

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 14-32 (Executive Order of Removal)

WHEREAS, on August 6, 2013, Manuel Maroño (Maroño), Mayor of the City of Sweetwater, Florida, was arrested for conspiracy to commit extortion under color of law, in violation of Title 18, United States Code, section 1951(a); and

WHEREAS, on August 6, 2013, by Executive Order 13-216, Maroño was suspended from his position as Mayor of the City of Sweetwater, pursuant to the Governor's suspension powers under section 112.51, Florida Statutes; and

WHEREAS, on October 17, 2013, the United States Attorney for the Southern District of Florida charged Maroño by information with one count of conspiracy to commit honest services wire fraud in violation of Title 18, United States Code, section 371 (attached); and

WHEREAS, on January 23, 2014, the United States District Court for the Southern District of Florida, adjudicated Maroño guilty of conspiracy to commit honest services wire fraud, and sentenced him to 40 months imprisonment (attached); and

WHEREAS, section 112.51(5), Florida Statutes, provides that the Governor shall remove a municipal official who is convicted of any charge contained in an indictment or information by reason of which the official was suspended under the provisions of section 112.51.

NOW, THEREFORE, I, RICK SCOTT, Governor of Florida, pursuant to section 112.51, Florida Statutes, issue the following executive order, effective immediately:

Manuel Maroño is hereby removed from public office as Mayor of the City of Sweetwater, Florida.



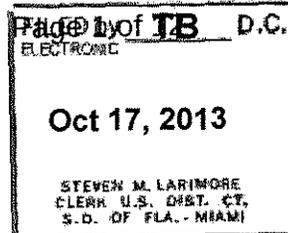
IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 24th day of January, 2014


RICK SCOTT, GOVERNOR

ATTEST:


SECRETARY OF STATE

FILED
2014 JAN 24 PM 3:00
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
13-20796-CR-ZLOCH/HUNT
CASE NO. _____

18 U.S.C. § 371

UNITED STATES OF AMERICA

vs.

**MANUEL LAZARO MAROÑO and
JORGE LUIS FORTE,**

Defendants.

INFORMATION

The United States Attorney charges that:

GENERAL ALLEGATIONS

At all times relevant to this Information,

The City of Sweetwater and the Office of the Mayor

1. The City of Sweetwater was a municipality located within the State of Florida and the Southern District of Florida.
2. The City of Sweetwater was incorporated in 1941 and was a unit of, and subject to, the laws of Florida. The legislative powers of the City of Sweetwater were vested in the city commission. The city commission was comprised of seven elected persons. Generally, the commission members served for four-year terms of office.
3. The mayor of the City of Sweetwater is an elected official who generally serves a four-year term of office. The executive authority of the City of Sweetwater was vested in the mayor. The mayor was the chief executive officer of the City of Sweetwater and was

responsible for the management and administration of the city government. The mayor was responsible for the supervision and direction of all departments, agencies or offices of the city. The legislative power of the mayor was limited to his right to participate in meetings of the city commission, the power of veto, approval in writing of ordinances and resolutions, but the mayor had no right to vote. However, the mayor could and did recommend that certain items, to include resolutions, be added to the agenda for consideration of the city commission. The mayor was also required to keep the city commission fully advised as to the financial condition and future needs of the city and make such recommendations to them concerning the affairs of the city as the mayor deemed advisable or the city commission requested.

The Defendants

4. Defendant **MANUEL LAZARO MAROÑO** was the Mayor for the City of Sweetwater. In this elected position, defendant **MAROÑO** was a public official and an agent of the City of Sweetwater.

5. Defendant **JORGE LUIS FORTE** was a long-time friend, business associate, and confidant of defendant **MANUEL LAZARO MAROÑO**.

Sunshine Universal

6. Sunshine Universal was a Federal Bureau of Investigation undercover company posing as a grant writing and administration business.

7. Undercover FBI Employee 1 (UCE 1) and undercover FBI employee 2 (UCE 2) posed as principals of Sunshine Universal.

8. UCE 1 and UCE 2 purported to have an inside contact at AmeriCorps, a real federal agency, that would aid Sunshine Universal in obtaining federal grant money from AmeriCorps. The grant money was purportedly designated to be used for economic

development studies to be provided to local municipalities. No moneys were to be received by local municipalities, only a written study supposedly done by Sunshine Universal. However, as explained by UCE 1 and UCE 2, although a study would be produced, it would be of poor quality and the substantial amount of the grant money received by Sunshine Universal would be used to enrich anyone that participated with them in the scheme to obtain the money.

9. As explained by UCE 1 and UCE 2, to succeed in obtaining the federal grant monies, they needed local municipalities to pass resolutions in support of Sunshine Universal's grant application. They also needed local officials to perform additional official acts, including signing a letter endorsing Sunshine Universal's application and answering an audit or survey call that purportedly came from AmeriCorps that addressed the administration and use of the grant funds.

10. UCE 1 and UCE 2 indicated they were willing to make payments to any public officials that would provide favorable official acts necessary to obtain the federal grant money.

COUNT 1
Conspiracy to Commit Honest Services Wire Fraud
(18 U.S.C. § 371, 1343 & 1346)

11. Paragraphs 1 through 10 of the General Allegations section of this Information are re-alleged and incorporated as though fully set forth herein.

12. Beginning at least as early as in or around October 2011, and continuing through on or about August 6, 2013, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

MANUEL LAZARO MAROÑO and
JORGE LUIS FORTE,

did knowingly and willfully combine, conspire, confederate, and agree with each other and R.C. to commit an offense against the United States of America, that is, to devise, and intend to

devise, a scheme and artifice to defraud the citizens of Sweetwater and the City of Sweetwater of their right to the honest and faithful services of **MANUEL LAZARO MAROÑO** through bribery and kickbacks and the concealment of material information, and for the purpose of executing such scheme and artifice did transmit and cause to be transmitted by means of wire, radio, or television communication in interstate and foreign commerce, any writings, signs, signals, pictures, and sounds, in violation of Title 18, United States Code, Section 1343 and 1346.

OBJECT OF THE CONSPIRACY

13. A purpose and object of the conspiracy was for the conspirators to unlawfully enrich themselves by secretly using **MANUEL LAZARO MAROÑO**'s official position and power to solicit and accept payments and other things of value from Sunshine Universal in exchange for favorable official actions by **MAROÑO**.

THE MANNER AND MEANS

The manner and means by which the conspiracy was accomplished included, among other things, the following:

14. After learning the nature and extent of the Sunshine Universal scheme, R.C. would identify **MANUEL LAZARO MAROÑO** as a public official who would likely exchange favorable official acts for kickbacks.

15. R.C. would approach **MANUEL LAZARO MAROÑO** about the Sunshine Universal scheme and initially serve as a conduit between Sunshine Universal and **MAROÑO**.

16. Using his official position as Mayor of Sweetwater, **MANUEL LAZARO MAROÑO** would agree to, and would perform favorable official acts to enable Sunshine Universal to receive federal grant money.

17. In exchange for **MANUEL LAZARO MAROÑO**'s favorable official acts, **MAROÑO, JORGE LUIS FORTE** and R.C. would receive and accept cash and other things of value from Sunshine Universal.

18. To ensure that Sunshine Universal received the federal grant money in furtherance of the kickback scheme, **MANUEL LAZARO MAROÑO** would falsely claim to an individual posing as an employee of AmeriCorps during audit surveys that the federal grant money was being put to good and constructive use for the public benefit.

19. To conceal the true nature of the relationship with Sunshine Universal, **MANUEL LAZARO MAROÑO** would withhold material facts from the citizens of Sweetwater and the City of Sweetwater, to include: his ongoing receipt of payments from Sunshine Universal; that Sunshine Universal had received federal grant money using Sweetwater's authority; and that the economic development study that Sweetwater would receive would be, at best, of very poor quality.

20. To conceal the true nature of the relationship between Sunshine Universal and **MANUEL LAZARO MAROÑO, JORGE LUIS FORTE** would serve as a frontman collecting all kickback payments from Sunshine Universal which were thereafter divided equally with **MAROÑO**.

21. To conceal the true nature of the relationship between Sunshine Universal and **MANUEL LAZARO MAROÑO, JORGE LUIS FORTE** would direct the UCEs to not discuss the cash payments with **MAROÑO** on the telephone.

OVERT ACTS

In furtherance of the conspiracy and to accomplish its object and purpose, at least one of the conspirators committed and caused to be committed, in the Southern District of Florida, and

elsewhere, at least one of the following overt acts, among others:

22. On or about December 6, 2011, **MANUEL LAZARO MAROÑO** and R.C. caused the passage of a resolution in the City of Sweetwater that authorized Sunshine Universal to apply for and receive federal grant money using the authority of Sweetwater as the sponsoring municipality.

23. On or about December 6, 2011, **MAROÑO** signed the resolution as the Mayor of Sweetwater.

24. On or about March 2, 2012, **JORGE LUIS FORTE**, on behalf of **MAROÑO** and **FORTE**, negotiated a \$20,000 pay-off in exchange for **MAROÑO**'s official action of causing the passage of the resolution in Sweetwater and for specified future official actions.

25. On or about March 15, 2012, **FORTE**, on behalf of **MAROÑO** and **FORTE**, accepted a \$6,600 cash payment from an undercover FBI employee posing as a principal of Sunshine Universal.

26. On or about March 19, 2012, **MAROÑO** signed a letter, in his official capacity as Mayor of Sweetwater, endorsing Sunshine Universal's grant application.

27. On or about March 19, 2012, **MAROÑO** caused an email, which included the signed endorsement letter, to be sent from a computer that was physically located in Sweetwater, Florida, to a computer that was physically located in Chicago, Illinois.

28. On or about April 17, 2012, **FORTE**, on behalf of **MAROÑO** and **FORTE**, accepted a \$6,600 cash payment from an undercover FBI employee posing as a principal of Sunshine Universal.

29. On or about May 10, 2012, **MAROÑO** falsely claimed to someone he believed to be an auditor with AmeriCorps that he had spoken on a weekly basis with a representative of Sunshine Universal about the specific needs of Sweetwater.

30. On or about May 10, 2012, **MAROÑO** falsely claimed to someone posing as an AmeriCorps auditor that Sunshine Universal had provided on-the-ground personnel for purposes of conducting grant research.

31. On or about May 10, 2012, **MAROÑO** falsely claimed to someone posing as an AmeriCorps auditor that municipal personnel of Sweetwater were happy to be working with Sunshine Universal.

32. On or about August 6, 2012, **FORTE**, on behalf of **MAROÑO** and **FORTE**, accepted a \$6,800 cash payment from an undercover FBI employee posing as a principal of Sunshine Universal.

33. On or about March 15, 2013, **MAROÑO** falsely claimed to someone posing as an AmeriCorps auditor that he had received a written report detailing the current state of the underemployment in the City of Sweetwater from Sunshine Universal.

34. On or about March 25, 2013, **FORTE**, on behalf of **MAROÑO** and **FORTE**, accepted a \$10,000 cash payment from an undercover FBI employee posing as a principal of Sunshine Universal.

35. On or about April 24, 2013, **FORTE** spoke with UCE 2 on the telephone and directed the UCEs not discuss the cash payments to **MAROÑO** over the telephone

36. On or about May 14, 2013, **FORTE**, on behalf of **MAROÑO** and **FORTE**, accepted a \$10,000 payment from an undercover FBI employee posing as a principal of Sunshine Universal.

All in violation of Title 18, United States Code, Section 371.

CRIMINAL FORFEITURE ALLEGATION

a. Paragraphs 1 through 10 of the General Allegations section and the allegations of Count 1 of this Information are re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of America of certain property in which the defendant has an interest, pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C), and the procedures of Title 21, United States Code, Section 853.

b. Upon conviction of the offense alleged in Count 1 of this Information, the defendant **MANUEL LAZARO MAROÑO** shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), all property constituting, or derived from, proceeds obtained directly or indirectly as a result of such offenses, including, but not limited to, the sum of approximately \$30,000.

c. Upon conviction of the offense alleged in Count 1 of this Information, the defendant **JORGE LUIS FORTE** shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), all property constituting, or derived from, proceeds obtained directly or indirectly as a result of such offenses, including, but not limited to, the sum of approximately \$30,000.

d. If the property described above, as being subject to forfeiture, as a result of any act or omission of the defendant,

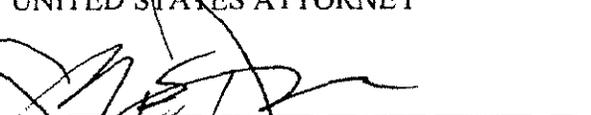
- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with a third person;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or

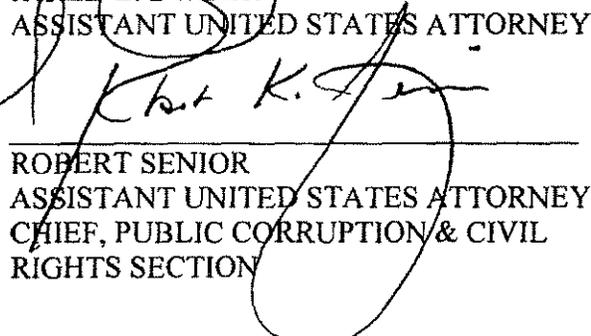
(5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) as made applicable by Title 28, United States Code, Section 2461(c) and the procedures set forth at Title 21, United States Code, Section 853


WIFREDO A. FERRER
UNITED STATES ATTORNEY


JARED E. DWYER
ASSISTANT UNITED STATES ATTORNEY


ROBERT SENIOR
ASSISTANT UNITED STATES ATTORNEY
CHIEF, PUBLIC CORRUPTION & CIVIL
RIGHTS SECTION

United States District Court
Southern District of Florida
MIAMI DIVISION

UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE

v.

Case Number - 1:13-20796-CR-ZLOCH-1

MANUEL LAZARO MARONO

USM Number: 03774-104

Counsel For Defendant: Armando Rosquete, Esq., Kendall Coffey, Esq.
Counsel For The United States: Jared Dwyer, Esq., AUSA
Court Reporter: Carl Schanzleh

The defendant pleaded guilty to the One Count Information.
The defendant is adjudicated guilty of the following offense:

<u>TITLE/SECTION NUMBER</u>	<u>NATURE OF OFFENSE</u>	<u>OFFENSE ENDED</u>	<u>COUNT</u>
18 U.S.C. § 371	Conspiracy to commit honest services wire fraud	August 6, 2013	One

The defendant is sentenced as provided in the following pages of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of any material changes in economic circumstances.

Date of Imposition of Sentence:
January 23, 2014



WILLIAM J. ZLOCH
United States District Judge

January 23, 2014

ALL PENDING MOTIONS ARE HEREBY DENIED AS MOOT.

DEFENDANT: MANUEL LAZARO MARONO
CASE NUMBER: 1:13-20796-CR-ZLOCH-1

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a term of **40 months** as to the One Count Information.

The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons **before Noon on March 31, 2014.**

The Court recommends a Federal facility in Miami, Florida.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____

at _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

By: _____
Deputy U.S. Marshal

DEFENDANT: MANUEL LAZARO MARONO
CASE NUMBER: 1:13-20796-CR-ZLOCH-1

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of 2 years. Within 72 hours of release, the defendant shall report in person to the probation office in the district where released.

While on supervised release, the defendant shall not commit any crimes, shall be prohibited from possessing a firearm or other dangerous devices, shall not possess a controlled substance, shall cooperate in the collection of DNA, and shall comply with the standard conditions of supervised release and with the special conditions listed on the attached page.

STANDARD CONDITIONS OF SUPERVISION

1. The defendant shall not leave the judicial district without the permission of the court or probation officer;
2. The defendant shall report to the probation officer and shall submit a truthful and complete written report within the first fifteen days of each month;
3. The defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
4. The defendant shall support his or her dependents and meet other family responsibilities;
5. The defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
6. The defendant shall notify the probation officer at least ten (10) days prior to any change in residence or employment;
7. The defendant shall refrain from the excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
8. The defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
9. The defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
10. The defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;
11. The defendant shall notify the probation officer within seventy-two (72) hours of being arrested or questioned by a law enforcement officer;
12. The defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and
13. As directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: MANUEL LAZARO MARONO
CASE NUMBER: 1:13-20796-CR-ZLOCH-1

SPECIAL CONDITIONS OF SUPERVISION

The defendant shall also comply with the following additional conditions of supervised release:

Employment Requirement - The defendant shall maintain full-time, legitimate employment and not be unemployed for a term of more than 30 days unless excused for schooling, training or other acceptable reasons. Further, the defendant shall provide documentation including, but not limited to pay stubs, contractual agreements, W-2 Wage and Earnings Statements, and other documentation requested by the U.S. Probation Officer.

Financial Disclosure Requirement - The defendant shall provide complete access to financial information, including disclosure of all business and personal finances, to the U.S. Probation Officer.

Permissible Search - The defendant shall submit to a search of his person or property conducted in a reasonable manner and at a reasonable time by the U.S. Probation Officer.

Self-Employment Restriction - The defendant shall obtain prior written approval from the Court before entering into any self-employment.

DEFENDANT: MANUEL LAZARO MARONO
CASE NUMBER: 1:13-20796-CR-ZLOCH-1

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on the Schedule of Payments sheet.

<u>Total Assessment</u>	<u>Total Fine</u>	<u>Total Restitution</u>
\$100.00	\$	\$

*Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18, United States Code, for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: MANUEL LAZARO MARONO
CASE NUMBER: 1:13-20796-CR-ZLOCH-1

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

A. Lump sum payment of \$100.00 (already paid).

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

The assessment/fine/restitution is payable to the CLERK, UNITED STATES COURTS and is to be addressed to:

U.S. CLERK'S OFFICE
ATTN: FINANCIAL SECTION
400 NORTH MIAMI AVENUE, ROOM 8N09
MIAMI, FLORIDA 33128-7716

The assessment/fine/restitution is payable immediately. The U.S. Bureau of Prisons, U.S. Probation Office and the U.S. Attorney's Office are responsible for the enforcement of this order.

The defendant's right, title and interest to the property identified in the preliminary order of forfeiture, which has been entered by the Court and is incorporated by reference herein, is hereby forfeited.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.