

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

United States of America)

v.)

GEORGE BROWN)

Case No. 13-6290-Snow)

Defendant(s)

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 2011 to Present in the counties of Dade and Broward in the Southern District of Florida, the defendant(s) violated:

Code Section

Offense Description

Title 18, United States Code, Section 666

Bribery Concerning Programs Involving Federal Funds

This criminal complaint is based on these facts:

See Affidavit Attached.

Continued on the attached sheet.

Complainant's signature

FBI Special Agent Kyle Scheatzle

Printed name and title

Sworn to before me and signed in my presence.

Date: 6/19/13

Jurana S. Snow Judge's signature

City and state: Fort Lauderdale, Florida

Lurana S. Snow, United States Magistrate Judge

Printed name and title

AFFIDAVIT IN SUPPORT OF A CRIMINAL COMPLAINT

Your Affiant, Kyle Scott Scheatzle, a Special Agent with the Federal Bureau of Investigation, United States Department of Justice, having been duly sworn, deposes and states the following:

1. Affiant is a Special Agent of the Federal Bureau of Investigation (hereinafter referred to as the "FBI") assigned to the Miami, Florida Field Division. Affiant has been employed as a Special Agent of the FBI since February 2006. Affiant has been a supervisor of an FBI squad investigating counter-terrorism and issues of national security. Since February 2012, affiant has been assigned to a squad investigating public corruption, primarily in Broward County. It is part of Affiant's duties to investigate allegations concerning bribe payments to public officials.

2. This affidavit is provided for the limited purpose of establishing probable cause to support this criminal complaint. Affiant has not included all the details of this investigation, but rather has set forth only those facts Affiant believes is necessary to establish probable cause. The information in this affidavit is based on Affiant's personal knowledge, as well as, information Affiant has obtained from other law enforcement agents and officers, confidential informants (hereinafter referred to as "CI"), other witnesses, and from a review of documents obtained during the course of the investigation.

VIOLATIONS OF LAW

3. The facts and circumstances set forth below in this affidavit demonstrate that there is probable cause to believe that GEORGE BROWN (hereinafter referred to as "BROWN"), who is a public official in Miami-Dade County, accepted and agreed to accept, something of value with the intent to be influenced or rewarded in connection with a transaction or series of transactions and otherwise engage in unlawful conduct, as further described below,

and thereby committed Bribery In Programs Receiving Federal Funds, in violation of Title 18, U.S.C., Section 666.

BACKGROUND

4. The Miami-Dade County Government is comprised of multiple departments, which carry out the functions of county government, including the Department of Public Works and Waste Management (hereinafter referred to as the “DPW”). Among its many functions, the DPW is responsible for the construction and maintenance of the roads, street signs, traffic signals, and street lights for Miami-Dade County. During calendar years 2011 and 2012, Miami-Dade County received benefits in excess of \$10,000 under a federal program involving grants, subsidies, loans, guarantees, insurance, and/or other federal assistance.

5. From in or about November 2009 through the present, BROWN has been the roadway lighting coordinator (hereinafter referred to as “RLC”) for the DPW. As the RLC, BROWN’s duties included overseeing the installation and/or maintenance of over 45,000 street lights in the county roadway system.

6. A Confidential Informant (hereinafter referred to as the “CI”), who during the course of this investigation has provided us with credible information, is an owner and officer in a number of companies which sell products to the traffic systems, signs, and lighting industry. Since at least the mid-1990's, the CI has been selling his companies’ lighting products to Miami-Dade County. In or about July 2012, the CI began cooperating with law enforcement in this investigation.

THE ARRANGEMENT

7. In or about 2011, the CI offered to provide BROWN with rewards in exchange for the DPW's purchase of lighting products sold by the CI's company. The CI explained that he received "reward points" from the manufacturer of the lighting products the CI represented. The CI offered to give those "reward points" to BROWN for his help in ensuring that the DPW purchased those products.

8. The CI further explained that each "reward point" was the equivalent of a dollar, which could be redeemed for the purchase of merchandise. As the CI's products were purchased by the DPW, the CI advised BROWN that "reward points" were available for him. BROWN would, in turn, identify for the CI what merchandise BROWN wished to purchase. The CI would then purchase the merchandise identified by BROWN and provide it to him.

9. According to the CI, BROWN utilized his influence over the selection of products for county projects in order to ensure that the CI's lighting products were purchased by the DPW. For example, in the context of a roadway lighting project where the DPW would hire a consultant to plan the project, the consultant had to coordinate with BROWN in the creation of the plan. BROWN would instruct the consultant to select lighting products sold by the CI for the project. If the consultant disagreed or chose an alternative product, BROWN would challenge the consultant's choice and again encourage the selection of the CI's products. In this situation, BROWN would also coordinate with the CI, over the telephone and in-person, to develop a plan of action to effectively challenge the consultant's product selection.

THE PAYMENTS TO BROWN IN 2011

10. During 2011 and 2012, under the aforementioned arrangement, BROWN received rewards from the CI in the form of appliances and other merchandise costing in excess of \$13,000. The merchandise received by BROWN from the CI during 2011 included the following:

- A. In July 2011, a computer graphics card, other computer peripheral equipment, and electronics costing \$1,455.48 paid for by the CI's credit card;
- B. In October 2011, a 2.5 Ton Air Conditioning Unit by Rheem that cost \$2,470 that was installed at BROWN's residence in Hollywood, Florida, and was paid for by the CI through one of his companies;
- C. In October 2011, a Samsung Stainless Steel refrigerator that cost \$2,347.98 and was shipped to BROWN's residence in Hollywood, Florida, and was paid for by the CI's credit card;
- D. In November and December 2012, merchandise costing \$4,238.32, including a KitchenAid Built-In Single Electric Convection Oven that was shipped to BROWN's residence in Hollywood, Florida, which was paid for by the CI's credit card.

11. If the merchandise received by BROWN was not directly shipped to BROWN's home address in Hollywood, Florida, BROWN picked the merchandise up at the CI's company in Miami, Florida.

THE OIG INVESTIGATION

12. In the summer of 2012, BROWN contacted the CI and advised him that an investigation was being conducted into allegations that the CI's company was bribing BROWN.

The investigation was being conducted by the Florida Office of Inspector General (OIG).

13. On August 3, 2012, after the CI began cooperating with law enforcement, BROWN and the CI met at the CI's office in Miami, Florida. The meeting was recorded. BROWN explained that the OIG investigation began when a competitor of the CI's company went to the OIG and claimed that the CI's company provided free engineering services to BROWN and, in exchange, BROWN and the DPW would only specify lighting products from the CI's company in Miami-Dade County contracts. The CI asked BROWN who else knew about the merchandise the CI had provided BROWN. BROWN emphatically assured the CI that "nobody knows." BROWN advised that his wife and children knew he acquired the merchandise, but they did not know from whom. BROWN was concerned that there may be a "paper trail" for the merchandise. The CI inquired if there was a paper trail due to the shipment of some of the merchandise to BROWN's home address. BROWN advised the CI that the address used to ship the merchandise to him was not the address that the DPW had listed for him. Therefore, no one should be able to track the merchandise to him.

14. In August 2012, BROWN told the CI to look for incoming calls from a number associated with Escondido, California. BROWN advised that this was his confidential, secured line and a safe way for the two to talk. In a recorded meeting on September 20, 2012, at the CI's office in Miami, Florida, BROWN instructed the CI to text him regarding the status of the merchandise the CI was buying for BROWN and BROWN would call the CI back on a computer line with the number associated with Escondido, California. BROWN reiterated, "It may not be the most secure, but it is more secure than other venues."

PAYMENT FOR THE 27th AVENUE PROJECT

15. In 2012, a consultant was hired by the DPW to plan a project on 27th Avenue in Miami, Florida, in which lighting products were needed. According to the CI, BROWN instructed the consultant to select light poles and light fixtures sold by the CI for the project. Due to BROWN's instruction and the consultant's subsequent selection, the DPW purchased over \$40,000 worth of the CI's lighting products.

16. On September 19, 2012, BROWN met with the CI at the CI's office in Miami, Florida. The meeting was recorded. The CI discussed with BROWN the next batch of "reward points" available as a result of recent products sold by the CI's company that were purchased by the DPW. The CI advised BROWN that he had 2,500 to 3,000 points to use and requested that BROWN provide him a list of merchandise he wanted. BROWN offered to get the CI the list the next day. The CI also asked BROWN, "Should we do this?" BROWN replied immediately, "yes." BROWN told the CI that he had a story to conceal his acquisition of the stainless steel refrigerator that he had received from the CI. BROWN said that he would claim that he bought the refrigerator from one of the foreclosed homes in his neighborhood. BROWN reiterated that the DPW thinks BROWN lives at a different address than the one in which he resides and to which the refrigerator was shipped.

17. On September 20, 2012, BROWN and the CI met at the CI's office. The meeting was recorded. BROWN advised the CI of the merchandise that BROWN wanted the CI to purchase for him.

18. In a recorded meeting on October 3, 2012, at the CI's office in Miami, Florida, BROWN and the CI discussed the merchandise BROWN had requested the CI to purchase for him. The CI then asked BROWN how the CI should get the next group of merchandise to him.


BROWN replied, "That's what I was concerned with. That is what I was very concerned with, was that you know to come here, umm, you know with everybody seeing it, you know who, who is tailing me here, whatever." They weighed the options of shipping the merchandise to BROWN's home address versus shipping the merchandise to the CI's office and BROWN picking it up. Concerned about a paper trail, BROWN elected to ship the merchandise to the CI's office and that BROWN would pick the merchandise up on a Saturday, Sunday, or Friday after 1:30 p.m. when all the employees were gone. The CI advised BROWN the merchandise would be ready in two to three weeks.

19. Based on the merchandise requested by BROWN in exchange for his assistance on the 27th Avenue project, the CI purchased merchandise for BROWN that cost \$2,683.13. The merchandise was charged to the CI's credit card.

20. On Saturday, November 10, 2012, the CI and BROWN met at the CI's office in Miami, Florida. The meeting was recorded with both video and audio. The CI presented BROWN with each of the items BROWN requested. BROWN acknowledged each item as that which he requested and thanked the CI for each. The CI reaffirmed these items were in exchange for the 27th Avenue project. BROWN then provided the CI with information on upcoming DPW projects from which he could get more "reward points." In regard to keeping their arrangement secret, the CI asked BROWN, "What precautions are you taking?" BROWN responded, "My precaution is, the least they know, the better off we are." Specifically, BROWN advised that he would cite his income tax refund as to how he was able to purchase the merchandise. BROWN assured the CI, that "there is absolutely no way they know what's our exchange of information. They have no way of knowing."

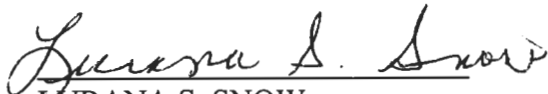
21. As BROWN, who is a public official in Miami-Dade County, accepted and agreed to

accept, something of value with the intent to be influenced or rewarded in connection with a transaction or series of transactions and otherwise engage in unlawful conduct, and thereby committed Bribery In Programs Receiving Federal Funds, there is probable cause to believe that BROWN violated Title 18, U.S.C., Section 666.



KYLE SCOTT SCHEATZLE
SPECIAL AGENT
Federal Bureau of Investigation

Sworn and subscribed to before me
this 9 day of June
2013, at Fort Lauderdale, FL.



EURANA S. SNOW
United States Magistrate Judge