STATE OF FLORIDA

OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 13-216
(Executive Order of Suspension)

WHEREAS, Manuel Maroño, is presently serving as Mayor for the City of Sweetwater, Florida; and

WHEREAS, on August 6, 2013, the United States Attorney for the Southern District of Florida and the Federal Bureau of Investigation filed an complaint charging Manuel Maroño with conspiracy to commit extortion under color of law, in violation of Title 18, United States Code, section 1951(a); which resulted in his arrest on that date; and

WHEREAS, a violation of Title 18, United States Code, section 1951(a) constitutes a felony; and

WHEREAS, section 112.51, Florida Statutes, provides that the Governor may suspend from office any elected municipal officer who is arrested for a felony; and

WHEREAS, it is in the best interests of the residents of the City of Sweetwater, and the citizens of the State of Florida, that Manuel Maroño be immediately suspended from the public office, which he now holds, upon the grounds set forth in this executive order;

NOW, THEREFORE, I, RICK SCOTT, Governor of Florida, pursuant to section 112.51, Florida Statutes, find as follows:

A. Manuel Maroño is, and at all times material was, Mayor for the City of Sweetwater, Florida.

B. The office of Mayor for the City of Sweetwater, Florida, is within the purview of the suspension powers of the Governor, pursuant to section 112.51, Florida Statutes.

C. The attached complaint alleges that Manuel Maroño committed acts in violation of the laws of Florida. This suspension is predicated upon the attached complaint, which alleges conduct constituting a felony and is incorporated as if fully set forth in this Executive Order.

BEING FULLY ADVISED in the premises, and in accordance with the Constitution and the laws of the State of Florida, this Executive Order is issued, effective today:

Section 1. Manuel Maroño is suspended from the public office, which he now holds, to wit: Mayor for the City of Sweetwater, Florida.

Section 2. Manuel Maroño is prohibited from performing any official act, duty, or function of public office; from receiving any pay or allowance; and from being entitled to any of the emoluments or privileges of public office during the period of this suspension, which period shall be from today, until a further Executive Order is issued, or as otherwise provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of Florida to be affixed at Tallahassee, this 6th day of August, 2013.

RICK SCOTT, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2013 AUG -6 PM 3:59
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

United States of America
v.
MANUEL LAZARO MAROÑO,
JORGE LUIS FORTE and
RICHARD F. CANDIA,

Defendant(s)

Case No. 13-3115-AMS

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of June 2011 through the present in the county of Miami-Dade in the Southern District of Florida, the defendant(s) violated:

Code Section	*Offense Description*
18 U.S.C. 1951(a)	The defendants did knowingly combine, conspire, confederate, and agree with each other to obstruct, delay, and affect commerce and the movement of articles and commodities in commerce, by means of extortion, as the terms "commerce" and "extortion" are defined in Title 18, United States Code, Sections 1951(b)(2) and (b)(3), in that the defendants did plan to obtain United States currency and other property not due to the defendants, from another, with his consent, under color of official right, in violation of Title 18, United States Code, Section 1951(a).

This criminal complaint is based on these facts:

See attached affidavit.

☑ Continued on the attached sheet.

Paul J. Wright FBI
Complainant's signature

Paul J. Wright, Special Agent, FBI
Printed name and title

Sworn to before me and signed in my presence.

Date: 08/06/2013

Andrea M. Simonton
Judge's signature

City and state: Miami, FL

The Hon. Andrea M. Simonton, U.S.M.J.
Printed name and title

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

MISC. NO. 13-3115-AMS

UNITED STATES OF AMERICA

vs.

MANUEL LAZARO MAROÑO,
JORGE LUIS FORTE and
RICHARD F. CANDIA,

Defendants.
_____/

AFFIDAVIT IN SUPPORT OF CRIMINAL COMPLAINT

I, Paul James Wright, having been duly sworn, depose and state as follows:

1. I am a Special Agent of the Federal Bureau of Investigation (hereinafter "FBI") assigned to the Miami Division. I have been a Special Agent of the FBI since 2009 during which time I have conducted numerous investigations, including investigations of official corruption. My experience as a Special Agent includes investigations involving local public officials to include code compliance officers, fire fighters, police officers and other local officials who held a position of public trust. For approximately the last four years in Miami, I have been assigned to the Public Corruption Squad.

PURPOSE OF THE AFFIDAVIT

2. This affidavit is submitted in support of a criminal complaint charging that, beginning in or about June 2011 and continuing through the present, at Miami-Dade County, in the Southern District of Florida and elsewhere, **MANUEL LAZARO MAROÑO, JORGE LUIS FORTE**, and **RICHARD F. CANDIA**, did knowingly and willfully combine, conspire, confederate, and agree with each other to obstruct, delay, and affect commerce and the

movement of articles and commodities in commerce, by means of extortion, as the terms "commerce" and "extortion" are defined in Title 18, United States Code, Sections 1951(b)(2) and (b)(3), in that the defendants did plan to obtain United States currency and other property not due to the defendants, from another, with his consent under color of official right, to wit, the defendants did plan to obtain bribes/kickbacks in exchange for official acts of **MAROÑO** that benefited an undercover FBI business company, all in violation of Title 18, United States Code, Section 1951(a).

SCOPE OF AFFIDAVIT AND BASIS OF INFORMATION

3. Since this Affidavit is being submitted for the limited purpose of establishing probable cause in support of a criminal complaint, I have not included each and every fact known to me concerning this investigation. I have set forth only the facts that I believe are necessary to establish the probable cause for the issuance of a complaint.

4. I have personally participated in the investigation, and as a result of this personal participation, as well as information provided by other FBI agents and law enforcement personnel, a review of certain public records, a review of documents received pursuant to grand jury subpoena, a review of recordings of conversations and meetings that occurred between a confidential human source, FBI undercover employees, and **MAROÑO**, **FORTE**, and **CANDIA**, discussions and interviews with the same confidential human source, a review of toll records and other telephone data received pursuant to judicially authorized pen registers and trap and trace devices, a review of judicially authorized Title III wire intercepts of **MAROÑO**'s and **FORTE**'s telephones, and matters that I have personally observed or have been reported to me by other law enforcement agents, I am familiar with the information submitted in this Affidavit.

BACKGROUND OF DEFENDANTS

5. **MANUEL LAZARO MAROÑO,** a/k/a "Manny" is the Mayor of the City of Sweetwater, in Miami-Dade County, Florida. **MAROÑO** was first elected as Mayor in 2002 and is currently in his third elected term. As Mayor of the City of Sweetwater, **MAROÑO** is the chief executive officer for the City of Sweetwater and is responsible for the management and administration of the city government. **MAROÑO** is generally responsible for the supervision and direction of all departments, agencies or offices of the city. **MAROÑO** also currently serves as the President of the Board of Directors of the Florida League of Cities. According to publically available documents, the Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to serve the needs of Florida's cities and promote local self-government. The League's current membership includes more than 400 cities, towns and villages in Florida.

6. **JORGE LUIS FORTE** is a lobbyist and former village manager of North Bay Village, Miami-Dade County, Florida. Documents filed at the Florida Department of State, Florida Division of Corporations list **FORTE** as a manager of 7 Strategies, LLC, a public affairs and business development firm located at 8004 NW 154th Street, Miami Lakes, Florida. Publically available information indicates that **MAROÑO** is a partner in 7 Strategies. Documents filed at the Florida Department of State, Division of Corporations, list **FORTE** as the president and sole officer of Realm Consulting.

7. **RICHARD F. CANDIA** is a lobbyist. **CANDIA** is registered to lobby in various South Florida municipalities, including the City of Sweetwater. Documents filed at the Florida Department of State, Division of Corporations, list **CANDIA** as the president and sole officer of Candia Solutions.

PROBABLE CAUSE

Explanation of Fraudulent Grant Scheme

8. This is an undercover operation in which undercover FBI employees (hereinafter UCEs) proposed the misappropriation of federal grant monies to willing and predisposed individuals, including the defendants, in exchange for kickbacks and bribery payments, and other consideration. The UCEs involved with this investigation purported to be the owners and operators of an undercover, Chicago-based, not-for-profit company, (hereinafter "UC company"), which supposedly assisted municipalities in obtaining and administrating federal grants. For purposes of this investigation, the FBI created a fictitious federal grant available through AmeriCorps, an actual federal government program associated with the U.S. Department of Commerce which addresses local community needs.

9. The fictitious grant involved in this investigation purported to be available from AmeriCorps, but only upon the official request of local municipalities. The UCEs, as principals of UC company, were represented to the defendants to have an inside contact at AmeriCorps who would assist in obtaining approval for grants and enable the UCEs to administer monies on behalf of municipalities. The represented illegal aspects of the proposed UC company deal involved both how it would obtain grants and what it intended to do with the federal monies awarded. As proposed, the fraudulent scheme would have willing public officials obtain the needed municipal approvals for the grant money. But, instead of using the funds to benefit local communities, the substantial majority of the AmeriCorps monies were to be divided up between the principals of UC company and the public officials and others who secured needed approvals, all for their personal gain.

10. The fictitious grant scheme offered to the defendants would come in two stages: "phase one" was to be a smaller, initial assessment grant in order to determine whether a larger, substantial grant would be awarded; "phase two," the larger grant, would purport to substantively address the community problems raised in the grant application. As a prerequisite the municipality had to pass a resolution or ordinance giving UC company permission to apply for the assessment grant on behalf of the municipality. Upon AmeriCorps' approval of the assessment grant, no federal funds would be disbursed directly to the municipality. Instead, as the named administrator of the grant, UC company would pretend to receive the monies and notify the defendants. The assessment grant was to be administered illegally by UC company in that no actual research or assessment would ever be completed; however, a generic, boilerplate study would be produced.

11. To successfully carry out the fraud, the UCEs would tell the defendants the grant scheme was essentially a mechanism to enrich the participants. In addition, to further the fraud scheme, the UCEs explained that the defendants would have to participate in audit or survey calls purportedly conducted by AmeriCorps, but in reality conducted by another undercover FBI employee. On these calls, **MAROÑO** would be asked about the progress of UC company's employees, their work product, and their professionalism, all to assess the effectiveness of the federal grant money paid by AmeriCorps. For the scheme to succeed, **MAROÑO** would be required to mislead and lie during the audit calls when answering these questions.

12. In exchange for their involvement and for **MAROÑO**'s official acts necessary for the scheme's success, **MAROÑO**, **FORTE** and **CANDIA** would receive cash payments and other things of value.

Background of Investigation

I. Introduction of CANDIA and MAROÑO

13. On or about May 26, 2011, a reliable confidential human source ("CHS") informed the FBI that a certain South Florida lobbyist might be able to introduce the UCEs to local politicians the lobbyist believed would be receptive to the fraudulent grant scheme.[1] That lobbyist, later identified as **CANDIA**, was believed to have contacts with public officials willing to accept bribery and kickback payments for assisting with the municipal approvals needed to obtain the federal grant monies. Through the CHS, two UCEs were introduced to **CANDIA**.

14. During a series of consensually recorded meetings, the UCEs explained the fictitious grant scheme to **CANDIA**. Specifically, on September 12, 2011, UCE 1, posing as a principal of UC company, explained to **CANDIA** that "the play here is for the money, is for us to get the money and be able to use the money, you know, and just make money."[2] UCE 1 also explained that although a participating municipality would technically get an economic development study, it would be "generic" or "boilerplate." Because of that, UCE 1 explained the scheme required public officials "in you know, on the team, who understands, what, what's going on here so that um, in the middle of it all, that they don't decide to pull up. You know, I

[1] The CHS has been reliable and has been paid for expenses and services in relation to this ongoing investigation. The CHS has no criminal history.

[2] In this affidavit, I have not discussed every meeting or telephone call between the UCEs, CHS and TARGET SUBJECTS. In addition, I have not included each and every word that was spoken during the recorded calls and meetings. Further, quoted sections of the recordings are based on the FBI's preliminary analysis of the recordings and are not final transcripts. To the extent a quoted conversation includes the term "UI," that indicates unintelligible. "OV" indicates that the speakers' voices were overlapping. The voice identification of the various participants in the recorded meets and conversations is based on the following: (1) information provided by the CHS and UCEs; (2) my review of the video portions of these recordings where the speaker is visible and my familiarity with the voices gained from that review; and (3) the content of the recordings. Finally, throughout this Affidavit, I have offered my interpretations of certain recorded conversations. My interpretations of these conversations is based on my knowledge of the investigation to date, including, but not limited to, conversations with CHS and the UCEs, and my review of the multiple recorded conversations and meets obtained during this investigation. My understanding is also based on conversations with other agents involved in this investigation and my training and experience in public corruption investigations.

can't have that." UCE 1 also explained that "we'll take care of anybody that needs to be taken care of in, you know, whatever form or fashion," and UCE 1 was "willing [to] share whatever profits I get with whomever, including any kind of politicians, . . . who's looking for you know, for something to help me grease it through to make sure that, there's no RFP or anything . . . ."

15. During these same meetings, **CANDIA** indicated that **MAROÑO** might be amenable to the scheme. For example, during a consensually recorded conversation on August 5, 2011, **CANDIA** said he was "eighty percent" sure that **MAROÑO** would participate. During another consensually recorded conversation on September 23, 2011, **CANDIA** added that "[**MAROÑO**]'s not gonna be shy, shy to ask for shit. I mean there will be no end."

16. Following these meetings, **CANDIA** arranged for UCE 2 and the CHS to meet with **MAROÑO**. UCE 2 was posing as an employee of UC company, and an associate of UCE 1. The meeting occurred on November 29, 2011, and was consensually recorded. During the meeting, UCE 2 briefly discussed the grant scheme. **MAROÑO** agreed to pass the necessary Sweetwater resolution.

17. On December 6, 2011, **MAROÑO** caused the City of Sweetwater to pass a resolution authorizing UC company to apply for the grant. The resolution was signed by **MAROÑO** as Mayor of Sweetwater. A copy of the resolution was provided to the UCEs.

II. Introduction of FORTE and Discussion of Potential Expansion of the Scheme

18. On March 2, 2012, **MAROÑO**, **CANDIA**, and the UCEs spoke at a hotel in Coral Gables, Florida, before a dinner meeting where they were to be joined by **FORTE** later that evening. This meeting was consensually recorded. During the meeting, **MAROÑO** asked if Sweetwater had been awarded the assessment grant. The UCEs indicated they had received the initial assessment grant. UCE 1 explained they had been awarded $200,000 for the assessment,

and a potential future $1.2 million for the substantive community development grant. **MAROÑO** stated, "great, glad to hear."

19. **MAROÑO** explained **FORTE** was his "right hand man."[3] **MAROÑO** further explained **FORTE** was "coming back to the private sector with me, 'cause there's certain things that I can't do. . . . There's some limitation as to what I can do." **MAROÑO** went further and explained **FORTE** is "gonna, like, anything that has to do with my city, I can't. I don't even, I, I won't even have that conversation, but he can."

20. The UCEs also explained to **MAROÑO** that as part of a "compliance checklist," someone from AmeriCorps would "probably be reaching out to you" to make sure the program was "on track." UCE 2 explained, "they ask their 10 or 12 questions and, you know, they, they stick that in a file for the next 6 to 8 weeks and they'll come back possibly again . . . ." **MAROÑO** responded, "yeah, it's not a problem."

21. **MAROÑO**, **CANDIA**, and the UCEs discussed taking the grant scheme to other municipalities. In discussing this, **CANDIA** indicated they needed to identify "strong" mayors for the scheme. UCE 2 commented "we certainly don't need somebody going back to the Department of Commerce or AmeriCorps saying, hey, you know, this report sucks." **MAROÑO** responded, "right . . . I understand." **MAROÑO** suggested various possible municipalities to target and ruled out others, and then said "we need to keep it under the radar . . . don't raise a lot of red flags."

22. During the same meeting, UCE 2 explained that although they would provide a report, it would be "very generic, very vague . . . cut and paste, exactly, you got it?" **MAROÑO** responded, "That's cool. Hey, I'm good." Later in the meeting, UCE 1 asked "is there anything

[3] In a previous consensually recorded meeting, **CANDIA** had explained that **FORTE** was **MAROÑO**'s "front, where he, where he needs a front. [**FORTE**] is [**MAROÑO**'s] filter, where he needs a filter."

that we could do for you as a result of what you did for us?" **MAROÑO** responded, "I, I, you could talk to [**FORTE**] about that later. . . . I will not have that conversation."

23. Later, **FORTE** joined **MAROÑO**, **CANDIA**, and the UCEs for dinner. **MAROÑO** advised **FORTE** he "found out that the Sweetwater, the first, and the first one is $200,000." UCE 2 then explained again there would be a survey call. UCE 2 emphasized "everything's gotta be positive otherwise it's gonna raise it to the next level they'll want to take. So, as long as everything comes in positive, they take that piece of paper, they put it in the file." UCE 2 also explained there would likely be another survey to make sure the city "was satisfied . . . and then that's when they would determine whether the next million would be distributed out." **FORTE** responded, "OK."

24. During the meeting, the discussion turned to payment for **MAROÑO** and **FORTE**'s future referrals of potential municipalities that they indicated would potentially participate in a similar scheme. Ultimately, the UCEs and **FORTE** negotiated an agreement wherein **FORTE** and **MAROÑO** would receive twelve percent (12%) of monies disbursed for the first ten cities that participated in a similar fraudulent grant scheme followed by an increase to twenty-five percent (25%) for any additional cities. During the negotiations, **FORTE** discussed the different types of benefits other public officials may request, including tickets for entertainment or sporting events. **FORTE** said it would be beneficial to all to "take care of our friends who are cooperating."

25. Later, **MAROÑO** explained that **FORTE** spoke for him. More specifically, **MAROÑO** stated, "Whatever he, whatever he says, whenever you guys talk, it's, it's like talking to me." **FORTE** echoed, "In Miami-Dade County, you want something from him, you don't call

him, you call me. . . . It's just the way it works." Later, **MAROÑO** again reitcratcd, **FORTE** "is me, . . . if you talk to [**FORTE**], you talk to me."

26. At one point in the meeting, **MAROÑO** excused himself from the table. Shortly thereafter, **FORTE** raised the issue of payment for the Sweetwater grant. Specifically, **FORTE** stated, "With the city [Sweetwater], and I definitely don't want him be involved in that part of the conversation, . . . uhm, what, ah, what do you wanna do with that one? How do you wanna - - - ?" After UCE 1 asked how **FORTE** would like to handle the payment, **FORTE** responded, "Well, I like to do, to do something better that's gonna help me kickstart it." **FORTE** then negotiated a payment of $20,000 for the Sweetwater scheme that would be divided into three separate payments spread out over several months. It was agreed that the UCEs would make the installment payments in cash. The meeting ended soon thereafter.[4]

The Pay-Offs to MAROÑO and FORTE Begin

I. The First "Phase One" Sweetwater Payment

27. On March 15, 2012, the CHS and UCE 2 participated in a consensually recorded meeting with **FORTE** at a restaurant in Miami Beach, Florida. Following dinner, UCE 2 provided **FORTE** with an envelope containing $6,600 in United States currency, which was prearranged as the first of three installment payments to **MAROÑO** and **FORTE** for **MAROÑO**'s official action in obtaining the City of Sweetwater grant approval resolution for the UC company. As UCE 2 made the pay-off, he explained, "that's $6,600, that is ten percent of the first disbursement." UCE 2 then asked how they wanted to do the payments because the $20,000 total pay-off would not split evenly three ways. **FORTE** responded, "It doesn't matter to us" and suggested they should just do what was easier for the UCEs.

[4] During the course of this meeting, **MAROÑO** stated that he was unwilling to do anything illegal.

28. After making the pay-off, UCE 2 provided **FORTE** with a letter UCE 2 described as an "acknowledgement or recommendation letter" **MAROÑO** needed to sign. UCE 2 had previously explained the letter would be submitted to AmeriCorps in connection with the grant scheme. **FORTE** agreed to have **MAROÑO** sign the letter and provide it to the UCEs.

29. On March 19, 2012, UCE 1 made a consensually recorded call to **MAROÑO**. UCE 1 advised **MAROÑO** he had heard that **FORTE** and UCE 2 had a good meeting, referring to the meeting on March 15, 2012, where UCE 2 paid **FORTE** $6,600 in United States currency. **MAROÑO** responded, "they sure did, they sure did." **MAROÑO** then asked, "You got that document? We should have it faxed today?" I believe that **MAROÑO** was asking the UCEs if they had received the official City of Sweetwater letter, which **MAROÑO** had signed so that the UCEs could send the correspondence from the city to AmeriCorps. The UCE confirmed receipt of the letter and thanked **MAROÑO** for his help. Subsequently, UCE 1 received the original signed letter from **MAROÑO** via U.S. mail.

II. The Second Sweetwater "Phase One" Payment

30. On April 17, 2012, UCE 1 and UCE 2 participated in a consensually recorded meeting with **FORTE** at a restaurant located in Sweetwater, Florida. During the meeting, UCE 2 asked **FORTE** how he wanted to receive the second payment of $6,600 for the passing of the Sweetwater resolution. **FORTE** responded, "we could do it today," and asked if the UCEs had it in an envelope. UCE 2 then handed **FORTE** an envelope containing $6,600 in United States currency, which **FORTE** placed in his pants pocket. **FORTE** then stated, "We're good," and asked, "What's the amount?" UCE 2 confirmed it was $6,600. The UCEs asked **FORTE** if he was good with the cash payments. **FORTE** responded, "you kidding me?" **FORTE** stated, "I

know how to calculate taxes, that's always great." **FORTE** added, "it always gives us a little play money."

31. On April 19, 2012, UCE 1 and UCE 2 accompanied **MAROÑO** and **FORTE** to a Miami Heat basketball game in Miami, Florida. Little of the fraudulent grant scheme was discussed. But, at one point during the evening, UCE 1 asked **MAROÑO** if he had received the second Sweetwater payment and if **MAROÑO** was "good with it?" **MAROÑO** nodded affirmatively and said that everything was satisfactory.

MAROÑO Answers the First Survey Call

32. On May 7, 2012, UCE 1 placed a telephone call to **MAROÑO** to alert **MAROÑO** that a representative of AmeriCorps would be calling him to conduct a survey about work the UC company was supposedly doing in the City of Sweetwater. UCE 1 told **MAROÑO** that he needed to make UC company look good. **MAROÑO** agreed and said he would call UCE 1 when the survey was completed. This conversation was not recorded due to an equipment malfunction.

33. On May 10, 2012, an undercover FBI employee ("UCE 3"), posing as an auditor from the AmeriCorps program, placed a consensually recorded call to **MAROÑO.** During the call, **MAROÑO** answered a series of questions in which he told UCE 3 the federal grant funds were being put to good and constructive use for the public benefit, though he then and there well knew that no such official work was taking place:

UCE 3: Ah, the first question will be: How do you find [UC company] to be responsive or unresponsive to your community needs during the assessment phase of the feasibility study?

MAROÑO: Ah, responsive.

UCE 3: You found them responsive?

MAROÑO: Yes, ma'am.

UCE 3: OK. Has [UC company] maintained consistent communication with you about the progress of the feasibility study including the specific community development needs in your municipality?

MAROÑO: Yes, ma'am.

UCE 3: Okay, have you communicated with a representative of [UC company] about the specific needs of your community?

MAROÑO: Ummm.

UCE 3: Daily, weekly, monthly?

MAROÑO: Sometimes every week, ah, once a week, um, minimal, I've spoken to them two times, twice a month, but usually every week, I'd say, we talk.

UCE 3: Okay perfect. Ah, has [UC company] provided on-the-ground personnel to assist you, your municipality, bill department, review municipal records, or interview municipal personnel?

MAROÑO: Yes.

UCE 3: Okay. How would you rate the efficiency of work of [UC company]'s assessment personnel? Highly efficient, efficient, or inefficient?

MAROÑO: Um, thus far, highly efficient.

UCE 3: Okay. What if any comments have you received from your municipal personnel about the professionalism, diligence, cautiousness, of [UC company]'s assessment personnel?

MAROÑO: They're very happy to be dealing with a professional company, um, obtaining reports that we really want to have, so, so they're, they're very happy, they've been, um, very responsive to them, and they've been very professional and easy to work with.

UCE 3: Excellent. Okay. Has your municipality provided adequate work space and support to [UC company]'s assessment personnel?

MAROÑO: Yes, ma'am.

UCE 3: What specific economic and community development projects are being studied for your municipality by [UC company]'s assessment personnel?

MAROÑO: What economic development? Um, we're a small city, and, and, um, we really need, ah, to understand the community's needs, and they're really helping us with understanding the economic development and job growth. We really need to get those jobs.

UCE 3: And they're focusing on the job environment?

MAROÑO: Yes.

UCE 3: Okay. How satisfied are you about the usefulness of the proposed project being studied? Very satisfied, satisfied, or unsatisfied?

MAROÑO: Very satisfied.

UCE 3: Are the proposed the community development project feasibility study [sic] an efficient and worthwhile use of taxpayer funds?

MAROÑO: Absolutely…needed. It's very needed for the community and for the country. It's very needed.

UCE 3: Okay. Ah, is there anything that you would like to add, ah, or let us know about [UC company]?

MAROÑO: Mmm, they're very, very professional, very efficient, and, um, I'm very happy to be working with a professional company of that standard.

UCE 3: Okay, perfect, well, sir, that will be it. Thank you so much for your time and have a good day.

MAROÑO: Thank you, thank you, bye-bye.

UCE 3: Bye.

34. On May 10, 2012, immediately after the purported AmeriCorps' survey call, **MAROÑO** called **FORTE**. During the call, **MAROÑO** advised **FORTE** about the nature of the survey call and that the call had gone well.[5]

35. On May 14, 2012, UCE 1 placed a recorded telephone call to **MAROÑO** and immediately asked about the AmeriCorps survey call: "How's the, how did that survey go?" **MAROÑO** responded, "Yo, it went fantastic, it went very well, it was a couple of questions, it

[5] This call was intercepted pursuant to a judicially authorized Title III wiretap. Unless otherwise indicated, all calls quoted hereinafter were intercepted pursuant to a judicially authorized wiretap.

was fine." UCE 1 asked, "Yeah, you made [the UCE company] look good, did ya?" **MAROÑO** said, "Yes sir, you guys were, were awesome up there. The best." After discussing the fact that some of the questions concerned economic development, UCE 1 wanted confirmation **MAROÑO** had "handled most of the questions like we needed them handled." **MAROÑO** reassured UCE 1, "Yeah, they were, they were simple, easy, and they were nonchalant. They were, they were good." UCE 1 then informed **MAROÑO** he was hearing a rumor there may be a follow-up letter that AmeriCorps will send to **MAROÑO** asking him to certify the results of the survey, to which **MAROÑO** responded, "No problem. It'll come to me, that's not a problem."

36. On May 24, 2012, **CANDIA** received and accepted a $2,500 pay-off for his help in the successful Sweetwater grant scheme. The pay-off was made in United States currency handed directly to **CANDIA.**

The Potential Referral Business

37. During this same time frame, as discussed at the March 2, 2012 meeting, **MAROÑO** and **FORTE** identified various other public officials they indicated might participate in the same type of grant scheme within their respective municipalities. **MAROÑO** and **FORTE** arranged meetings between the UCEs and these various public officials and were also present at these meetings.

38. For example, on or about April 18, 2012, **FORTE** and **MAROÑO** introduced the UCEs to Public Official A as a potential participant in the scheme. Public Official A did not participate in the scheme.

39. Nevertheless, **FORTE** and **MAROÑO** were paid for the introduction. Specifically, on or about April 18, 2012, the UCEs made a cash payment of $5,000 to

MAROÑO and **FORTE** inside an automobile. The UCEs, who were seated in the rear of the vehicle, placed the envelope of cash on the center console between the driver's seat and the front passenger seat. **FORTE**, who was in the front passenger seat, took the envelope of cash. **MAROÑO** was driving the vehicle.

40. On May 23, 2012, **MAROÑO** and **FORTE** facilitated the introduction of the UCEs to Public Official B. Like Public Official A, Public Official B did not participate in the scheme. Following the meeting with Public Official B, **FORTE** and the UCEs met at a country club in Miami. After the meeting, **FORTE** drove the UCEs back to their hotel where UCE 2 gave **FORTE** a payment of $5,000 in United States currency for his and **MAROÑO**'s assistance in setting up the meeting.

41. After the payment, **FORTE** called **MAROÑO**. During that call, **FORTE** answered, "No. I mean, 'cause right now, he [UCE 2] just left my car and he gave it to me now and obviously you were right . . . ." I believe the reference to **FORTE** getting "it" concerns the fact that the UCE 2 had just paid the finder's fee for the referral.

42. On June 20, 2012, **FORTE** told **MAROÑO** during a telephone conversation the UCEs wanted to renegotiate the finder's fee arrangement. **MAROÑO** was upset the UCEs wanted to renegotiate the deal. **MAROÑO** complained he and **FORTE** were making less money through the scheme than the UCEs, "[w]hen they're, when they're getting pay-outs for not doing a fucking thing but copying and pasting, realistically." Later in the call, **MAROÑO** and **FORTE** discussed an upcoming Florida League of Cities event where **MAROÑO** would use his new position as President to introduce the UCEs to other public officials. The call ended with **FORTE** indicating he would speak with the UCEs regarding their payments.

43. Later in June, **FORTE** and **MAROÑO** facilitated meetings between the UCEs and two other public officials. Again, these public officials did not participate in the scheme. Nevertheless, on July 2, 2012, UCE 2 paid $10,000 in United States currency to **FORTE** as a fee for introducing both UCEs to these public officials.

44. During this same meeting, **FORTE** asked about the money still owed to **MAROÑO** and **FORTE** for phase one of the Sweetwater deal. UCE 2 explained the third disbursement of funds for the Sweetwater grant had not yet been received or approved.

45. That same day, after the above described meeting, **FORTE** called **MAROÑO** and engaged in the following conversation:

FORTE: Yeah...All good

MAROÑO: All good, okay...cool.

FORTE: Five, Five... each

MAROÑO: Okay, its less than we thought but that's fine

FORTE: Yeah, but the rest....will probably be uhh at the end of July

MAROÑO: Okay, thats fine

FORTE: Yes, yes, all good, all good [OV]

MAROÑO: I will call you when I head that way.

FORTE: Okay, bye.

I believe that during this call, when **FORTE** referred to "five, five . . . each" he was referring to $5,000 each for **MAROÑO** and **FORTE** and that the $10,000 pay-off was to be evenly split between **MAROÑO** and **FORTE**.

46. On July 2, 2012, **CANDIA** received and accepted a $2,500 pay-off for his help in the successful Sweetwater grant scheme. The pay-off was made in United States currency handed directly to **CANDIA.**

The Third Payment for Phase One of the Sweetwater Deal

47. On August 6, 2012, **FORTE** traveled to Chicago, Illinois, to meet with UCE 1 and UCE 2 for the purpose of collecting the final pay-off of $6,800 for Sweetwater deal. All conversations were consensually recorded. After dining at a restaurant and showing **FORTE** around Chicago, the UCEs drove him to an area around the airport where UCE 2 paid **FORTE** $6,800 in cash from an envelope. After giving the cash to **FORTE**, UCE 1 stated, "Don't lose it on us. I don't want Manny to be pissed at us." **FORTE** responded, "That would be my fault."

48. On August 22, 2012, the UCEs met with **MAROÑO**, at a hotel in Hollywood, Florida. During this meeting, the following conversation took place in reference to the $6,800 pay-off on August 6, 2012, to **FORTE** in Chicago, Illinois.

UCE 1: Jorge came to Chicago, he brought you back a souvenir. You good?

MAROÑO: What he bring me back?

UCE 1: Huh?

MAROÑO: He brought me something back?

UCE 1: He brought you back..

MAROÑO: What did he bring me back? I don't remember.

UCE 1: Well, we made the last installment payment. He got your cut.

MAROÑO: Oh yeah, souvenir.

UCE 1: Yeah that's your souvenir.

The Potential Referral Business

49. In late August 2012, a Florida League of Cities event was held in Hollywood, Florida. At the suggestion of **CANDIA**, **FORTE** and **MAROÑO**, the UCEs attended the event. While at the event, **FORTE**, **CANDIA** and **MAROÑO** capitalized on **MAROÑO**'s position as president of the board of directors by introducing several public officials to the UCEs with the claimed purpose of recruiting public officials to take part in a similar grant scheme within their respective municipalities.

50. In preparation for the event, on August 23, 2012, the UCEs, **FORTE**, **CANDIA**, the CHS and **MAROÑO** met. This meeting was consensually recorded. During the meeting, **MAROÑO** discussed his strategy for identifying other politicians he claimed may be willing to participate in the grant scheme. **MAROÑO** also discussed how these politicians should properly answer the audit or survey call: Referring to the May 10, 2012, audit call discussed above, **MAROÑO** stated:

> I had no problems whatsoever . . . But I didn't get briefed on what the questions were going to be, but I knew what I needed to answer. Cuz identifying the person and recognizing that he's going to have that ability to, you know, did they come and meet with you? Yeah yeah, we had a great time, did you, yeah, yeah, yeah, we, you answered questions knowing that you're fucking lying, but you gotta be able to have that charisma, to be able to pull it off, to bullshit her.

51. In the days that followed, the UCEs were introduced to several public officials that **CANDIA**, **MAROÑO**, and **FORTE** had identified as potential participants in the scheme. Nevertheless, none of these officials participated in the scheme.

FORTE Reinitiates Contact and Phase Two Begins

52. In early 2013, **FORTE** attempted to contact UCE 2 by telephone. More specifically, UCE 2's telephone showed that on January 30, 2013 and February 1, 2013, the

telephone used by **FORTE** placed calls to UCE 2's telephone number. These calls went unanswered by UCE 2.

53. On February 6, 2013, UCE 2 placed a consensually recorded telephone call to **FORTE**. At the beginning of the call, **FORTE** stated, "I been trying, ah, I been trying to chase you down man." **FORTE** went on to explain, "I been trying for a while, I've been wanting to, to catch up with you guys . . . ."

54. Later in the conversation, **FORTE** asked, "Where are we looking with the original process?" The following conversation ensued:

UCE 2: The original one for . . .

FORTE: Yeah, The first one we ever did .

UCE 2: Umm, you mean like the extension on that one, like phase two of that?

FORTE: Yeah, exactly.

UCE 2 then went on to explain that "phase two" of the grant, the larger sum of money, could be delayed due to budget problems. Later in the conversation, **FORTE** said "if you could find a way to speed [the original one] up, that would be fantastic." During this same call, UCE 2 and **FORTE** discussed the UCEs' potential trip to Florida during the last week of February. With regard to the above, I believe when **FORTE** said the "original one" he was referring to the Sweetwater deal, and more specifically phase two of the Sweetwater deal. Sweetwater was the first and only deal done with **MAROÑO** and it was the only one that had moved into "phase two."

55. On February, 23, 2013, UCE 2 placed a consensually recorded call to **FORTE** to discuss the potential schedule for the upcoming trip. During the same call, **FORTE** asked, "any

word on the second phase of Sweetwater?" UCE 2 indicated that it was looking good and that "it was coming." **FORTE** responded, "I hope so."

The Second Survey Call to MAROÑO and Phase Two Grant Payments

56. On February 26, 2013, the UCE's met with **FORTE** at a restaurant in North Bay Village, Florida. The meeting was consensually recorded. During this meeting, the phase two portion of the Sweetwater grant was discussed as well as ways to structure the payments to **FORTE** and **MAROÑO**. In prior meetings, the UCE's had made it known to **FORTE** that phase two would be a $1.2 million dollar grant provided to UC company. **FORTE** and **MAROÑO** had previously negotiated ten percent of the phase two grant for their own benefit. Pursuant to this agreement, **MAROÑO** and **FORTE** were to receive a total of $120,000 at a rate of $10,000 monthly for a period of twelve (12) months. During the February 26, 2013 meeting, the UCEs advised **FORTE** that **MAROÑO** would have to handle another telephone call from AmeriCorps before the phase two grant would be distributed.

57. On March 15, 2013, UCE 3, posing as an auditor from AmeriCorps, called **MAROÑO**. **MAROÑO** answered a series of questions in which he told UCE 3 that the federal grant funds were being put to good and constructive use for the public benefit, though he then and there well knew that no such official work was taking place:

MAROÑO: Hello?

UCE: Yes, hi, good morning, may I speak to Mr. Manny **MAROÑO**?

MAROÑO: Speaking.

UCE: Yes, good morning, my name [UCE 3] and I'm with AmeriCorps. Do you have a few minutes that I can ask you a few questions?

MAROÑO: Yes ma'am absolutely.

UCE: Are you available now sir?

MAROÑO: Yup, yup yup.

UCE: Ok, thank you, I appreciate it. I know it's, uh, kind of early, so, if you haven't had your coffee.

MAROÑO: No problem.

UCE: That, that's no problem. It'll be quick.

MAROÑO: (laughter)

UCE: (laughter)

MAROÑO: I had some of it already; I had one, one cup, so we're good.

UCE: Ok sir, uh, the first question I need you to answer for me is: Did representatives of [UC company] meet with you to specifically discuss the current state of underemployment in your city?

MAROÑO: Yes ma'am.

UCE: Ok. Has [UC company] provided a written report detailing the current state of the underemployment for the City of Sweetwater?

MAROÑO: Yes Ma'am.

UCE: Do you remember how long ago was that?

MAROÑO: (unintelligible)

UCE: It doesn't have to be exact, just an approximate.

MAROÑO: Within in the past, in don't know, few months, months, two months, three weeks. I, I.

UCE: Like two months ago?

MAROÑO: I mean, I don't know, I don't really, I really couldn't think, only if I had to. I mean I could look it up and try to find out but it was all. I can't think what.

UCE: Yeah, that's no problem, I just need an approximate.

MAROÑO: I know I have it.

UCE: Ok

MAROÑO: Yeah.

UCE: Uh, did the report meet the expectations of you and your administration?

MAROÑO: Yes, it was very helpful.

UCE: Ok great. Was the information provided to your city on schedule?

MAROÑO: Yes.

UCE: Ok. Was it clearly and professional written?

MAROÑO: Yes.

UCE: Were you verbally briefed as well as uh provided a written report?

MAROÑO: Yes.

UCE: Do you remember who, who briefed you?

MAROÑO: [UCE 2]

UCE: [UCE 2], ok thank you so much. Has [UC company] provided a written report of the best practices as it relates to combating underemployment in your city?

MAROÑO: Yes.

UCE: Ok. Will you continue to endorse [UC company] as they fulfill their commitment to further research opportunities for economic development in the City of Sweetwater as detailed in the feasibility study?

MAROÑO: Absolutely, yes.

UCE: Perfect, great, that will be all Mr. **MAROÑO**. Thank you so much, I appreciate you, uh, giving me.

MAROÑO: Thank you.

UCE: You have a great day sir.

MAROÑO: Thank you, you too. Bye bye.

UCE: Bye bye.

58. To date, **MAROÑO** has never been provided with any written report from the UCEs, despite his statement that he had received a "written report detailing the current state of the underemployment for the City of Sweetwater." Similarly, the UCEs have not "verbally briefed" **MAROÑO** on any such report. Likewise, **MAROÑO** has never been provided with a "written report of the best practices as it relates to combating underemployment in" Sweetwater.

59. On the same day, March 15, 2013, UCE 2 received a text message from **FORTE**'s cellular telephone stating, "It was a great call this morning!" At approximately 4:06 p.m. the same day, UCE 2 called **FORTE** to discuss the audit survey call. **FORTE** advised UCE 2 that **MAROÑO** handled the call this morning and it was a positive conversation.

I. The First Phase Two Grant Pay-Off

60. On March 25, 2013, the UCEs met with **FORTE** and **MAROÑO** for dinner at a restaurant in Coral Gables, Florida, for the purpose of receiving the first phase two payment of $10,000 for the "Sweetwater deal." The meeting was consensually recorded with audio and video. During the meeting, UCE 1 alluded to the fact that the bribe payment was concealed in a notebook on the table. While in a conversation about NBA basketball, UCE 1 jokingly suggested by tapping on the notebook that he would bet the contents in the notebook that the Chicago Bulls would beat the Miami Heat in an upcoming game.

61. After the meal, the UCEs followed **FORTE** outside the restaurant to his vehicle to make the cash pay-off to **FORTE**. After the pay-off was made, UCE 2 asked **FORTE** if the UCEs needed to start cutting a check next time or splitting the money fifty-fifty as previously discussed. **FORTE** indicated, "We could do it either way. Whatever which way you guys want."

62. On April 23, 2013, UCE 1 placed a phone call from Chicago, Illinois, to **MAROÑO** in Miami-Dade County.[6] During that telephone call, UCE 1 inquired about the recent payment to **FORTE**:

UCE 1: . . . Hey listen, and, I know you're busy but let me, uh, last time we got to talk, and I didn't get the chance. Are you good with the package I gave Jorge when we had dinner last time? I just want to make sure you're happy.

MAROÑO: Ummm. I don't know what you're talking about.

UCE1: Ok, alright, well, you know, I just wanted to make that Jorge got what he needed.

MAROÑO: I guess, Jorge seemed fine, he seemed happy, he seemed, the dinner was fine.

UCE 1: Perfect.

MAROÑO: Alright.

The conversation then ended with small talk about meeting up when the UCEs returned to Miami, Florida.

63. The next day, on April 24, 2013, UCE 2 called **FORTE**. During that consensually recorded telephone call, the following was discussed:

UCE 2: Hey, let me ask you, umm, you know [UCE 1] was trying when he was talking with **[MAROÑO]**, umm, yesterday, he was, he was trying, you know, you know how he kinda got a little bit of a code worked out that, he was happy with the package that we had brought you and stuff like that and and I think you know Manny said something like, he has no idea what he was talking about or something like that.

FORTE: Well, because he is not going to acknowledge anything of that sort on the phone...

UCE 2: Yeah, no, that, you know that's what I was trying to tell him. I go, Dude, he's getting the money, don't worry about it, umm, you know, he, he, you know, and, so, that's what I was trying to explain to him and calm his fucking nerves. You know, you know how he is, you know how he is.

[6] I therefore believe based on my training and experience that this telephone call resulted in an interstate wire signal. It should be noted that many of the calls between the UCEs and the defendants were made when the UCEs were outside of Florida. Both UCEs reside outside of Florida. The defendants, as part of the undercover operation, believe that both UCEs reside in Chicago, Illinois.

FORTE: Yeah, but [UCE 1] needs to chill out. If there's a problem, the same way that when there's a problem I hear from [UCE 1], I'm sure that [UCE 1] would, would hear if there's a problem.

Based on the above conversation, I believe that **MAROÑO**'s response to the question regarding whether he received the package ("I don't know what you are talking about") was intended to protect **MAROÑO** from making incriminating statements on the phone with the UCE. I believe this, in part, based on **FORTE**'s statement that **MAROÑO** "is not going to acknowledge anything of that sort on the phone."

64. On April 25, 2013, the CHS placed a consensually recorded telephone call to **CANDIA**. During that call, **CANDIA** said he had spoken with **FORTE**. According to **CANDIA**, **FORTE** had complained that the UCEs were not being discreet enough in their dealings with **MAROÑO**:

CANDIA: They give whatever to [**FORTE**], who takes it to his friend..but the [UCEs] are calling his friend directly and he doesn't like talking about that stuff on the phone, or texting, or anything like that, and [**FORTE**] wanted to make sure they try not to do that anymore.

CHS: [UCEs] must have spoken. I guess it was [**MAROÑO**] then, right?

CANDIA: Yeah, directly and he doesn't like doing that stuff on his phone, or no text, or anything like that.

During the above call, I believe that **CANDIA**'s statement "he doesn't like doing that stuff on his phone," is a reference to the fact that **MAROÑO** does not like talking to the UCEs about the pay-offs over the phone. I also believe that **CANDIA**'s statement that "[t]hey give whatever to [FORTE], who takes it to his friend," is a reference to the fact that the Sweetwater grant pay-offs are being split with **MAROÑO**.

II. The Second Phase Two Pay-Off

65. On May 14, 2013, the UCEs met with **FORTE** for dinner at a restaurant in Miami, Florida. After dinner, the UCEs gave **FORTE** a $10,000 pay-off for **MAROÑO** and **FORTE** as part of the second phase of the Sweetwater Deal. The pay-off was made in the form a check made payable to Realm Consultants. Bank records indicate that the check was deposited on the next day, May 15, 2013.

CONCLUSION

66 Based on the foregoing, your affiant respectfully submits that there is probable cause to believe that beginning in or about June 2011 and continuing through the present, at Miami-Dade County, in the Southern District of Florida and elsewhere, **MANUEL LAZARO MAROÑO, JORGE LUIS FORTE,** and **RICHARD F. CANDIA** did knowingly and willfully combine, conspire, confederate, and agree with each other and others known and unknown to obstruct, delay, and affect commerce and the movement of articles and commodities in commerce, by means of extortion, as the terms "commerce" and "extortion" are defined in Title 18, United States Code, Sections 1951(b)(2) and (b)(3), in that the defendants did plan to obtain United States currency and other property not due to the defendants, from another, with his consent, under color of official right, in violation of Title 18, United States Code, Section 1951(a).

FURTHER AFFIANT SAYETH NAUGHT.

Paul J. Wright - FBI

PAUL J. WRIGHT, SPECIAL AGENT, FBI

Sworn and subscribed to before me this 6th day of August, 2013.

Andrea M. Simonton

THE HON. ANDREA M. SIMONTON
UNITED STATES MAGISTRATE JUDGE