordinance changes being drafted by his office. Delgado responded, "It's 50,000 square feet and it has 5 acres of land." A copy of the text is inserted below.



Please note: For the green and grey screenshots, the grey is MARTINEZ's text and the green is Delgado.

On August 19, 2017, Delgado sent an email to Negrin and MARTINEZ, pleading, in Spanish: "I need help on this immediately!" Attached to the plea was a lengthy attachment of Delgado's recent email exchanges with Roig of RER, the most recent of which read: "I was waiting for the ordinance to change on containers. I had been told that ordinance on containers was being revised by Commissioners. The ordinance has not been changed as of today and I was hoping this had been done." In response to Delgado's email on August 19, 2017, Martinez emailed his staff demanding to know the status of his proposed container legislation. The email threads from Delgado to Roig and Delgado to Martinez to Bustamante is inserted below.

Fwd: Violations calle ocho properties



Joe A. Martinez <jamartinez4026@comcast.net>  
To: Ana M. Bustamante (EC);  
Christina Cicilia

Reply

Reply All

Forward

...

Ma'am, As I indicated on my previous email, I was under the impression this had been handled. I even asked you and you said that it was in the process. I don't understand why it's taking so long? Who is holding this up? Us? The attorneys? The administration? If I want an ordinance presented to my colleagues for their consideration and it's legal and ethical, there should be no reason to delay it. None. The board can decide as they wish but I have the right to present it.

Honorable Joe A. Martinez JM

----- Original message -----

From: Sergio Degado <investre@aol.com>  
Date: 8/19/17 11:00 (GMT-05:00)  
To: Jorge Negrin <jorge.negrin@hotmail.com>  
Cc: "Joe A. Martinez" <jamartinez4026@comcast.net>  
Subject: Fwd: Violations calle ocho properties

Negrin and joe

Necesito ayuda con esto urgente !!!!!!!

Sent from my iPad

Begin forwarded message:

From: Sergio Degado <investre@aol.com>  
Date: August 19, 2017 at 11:00:48 AM EDT  
To: Jorge Negrin <jorge.negrin@hotmail.com>  
Cc: "Joe A. Martinez" <jamartinez4026@comcast.net>  
Subject: Fwd: Violations calle ocho properties

Negrin and joe

Necesito ayuda con esto urgente !!!!!!!

Sent from my iPad

Begin forwarded message:

From: Sergio Degado <investre@aol.com>  
Date: August 19, 2017 at 10:52:28 AM EDT  
To: "Roig, Ricardo (RER)" <Ricardo.Roig@miamidade.gov>  
Cc: "Bustamante, Ana (DIST11)" <ANAB@miamidade.gov>, "Moreno, Chaveli (RER)" <Chaveli.Moreno@miamidade.gov>, "Lopez, Joe (RER)" <Joe.Lopez@miamidade.gov>, "Byers, James (RER)" <James.Byers@miamidade.gov>, "Ortega, Mantza (RER)" <Mantza.Ortega@miamidade.gov>  
Subject: Re: Violations calle ocho properties

Mr. Roig

I appreciate your quick response. I was waiting for the ordinance to change on containers. I had been told that ordinance on containers was being revised by Commissioners. The ordinance has not been changed as of today and I was hoping this had been done.

Please note: The inserted email threads read bottom to top.

A few days later, the legislation was approved by Martinez to go for a vote before the BCC. However, the legislation was placed on "hold" shortly thereafter and never was presented to the BCC for a vote. Neither Martinez nor Bustamante could explain why the legislation went from "why is it taking so long" to "approved for September 7 BCC meeting"

Judge's Initials                     

Page 16 of 35

Affiant's Initials



to "hold this item." The emails below reflect the approval for BCC and then an immediate hold.

**From:** Cicilia, Christina M. (DIST11)  
**Sent:** Tuesday, August 22, 2017 2:45 PM  
**To:** Morse, Lauren (CAO) <[Lauren.Morse@miamidade.gov](mailto:Lauren.Morse@miamidade.gov)>; Bustamante, Ana (DIST11) <[Ana.Bustamante@miamidade.gov](mailto:Ana.Bustamante@miamidade.gov)>  
**Cc:** Kerbel, Dennis A. (CAO) <[Dennis.Kerbel@miamidade.gov](mailto:Dennis.Kerbel@miamidade.gov)>  
**Subject:** RE: Martinez: zoning; containers; box trucks; commercial property

Hi Lauren,

This item has been approved for September 7 BCC meeting as First Reading. Please let me know if you have any questions.

Thank you,

Christina Cicilia

**From:** Morse, Lauren (CAO)  
**Sent:** Monday, August 21, 2017 2:24 PM  
**To:** Bustamante, Ana (DIST11) <[ANAB@miamidade.gov](mailto:ANAB@miamidade.gov)>; Cicilia, Christina M. (DIST11) <[christina.cicilia@miamidade.gov](mailto:christina.cicilia@miamidade.gov)>  
**Cc:** Kerbel, Dennis A. (CAO) <[Dennis.Kerbel@miamidade.gov](mailto:Dennis.Kerbel@miamidade.gov)>  
**Subject:** RE: Martinez: zoning; containers; box trucks; commercial property

Hi Christina,  
As we just discussed on the phone, this version has been updated with the Commissioner's requested changes. Please let me know if the item is approved and I will forward to our agenda folks for processing.  
Thank you,  
Lauren

Lauren E. Morse  
Assistant County Attorney, (305) 375-3663  
Legal Assistant: Olga Apeland, (305) 375-1340

**From:** Cicilia, Christina M. (DIST11)  
**Sent:** Wednesday, August 23, 2017 8:02 AM  
**To:** Morse, Lauren (CAO) <[Lauren.Morse@miamidade.gov](mailto:Lauren.Morse@miamidade.gov)>; Bustamante, Ana (DIST11) <[Ana.Bustamante@miamidade.gov](mailto:Ana.Bustamante@miamidade.gov)>  
**Cc:** Kerbel, Dennis A. (CAO) <[Dennis.Kerbel@miamidade.gov](mailto:Dennis.Kerbel@miamidade.gov)>  
**Subject:** RE: Martinez: zoning; containers; box trucks; commercial property

Good morning Lauren,

Commissioner Martinez wants to hold this item. Please let me know if you have any questions.

Thank you,

Christina Cicilia  
Legislative Aide  
for Commissioner Joe A. Martinez

Ultimately, MARTINEZ decided against presenting the proposed code-change legislation. When asked why he abandoned the proposed changes, MARTINEZ responded: "I really can't even tell you." Nor could he articulate what ultimately went wrong. As an example of his contradictory statements, MARTINEZ initially stated every piece of legislation on the local, state, or federal level is initially drafted to benefit a person. Then he added that proposed changes to laws could impact many people. Finally, he stated that the specific change to the County zoning code was not being drafted solely to benefit Negrin or Delgado.

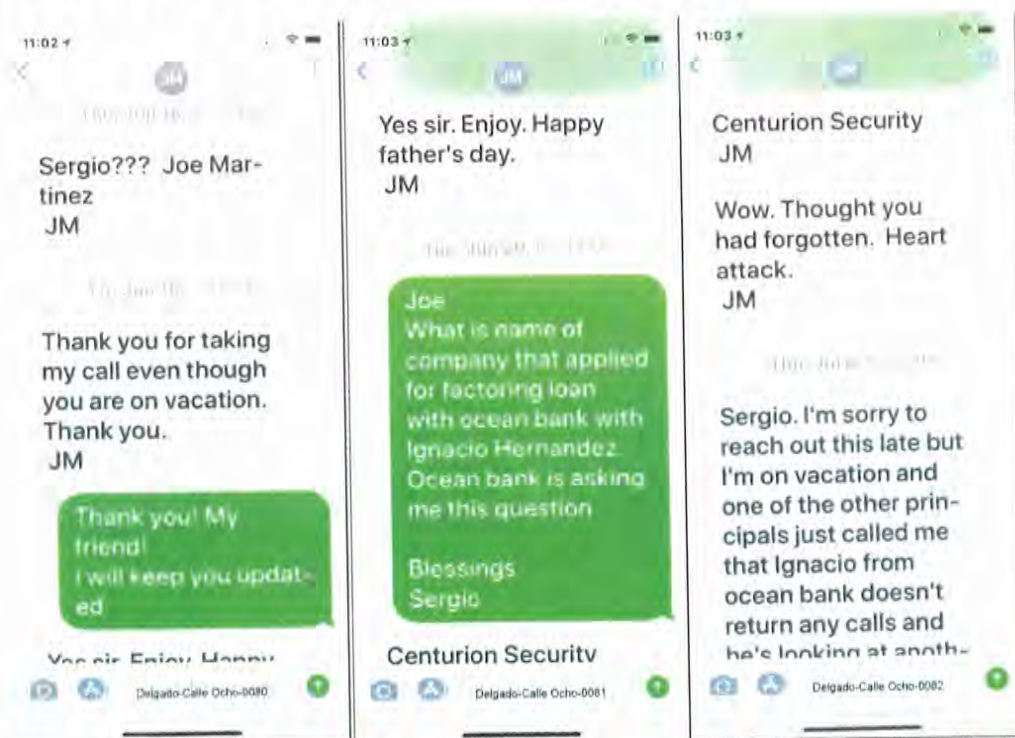
On September 5, 2017, Delgado paid \$16,601 for various violations at the shopping center. But Negrin and Delgado continued to benefit from the illegal cargo containers adjacent to Negrin's supermarket for at least 20 more months.

### OCEAN BANK LOAN

During the same period when Delgado was asking MARTINEZ and his staffers for help with the cargo-container code issues, MARTINEZ solicited Delgado for another favor involving Delgado's contacts at Ocean Bank and the private security firm MARTINEZ represented. In June 2017, more than seven months after taking office, MARTINEZ asked Delgado to put in a good word with Ocean Bank executives on behalf of Centurion as it was trying to secure a factoring loan at the bank.

The security company was trying to secure an accounts-receivable factoring loan. MARTINEZ asked Delgado to put in a good word on his behalf with bank executives considering the loan. Delgado spoke with an Ocean Bank executive on MARTINEZ's behalf but referred the commissioner to contact a different bank manager who specialized in factoring loans. Delgado produced text message exchanges with MARTINEZ between June 20, 2017 and July 11, 2017, documenting these factoring loan conversations, which are inserted below. The bank ultimately did not lend the money to the private security firm MARTINEZ was representing. However, it is clear from the text messages that MARTINEZ felt that Delgado could help them significantly in getting the loan. MARTINEZ also told Heflin that he (MARTINEZ) knew the president of Ocean Bank.

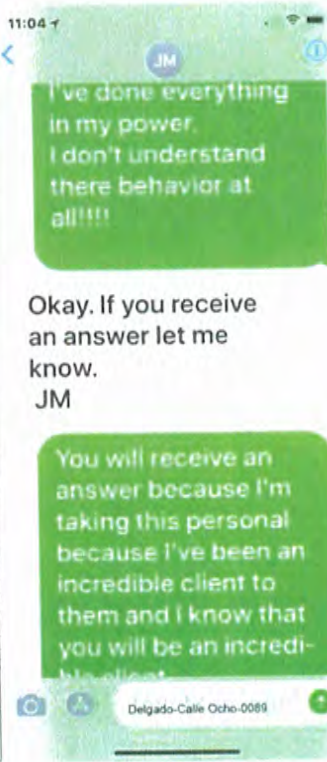
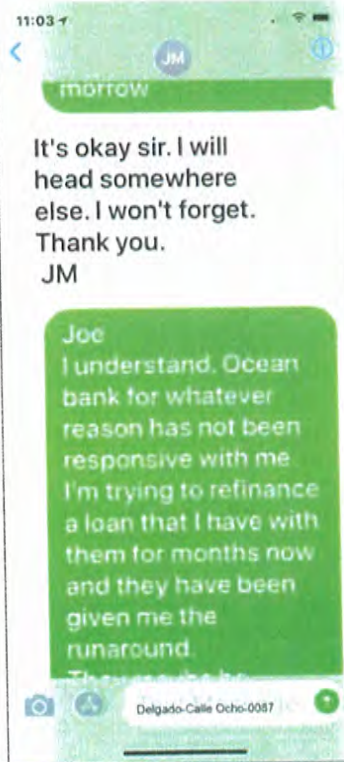
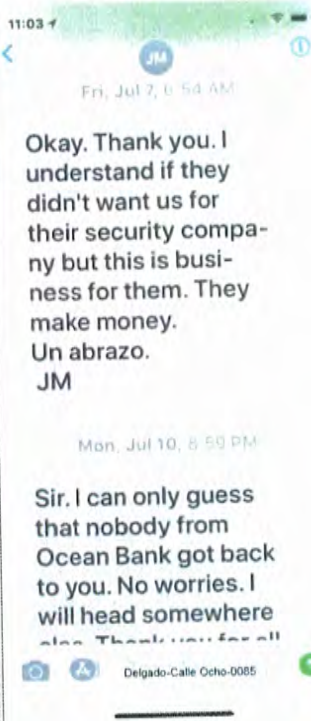
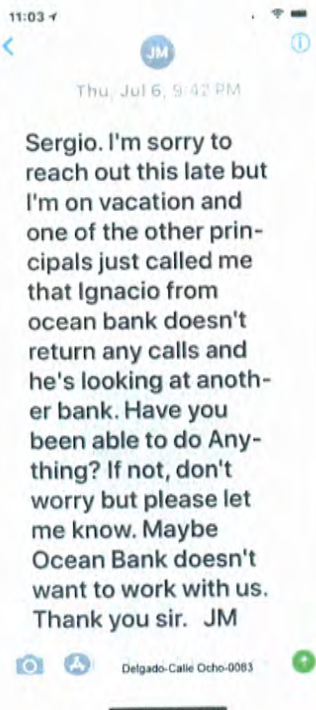
### MARTINEZ and Delgado text messages:

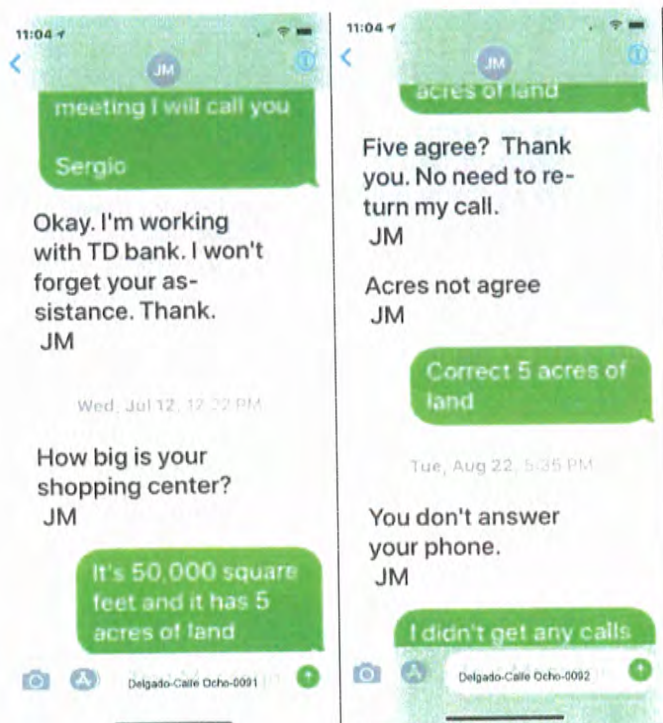
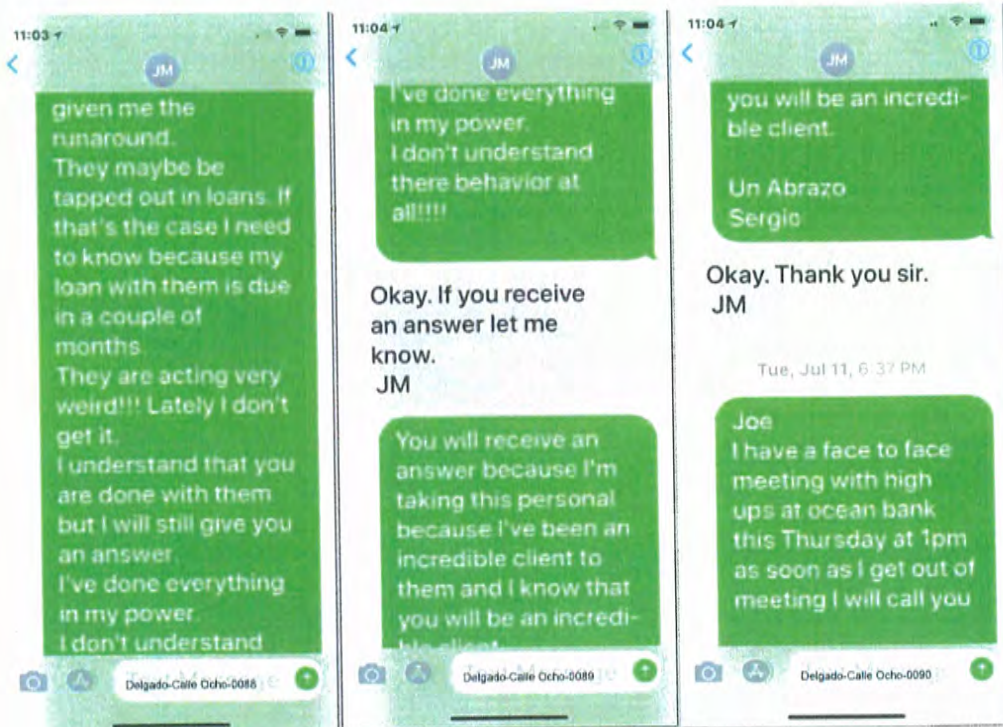


Please note: The text message screenshots throughout this affidavit read left to right and top to bottom.

For the green and grey screenshots, the grey is MARTINEZ's text and the green is Delgado.









**MARTINEZ and Heflin text messages:**

Please note: For the screenshots below, the blue are Martinez's texts and the green are Heflin's texts.

[REDACTED] Martinez Joe

I do know the president of ocean bank. Also, make sure you get the same deal that I got with delta five. Btw. It took three months to get approved. So. No worries. You've got this. JM

5/30/2017 5:30:00 PM(UTC-4)

Source Extraction:  
Advanced Logical

[REDACTED] Martinez Joe

Yes sir.

5/30/2017 5:30:56 PM(UTC-4)

Source Extraction:  
Advanced Logical

[REDACTED] Martinez Joe

No panic. None.  
JM

5/30/2017 5:38:11 PM(UTC-4)

Source Extraction:  
Advanced Logical

[REDACTED] Martinez Joe

At least not yet

5/30/2017 5:39:25 PM(UTC-4)

Source Extraction:

██████████ Martinez Joe

Also the factoring application is in at Ocean Bank

6/15/2017 12:00:54 PM(UTC-4)

Source Extraction:  
Advanced Logical

234

██████████ Martinez Joe

Being handled as we speak. The president of the bank is in Paris. But he answered.  
JM

6/15/2017 12:30:25 PM(UTC-4)

Source Extraction:  
Advanced Logical

██████████ Martinez Joe

Great. I'm getting close to securing \$150k @ 7.5%. keep our fingers crossed.

6/15/2017 12:32:43 PM(UTC-4)

Source Extraction:  
Advanced Logical

██████████ Martinez Joe

If we get factoring, please don't get that loan.  
JM

6/15/2017 12:41:41 PM(UTC-4)

Delgado was asked why he was willing to assist MARTINEZ with the Ocean Bank contacts. "Well, I had a relationship with him from the time I met with him with Negrin ... He didn't owe me anything, I didn't owe him anything ... It's [sic] a Commissioner in my area, if I could do him a favor, of course I would. And, hopefully, so when I complain, he listens to my calls..."

During the same time that MARTINEZ was soliciting Delgado's help with the factoring loan, MARTINEZ was having difficulty getting paid by Centurion, which at the time was a significant source of his income. Text messages between MARTINEZ and Centurion's owner, Ed Heflin, show that MARTINEZ needed the money, but he was not able to cash his paychecks because the Centurion account did not have sufficient funds. The text message exchanges below, between MARTINEZ and Heflin, demonstrate the problems Centurion was having paying MARTINEZ and MARTINEZ's concerns with the situation.

Please note: For the screenshots below, the blue are Martinez's texts and the green are Heflin's texts.

[REDACTED] Martinez Joe  
Brother. Any checks come in?  
JM

5/1/2017 6:24:42 PM(UTC-4)

Source Extraction:  
Advanced Logical

[REDACTED] Martinez Joe  
Not yet. Toyota should be coming tomorrow. The Gardens says that they are signing and sending out \$55k tomorrow. Stonybrook should be sending \$27k sometime this week as well. Tomorrow should be a good time to pick it up.

5/1/2017 6:31:24 PM(UTC-4)

Source Extraction:  
Advanced Logical

[REDACTED] Martinez Joe  
Okay Ed. Okay. I produce brother. A fiscal emergency came up and I need to collect all outstanding debts. I've got about 25k on the street and that little centurion check helps. So tomorrow? For sure?  
JM

5/1/2017 6:33:55 PM(UTC-4)



[REDACTED] Martinez Joe

Please let me know when they come in as I do have commitments and for the past month and a half, I haven't been able to count on Centurion income. Thanks and have a good night.  
JM

6/7/2017 8:55:29 PM(UTC-4)

Source Extraction:  
Advanced Logical

[REDACTED] Martinez Joe

Will do.

6/7/2017 10:10:27 PM(UTC-4)

Source Extraction:  
Advanced Logical

231

[REDACTED] Martinez Joe

Edward. Hope all is well. Did the checks come in today?  
JM

6/9/2017 1:45:46 PM(UTC-4)

[REDACTED] Martinez Joe

I just finished today's meetings. Did anything else come in as I really need my pay.  
JM

6/15/2017 3:39:05 PM(UTC-4)

Source Extraction:  
Advanced Logical

[REDACTED] Martinez Joe

No sir, nothing today.

6/15/2017 4:07:59 PM(UTC-4)

Source Extraction:  
Advanced Logical

[REDACTED] Martinez Joe

I've reached out to Tom & Rita, waiting on a callback to ensure that their checks will be expressed to us.

6/15/2017 4:09:32 PM(UTC-4)

Source Extraction:  
Advanced Logical

[REDACTED] Martinez Joe

I will hold on till tomorrow sir. Spam it is jejeje.  
JM

6/15/2017 4:10:45 PM(UTC-4)

Judge's Initials                     



Affiant's Initials

## MARTINEZ'S BUSINESS RELATIONSHIP WITH JORGE NEGRIN & EXTRA SUPERMARKET

The investigation revealed MARTINEZ had a prior business relationship with Negrin, the current owner of Extra Supermarket Group, Inc., (Extra Supermarket) going back to 2013. Negrin testified to the OIG that he purchased Extra Supermarket in April 2013 with two partners, Nelson Vazquez, and Carlos Ekmeiro. Ekmeiro provided \$2.5 million of the \$5 million purchase price, toward the purchase of Extra Supermarket. The OIG learned that in late 2017, Negrin bought out Ekmeiro and became the sole owner.

MARTINEZ played a role in the purchase of Extra Supermarket in 2013, introducing Negrin (the buyer) to Ekmeiro (the investor). MARTINEZ's connection to Ekmeiro dates to 2012 through an acquaintance, Ms. Lorgia McCane, who was related to Ekmeiro. McCane provided sworn testimony regarding her knowledge of the deal.

After introducing MARTINEZ and Ekmeiro, McCane heard through a family member that Ekmeiro had purchased a supermarket. The OIG investigation found two (2) checks written on the Extra Supermarket account signed by Ekmeiro on June 28, 2013, that appear to be compensation for the introductions resulting in the purchase of Extra Supermarket by Negrin and Ekmeiro. Both checks contain the notation in the memo line: "lobby fee ES." Copies of the checks are inserted below.

<b>EXTRA SUPERMARKET GROUP INC.</b> 8400 NW 36TH ST STE 220 CORAL GABLES, FL 33166-6870		1007
DATE <u>06/28/13</u>		
PAY TO THE ORDER OF <u>JOE MARTINEZ AND ASSOCIATES</u>	IS <u>20,000</u>	
<u>Twenty Thousand</u>	DOLLARS	
 Wells Fargo Bank, N.A. Member FDIC		
FOR <u>lobby fee ES.</u>		
⑈0000001007⑈ ⑈06⑈ ⑈000000⑈ ⑈00⑈ ⑈000000⑈		

**EXTRA SUPERMARKET GROUP INC.**  
8400 NW 36TH ST STE 220  
DORAL, FL 33165-6676

1009

63-751-631 10928  
5847735671

Pay to the order of LORCIA McCane

Amount \$ 15,000

DATE 06/28/13

FOR lobby fee ES

⑤

①00000001009① ①000000000① ①000000000①

There is no contract or other document specifying the terms of the "lobbying fee" paid by Extra Supermarket to both McCane and MARTINEZ, the checks themselves and the testimony show that both were paid for their assistance in making the deal happen. McCane's fee was limited to a single payment.

The OIG found two personal checks from Negrin to MARTINEZ following the payment from the Extra Supermarket account signed by Ekmeiro. One check was in the amount of \$25,000 dated February 20, 2014 which may have been related to the Extra purchase since it was reasonable close in time to the deal. The check is inserted below. The second personal check was dated March 16, 2015 in the amount of \$5,000, which is also inserted below.<sup>5</sup> There is conflicting testimony as to why Negrin gave MARTINEZ the \$5,000 check. Negrin testified that the check was additional payment for the Extra purchase. However, Delgado testified that the money was likely for the turn lane that they hired MARTINEZ to help with in 2015 which is explained below.

<sup>5</sup> MARTINEZ was never questioned about the \$25,000 payment because it was discovered after his second interview.




**JORGE NEGRIN**


3902  
63-486/631

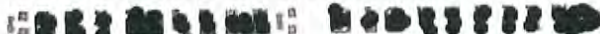
DATE 03/16/15

THE Joe Martinez \$ 5000.00  
Cumulative Salary Con 00/00 DOLLARS

 **REGIONS**

FOR \_\_\_\_\_

  
MP

 03902

REMISSA CLAVE

MARTINEZ gave various statements concerning his compensation related to the Extra Supermarket deal. For example, MARTINEZ stated he never expected to be paid for his role in the supermarket purchase. He also said Negrin wanted to pay him more than the \$20,000 MARTINEZ originally received. MARTINEZ could not remember discussing with Negrin the total amount he was going to be paid for his role in the Extra Supermarket deal -- whether it was supposed to be an extra \$25,000 or \$50,000 on top of the original



## **“Turn Lane” MARTINEZ’s BUSINESS RELATIONSHIP WITH NEGRIN & DELGADO**

Delgado testified on two different occasions at the SAO. Prior to the second interview, in response to a subpoena, Delgado provided copies of email communications between MARTINEZ, Negrin, and himself; copies of checks made payable to MARTINEZ, and screen shots of text communications between himself and MARTINEZ.

CALLE OCHO PROPERTIES LLC  
6340 FAIRCHILD WAY  
MIAMI, FL 33160

1712  
03-1135050  
12

05/05/15

PAY TO THE ORDER OF JOE MARTINEZ \$ 2,500.<sup>00</sup>

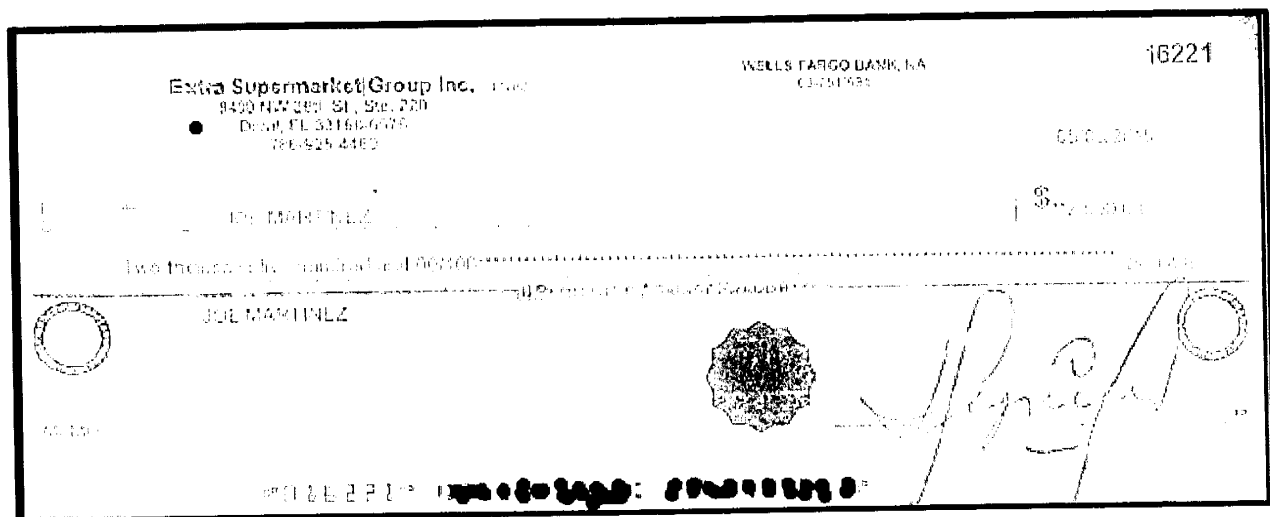
TWO THOUSAND FIVE HUNDRED —<sup>00</sup>/<sub>100</sub> Dollars

OCEAN BANK  
TAMPA BRANCH  
1000 EAST BAY DRIVE  
TAMPA, FL 33602

For lobby (Aproba call 8)

Sergio Delgado

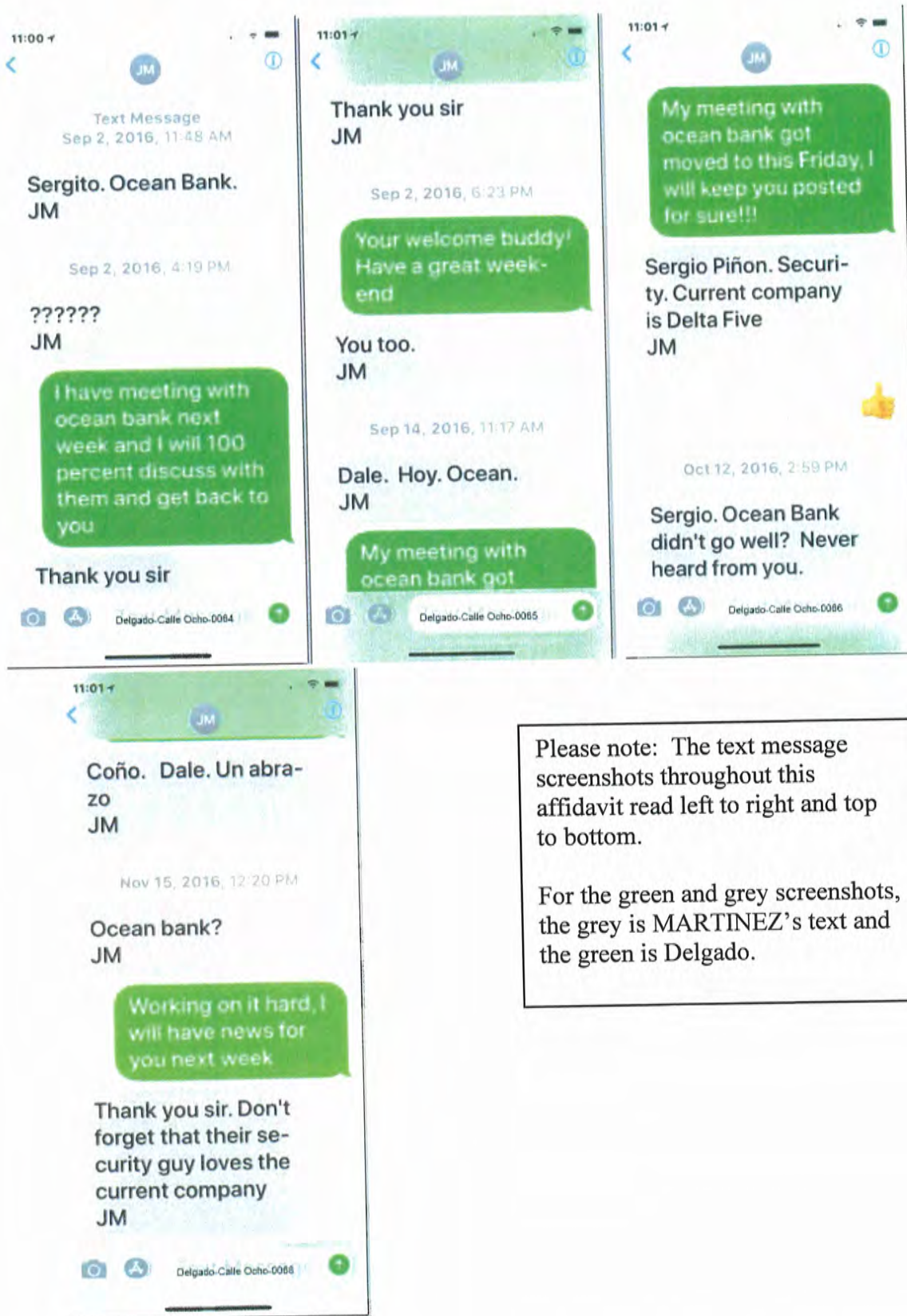
⑈000011200⑈ ⑆000000000000⑈ 1712



The \$2,500 payment from Calle Ocho was the check shown to MARTINEZ during his initial sworn statement, in which he stated he was unsure what type of business Calle Ocho was, nor was he clear why he received payment from the business. He mentioned, but failed to elaborate on, his business relationship with Negrin dating back to 2013. The two \$2,500 checks were the last payments to MARTINEZ prior to taking public office.

#### OCEAN BANK SECURITY CONTRACT

Prior to taking office in November of 2016, MARTINEZ asked Delgado for help in lobbying his Ocean Bank contacts to consider replacing the bank's incumbent private security firm with a company MARTINEZ worked for, Centurion, as an account manager. MARTINEZ and Delgado had started discussing the Ocean Bank lobbying effort earlier in 2016. Evidence of these communications is confirmed by text messages exchanged by Delgado and MARTINEZ between September 2, 2016 and November 15, 2016. It is further evidenced by a text message Delgado sent to MARTINEZ on March 6, 2017, during an exchange on another topic: "JM Thank you!!! For all your help. I'm still working on OCB thing. The other guy has a strong grip but I'm trying to loosen it" Those texts are inserted below.



Please note: The text message screenshots throughout this affidavit read left to right and top to bottom.

For the green and grey screenshots, the grey is MARTINEZ's text and the green is Delgado.

## MARTINEZ'S MULTIPLE STATEMENTS REGARDING THE CHECKS

During the initial interview with MARTINEZ regarding the failure to disclose income on his Form 6 filings, MARTINEZ was asked about the payments he received from Negrin and Extra between 2015 and 2016.<sup>6</sup> He initially testified some of the payments were for loans and some for services. Later in the same interview, he said the larger portion of the income was generated as commissions from the Extra Supermarket deal and a smaller portion was in the form of loans. MARTINEZ, however, could not specify how much was borrowed versus how much was fee-based income.

MARTINEZ stated he needed to check with Negrin to determine how much money he still owed on the loans. When asked if he made any payments toward the loans, MARTINEZ said, "No." In both interviews, MARTINEZ could not point to any written agreements or contracts he had with Negrin, Ekmeiro or their companies detailing the brokerage fees he was receiving for the supermarket deal or any loans he might have owed to Negrin. MARTINEZ testified he did not receive any IRS forms reflecting the typical 1099 income for contractual services rendered to Negrin, Ekmeiro, or their companies.

MARTINEZ was never questioned about the \$25,000 payment from Negrin dated February 20, 2014, which was discovered by OIG Special Agents after the second interview. At the conclusion of the second interview, MARTINEZ stated all payments from Negrin and Extra -- except for the turn-lane lobbying fees -- were commissions related to the supermarket purchase.

He also stated he never expected to be paid for his role in the supermarket purchase. Although he stated that Negrin wanted to pay him more than the \$20,000 MARTINEZ originally received, he could not remember discussing with Negrin the total amount he was going to be paid for his role in the Extra deal -- whether it was supposed to be an extra \$25,000 or \$50,000 on top of the original \$20,000. MARTINEZ stated he did not know why Negrin was spreading out the payments over several years but later offered as an explanation that Extra began experiencing economic difficulties.

When questioned about his business relationship with Calle Ocho, during the first interview, MARTINEZ stated he did not remember working for the company or the nature of its business. MARTINEZ's statement was made in October 2017, after he had spent the better part of the year communicating with Delgado about the code violations and proposed legislation relating to the Calle Ocho business, and seeking favors from Delgado to benefit his personal employer.

During the second interview, MARTINEZ changed his statement, confirming Delgado paid him the \$2,500 check on the Calle Ocho account for the failed turn-lane lobbying effort.

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<sup>6</sup> A Form 6 is a Full and Public Disclosure of Financial Interests that is required by the Florida Constitution to be filed by all constitutional officers, candidates for such offices, and statewide elected officers.

MARTINEZ also confirmed the \$2,500 payment from Negrin was for the turn-lane lobbying effort and was not, as he originally testified, one of several payments he received for his role in the Extra deal, or undocumented loans from Negrin.

During his second interview, MARTINEZ was asked why he originally claimed the money Negrin gave him was a loan, MARTINEZ stated, "It was a poor choice of words." He did not provide a logical explanation for describing any of the Extra Supermarket income as a loan. At one point, MARTINEZ said he did not consider the income he was receiving from Negrin as salary or payment for services rendered because he never expected to be paid.

The OIG learned from Negrin that after his initial interview, he called MARTINEZ to inform the commissioner that investigators were inquiring about the payments. During this conversation, MARTINEZ encouraged Negrin to tell the truth and reminded Negrin that the payments were a loan. Negrin, however, insisted that the payments were gifts, not a loan and that he told MARTINEZ he was going to describe them as gifts to investigators. Negrin insisted MARTINEZ never asked for compensation for brokering the investment. Negrin was also adamant he never loaned money to MARTINEZ.

Negrin was asked about the multiple payments to MARTINEZ, he initially responded all were intended as appreciation for MARTINEZ's assistance in helping with the purchase of the supermarket business. Negrin was also asked to explain why the Extra Supermarket commissions were paid over the course of five years, Negrin said he compensated MARTINEZ when the supermarket became profitable. It should be noted that, close in time to Negrin's \$5,000 March 2017 payment to MARTINEZ, Negrin personally loaned Extra Supermarket Group \$250,000. Paul Melean, co-owner of Digital Money with Ekmeiro, which manages the finances of several businesses including Extra Supermarket, provided a sworn statement. Mr. Melean testified that his role with Extra Supermarket was limited to analyzing the financial statements. According to his analysis, Extra Supermarket was profitable during the first three years of Negrin and Ekmeiro's ownership, 2013 - 2015.

Although Negrin stated the payments were compensation for bringing the parties together, at several points in his testimony, Negrin described these payments to the elected official as "gifts." In a subsequent interview, Negrin would correct the record, excluding the \$2,500 payment, stating that payment was for a different lobbying venture (the failed turn-lane project), not in "appreciation" for MARTINEZ's help with the Extra purchase.

MARTINEZ confirmed receiving three checks cumulatively worth \$15,000 from Negrin through Extra Supermarket after voters returned him to the BCC in August 2016. The first check, dated November 14, 2016, was issued eight days before he was sworn in. The second check, dated December 8, 2016, was issued two weeks after he was sworn in.

More importantly MARTINEZ confirmed receiving the third check, dated March 25, 2017. That check was issued four months after he was sworn in and twelve days after he agreed to actively handle a complaint from Delgado, involving the code-enforcement violations on his commercial property. The money was paid by Negrin's supermarket, which stood to benefit from MARTINEZ's actions as four of the illegal cargo containers were used by Negrin's Extra Supermarket. MARTINEZ was not only paid but sought to benefit his private employer by requesting Delgado to use his contacts and influence with Ocean Bank for two separate deals. Negrin and Delgado did not acknowledge the payment was for the exchange of the Commissioner's service, neither did MARTINEZ. MARTINEZ, however, deposited the checks.

### **CONCLUSION**

The testimony and evidence listed herein demonstrates JOSE (JOE) A. MARTINEZ engaged in several acts that constitute Unlawful Compensation or Reward for Official Behavior. Unlawful Compensation is defined by statute as:

(1) It is unlawful for any person to knowingly and intentionally give, offer, or promise to any public servant, or, if a public servant, to knowingly and intentionally request, solicit, accept, or agree to accept, any pecuniary or other benefit not authorized by law, for the past, present, or future performance, nonperformance, or violation of any act or omission which the person believes to have been, or the public servant represents as having been, either within the official discretion of the public servant, in violation of a public duty, or in performance of a public duty. This section does not preclude a public servant from accepting rewards for services performed in apprehending any criminal.

The statute also includes the following section:

(3) Prosecution under this section shall not require that the exercise of influence or official discretion, or violation of a public duty or performance of a public duty, for which a pecuniary or other benefit was given, offered, promised, requested, or solicited was accomplished or was within the influence, official discretion, or public duty of the public servant whose action or omission was sought to be rewarded or compensated. § 838.016, Fla. Stat. Ann.

As an elected member of the BCC, MARTINEZ is, by statutory definition, a public servant. Public servant is defined as, "(a) Any officer or employee of a governmental entity, including any executive, legislative, or judicial branch officer or employee;" § 838.014, Fla. Stat. Ann.

MARTINEZ knowingly and intentionally accepted pecuniary benefits in the form of three payments, from Extra supermarket owner Negrin, and solicited the assistance of Delgado on behalf of his employer, Centurion, and in exchange, for past, present, and future

performance within MARTINEZ's official duties. Prior to his re-election in 2016, both Negrin and Delgado sought MARTINEZ's influence and capitalized on his knowledge, experience, and prior position. After the election however, it was in direct exchange for his official duties as a public servant.

MARTINEZ's attempt to characterize the payments while in office as part of a brokerage/lobbying fee for a transaction three years prior for which he was in fact paid, is not supported by the evidence. Clearly the first payment of \$20,000, which bore the memo "lobby fee E.S." was payment for participation in the Extra Supermarket purchase. The statements that Negrin wanted to pay MARTINEZ more than the initial \$20,000 are substantiated by Negrin's two personal checks that followed the initial payment and totaled \$30,000. The next payment to MARTINEZ was not a personal check from Negrin, but a company check for a lobbying effort undertaken by MARTINEZ. The remaining checks totaling \$15,000 were all paid years after the original business deal and were all paid once MARTINEZ was in office. Specifically, MARTINEZ was paid twelve days after arranging a crucial meeting that would benefit both Calle Ocho and Extra Supermarket.

It was at MARTINEZ's direction, that his commission staff set up a meeting for Delgado and Negrin with RER code-enforcement officials to discuss the outstanding fines and possible solutions. MARTINEZ's staff also started working with the County Attorney's Office on a proposed legislative change that would have liberalized the code, allowing one cargo container on every 5 acres of similarly zoned commercial property. The evidence shows Delgado was banking on these proposed code changes to alleviate the outstanding fines and allow him and Negrin to continue benefiting from the illegal cargo containers at the Calle Ocho plaza into mid-August 2017.

That MARTINEZ decided not to forge ahead with the proposed code revision legislation does not vitiate the criminal violation. As set forth above, Florida Statute section 838.016 specifically provides that: "Prosecution under this section shall not require that the exercise of influence or violation of a public duty ... for which a pecuniary benefit was given... was accomplished..." \* (Emphasis added)

The testimony and evidence listed above demonstrates that JOSE (JOE) A. MARTINEZ engaged in several acts that constitute Unlawful Compensation or Reward for Official Behavior and Conspiracy to engage in the same.

### **CRIMINAL VIOLATIONS**

Based upon the foregoing, it is submitted by your Affiant there is probable cause to believe that JOSE (JOE) A. MARTINEZ while in his official capacity as a County Commissioner did unlawfully knowingly and intentionally accept a pecuniary or other benefit not authorized by law, for the performance of what the public servant represented as having been within the official discretion of the public servant and did knowingly commit the



following crimes:

Statute	Type & Degree	Counts	Charge
838.016	Felony 2 <sup>nd</sup> Degree	1	Unlawful Compensation
836.016 & 777.04(3)	Felony 3 <sup>rd</sup> Degree	1	Conspiracy to Commit Unlawful Compensation

Wherefore, Your Affiant prays that an Arrest Warrant be issued commanding the Director of the Miami Dade Police Department in Miami-Dade County, FL, or his Deputies, and the State Attorney for the Eleventh Judicial Circuit, or any of her duly constituted investigators, and all Police Officers of Miami-Dade County, FL, with the proper and necessary assistance, to arrest **JOSE (JOE) A. MARTINEZ**.

**FURTHER, AFFIANT SAYETH NOT**

  
Special Agent Missael Diaz, Affiant

Sworn to and subscribed before me on this the 29<sup>th</sup> of August 2022 by Affiant Missael Diaz.

  
Circuit Court Judge  
Eleventh Judicial Circuit  
Miami-Dade County, Florida