

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 09-268 (Executive Order of Suspension)

**WHEREAS**, Cesar Raul Carasa, is presently serving as Mayor for the City of West Miami;

and

**WHEREAS**, on November 30, 2009, an information was issued in the County Court in and for Miami-Dade County, Florida, charging Cesar Raul Carasa with two counts of Exploitation Of Official Position, in violation of section 2-11.1(g) Miami- Dade County Code and section 125.69 Florida Statutes; and

**WHEREAS**, a violation of section 2-11.1(g) Miami-Dade County Code constitutes an offense punishable by up to 30 days in prison; and

**WHEREAS**, section 112.51, Florida Statutes provides that the Governor may suspend from office any elected municipal officer arrested for a felony or for a misdemeanor or malfeasance and misfeasance; and

**WHEREAS**, it is in the best interests of the residents of the City of West Miami, and the citizens of the State of Florida, that Cesar Raul Carasa be immediately suspended from the public office, which he now holds, upon the grounds set forth in this executive order;

**NOW, THEREFORE, I, CHARLIE CRIST**, Governor of Florida, pursuant to section 112.51, Florida Statutes, find as follows:

- A. Cesar Raul Carasa is, and at all times material was, Mayor of the City of West Miami, Florida.
- B. The office of Mayor of the City of West of Miami, Florida, is within the purview of the suspension powers of the Governor, pursuant to Section 112.51(2), Florida Statutes.

C. The attached arrest warrant and affidavit allege that Cesar Raul Carasa committed acts in violation of Miami-Dade County Code section 2-11.1(g). This suspension is predicated upon the attached information, arrest warrant and statement of fact which alleged conduct constitutes a violation of Miami-Dade County Code section 2-11.1(g) which also constitutes malfeasance or misfeasance and which documents are 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. Cesar Raul Carasa is suspended from the public office, which he now holds, to wit: Mayor of the City of West Miami, Florida.

Section 2. Cesar Raul Carasa 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 30th day of November, 2009.



GOVERNOR

ATTEST:



SECRETARY OF STATE



2009 NOV 30 PM 6:15  
TALLAHASSEE FLORIDA

FILED

IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

THE STATE OF FLORIDA v.

INFORMATION FOR

CESAR RAUL CARASA

1. EXPLOITATION OF OFFICIAL POSITION  
2-11.1(G) MIAMI-DADE COUNTY  
ORDINANCE
2. EXPLOITATION OF OFFICIAL POSITION  
2-11.1(G) MIAMI-DADE COUNTY  
ORDINANCE

Defendant(s)

IN THE NAME AND BY AUTHORITY OF THE STATE OF FLORIDA:

JOSEPH M. CENTORINO, Assistant State Attorney of the Eleventh Judicial Circuit, on the authority of  
KATHERINE FERNANDEZ RUNDLE, State Attorney, prosecuting for the State of Florida, in the County of  
Miami-Dade, under oath, information makes that:

cc|11/30/09

DIRECT FILE - NO CAPIAS

PERSONAL SERVICE NECESSARY

6257 SW 15<sup>th</sup> STREET, WEST MIAMI, FL 33144

CIN 0000000; W/M, DOB: 7/2/58,

CESAR RAUL CARASA

Count 1

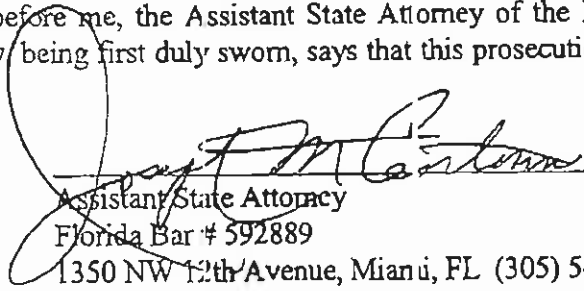
CESAR RAUL CARASA, beginning in or about JANUARY 2006 and continuing through DECEMBER 2008, in the County and State aforesaid, as Mayor of the City of West Miami, did use or attempt to use said defendant's official position to secure special privileges or exemptions for said defendant or others, to wit: BY USING A CELLPHONE ISSUED TO SAID DEFENDANT BY THE CITY OF WEST MIAMI TO MAKE PERSONAL LONG DISTANCE TELEPHONE CALLS, which were not specifically permitted by other ordinances and resolutions previously ordained or adopted by the City Commission of the City of West Miami, in violation of Miami-Dade County Code s. 2-11.1(g) and s. 125.69 Florida Statutes, contrary to the form of the Statute in such cases made and provided, and against the peace and dignity of the State of Florida.

Count 2

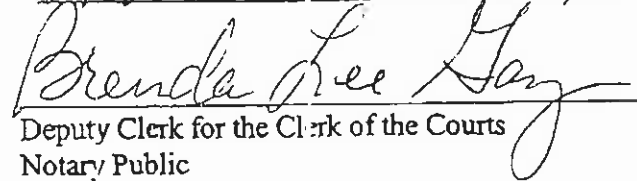
And the aforesaid Assistant State Attorney, under oath, further information make that CESAR RAUL CARASA, beginning in or about AUGUST 2008 and continuing through FEBRUARY 2009, in the County and State aforesaid, as Mayor of the City of West Miami, did use or attempt to use said defendant's official position to secure special privileges or exemptions for said defendant or others, to wit: WAIVER OF CHARGES INCURRED BY THE SAID DEFENDANT FOR PERSONAL LONG DISTANCE TELEPHONE CALLS MADE BY THE SAID DEFENDANT ON A CELLPHONE ISSUED TO THE SAID DEFENDANT BY THE CITY OF WEST MIAMI, which were not specifically permitted by other ordinances and resolutions previously ordained or adopted by the City Commission of the City of West Miami, in violation of Miami-Dade County Code s. 2-11.1(g) and s. 125.69 Florida Statutes, contrary to the form of the Statute in such cases made and provided, and against the peace and dignity of the State of Florida.


**STATE OF FLORIDA, COUNTY OF MIAMI-DADE:**

Personally known to me and appeared before me, the Assistant State Attorney of the Eleventh Judicial Circuit of Florida whose signature appears below being first duly sworn, says that this prosecution is instituted in good faith.

  
Assistant State Attorney  
Florida Bar # 592889  
1350 NW 12th Avenue, Miami, FL (305) 547-0100

Sworn to and subscribed before me this 30th day of November, 2009.

By   
Deputy Clerk for the Clerk of the Courts  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
 Brenda Lee Gay  
Commission # DD525476  
Expires: APR. 05, 2010  
Bonded Thru Atlantic Bonding Co., Inc.



WARRANT TYPE: NO CAPIAS  
HWPS#: 9001533  
COURT CASE NUMBER:

CASE TYPE: MISDEMEANOR  
REFILE INDICATOR:  
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 11TH JUDICIAL CIRCUIT OF FLORIDA, TO BE DEALT  
WITH ACCORDING TO LAW:

DEFENDANT'S NAME: CARASA CESAR RAUL  
LAST FIRST MIDDLE T

AKA(S):  
STR/APT/CITY/ST/ZIP: 6257 SW 15 STREET / / WEST MIAMI / FL/ 33144  
DOB: 07/02/1959 RACE: W SEX: M HEIGHT: WEIGHT: HAIR: EYES:  
IOC SEC #: CIN #: SID #: FBI #:  
SCARS, MARKS, TATTOOS: IDS #: 2977538  
DRIVERS LICENSE #: C620-116-58-242-0 STATE: FL  
VEH TAG #: STATE: MAKE: MODEL: YEAR: COLOR:  
COMMENTS:

PROBATION:

\*\*\*\*\*

BEFORE ME PERSONALLY CAME NOT, ASSIGNED (AFFIANT) WHO, BEING DULY  
SWORN, STATES THAT THE DEFENDANT \*\* CARASA, CESAR RAUL \*\*, DID COMMIT THE  
ACTS STATED IN THE ATTACHED STATEMENT OF FACTS. BASED UPON THIS SWORN STATEMENT  
OF FACTS, I FIND PROBABLE CAUSE THAT \*\* CARASA, CESAR RAUL \*\* DID COMMIT  
THE CRIME(S) OF:

N DADE COUNTY, FLORIDA, CONTRARY TO FLORIDA STATUTES AND AGAINST THE PEACE AND  
DIGNITY OF THE STATE OF FLORIDA.

GLIDE CASE #: AGENCY: OFFICE OF THE STATE ATT  
ASSISTANT STATE ATTORNEY: GENTORINO, JOE UNIT: 064

EXTRADITE INFORMATION

EXTRADITION CODE: A - MISDEMEANOR - FULL EXTRADITION UNLESS OTHERWISE NOTED IN MIS  
EXTRADITION MAY BE CONFIRMED WITH THE METRO-DADE POLICE DEPARTMENT, DADE COUNTY  
\* IN ANY EVENT, DEFENDANT WILL BE ARRESTED IF FOUND IN THE STATE OF FLORIDA \*\*

SWORN TO BY AFFIANT NOT, ASSIGNED COURT ID 053- 9999  
ID ORDERED THIS \_\_\_ DAY OF \_\_\_\_\_

JUDGE IN THE 11TH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY FLA BOND AMOUNT  
) FIRST APPEARANCE JUDGE MAY NOT MODIFY CONDITION OF RELEASE  
(RULE 3.131(D)(1)(D))

\*\*\*\*\*

- X ) 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 ELEVENTH JUDICIAL CIRCUIT OF FLORIDA FOR  
FAILURE TO APPEAR IN COURT TO ANSWER THE PENDING CHARGE(S) FOR THE  
CHARGE(S) OF:

- 0 2-11.1(G) CONFLICT OF INTEREST/EXPLOIT OFFICIAL POSITION
- 0 2-11.1(G) CONFLICT OF INTEREST/EXPLOIT OFFICIAL POSITION

HARVEY RUVIN, CLERK OF THE COURT

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY CLERK

## STATEMENT OF FACTS

1. An investigation was conducted jointly by the Miami-Dade State Attorney's Office and the Miami-Dade County Commission on Ethics and Public Trust (COE) into allegations that the DEFENDANT, CESAR R. CARASA, Mayor of the City of West Miami, Miami-Dade County, Florida, had exploited his public office by utilizing a city-issued cellular phone, to make international long distance calls for personal and business purposes unrelated to city business, and, in doing so, had incurred in excess of \$70,000 in charges for phone calls and roaming charges inuring to his private benefit. The charges were incurred in connection with phone calls made on the DEFENDANT'S city-issued cell phone from the United States to the Dominican Republic; from the Dominican Republic to the United States; from the Dominican Republic to elsewhere in the Dominican Republic; from the United States to China; from China to the United States; and from China to the Dominican Republic.
2. The DEFENDANT has served as Mayor of the City of West Miami (the City) since April 2006; prior to that, the DEFENDANT served as a City Commissioner in West Miami. He was re-elected as Mayor, without opposition, in April 2008.
3. City Manager Yolanda Aguilar (Aguilar) advised COE investigators that the City entered into an agreement with Sprint in 1997, allowing for Sprint to erect a cellular communications tower on City-owned property located at 1811 SW 67<sup>th</sup> Avenue, West Miami, Florida. The Sprint agreement can be renewed through 2011, and provides for as many as ten (10) complimentary cellular phones to be given to the City and to be used for official City business. The phones are distributed to City officials, including the Mayor, City Commissioners, the City Manager, and other senior staff.
4. A City memo dated July 9, 2002, from Aguilar to the City Commission stated, as follows: "[t]he cell phones are for City business. Each user of these cell phones uses the cell phone with the understanding **they will be responsible for personal calls in excess of the allotted minutes.** In the case of emergency situations (i.e. flooding or disasters) the City picks up the cost of additional minutes for City business. I believe the allotted minutes are sufficient for all users' City business." (emphasis added)
5. Aguilar and George Kulik (Kulik), Director of Business Development and Grants Capital for the City, affirmed that the DEFENDANT, a City Commissioner in 2002, received the July 2002 memo. They both affirmed that the DEFENDANT would have received a similar memo issued in 2006 following his election as Mayor, although they indicated that the latter memo could not be located. Aguilar said that she learned that the DEFENDANT has



been making long-distance calls to the Dominican Republic since shortly after he became mayor in May 2006.

6. An analysis of Sprint records for long distance phone charges incurred by the DEFENDANT on his city cell phone shows the following:
  - a) During 2006, the DEFENDANT used his city cell phone to make or accept 1,737 long distance calls either to or from Santo Domingo and Luperon in the Dominican Republic, incurring charges in the amount of \$12,694.45;
  - b) During 2007, the DEFENDANT used his city cell phone to make or accept 2,385 long distance calls either to or from Santo Domingo and Luperon in the Dominican Republic, incurring charges in the amount of \$14,874.23.
  - c) During 2008 and early 2009, the DEFENDANT used his city cell phone to make or accept 2,725 long distance calls either to or from Santo Domingo and Luperon in the Dominican Republic as well as China, incurring charges in the amount of \$43,187.69.
  - d) Between 2006 and 2009, the DEFENDANT received the benefit of \$70,756.37 in unpaid phone charges for long distance calls to and from locations outside of the United States, which were unrelated to public business conducted by the City of West Miami.
7. COE investigators called a sample of some of the most frequently dialed telephone numbers in the Dominican Republic from the DEFENDANT'S telephone records. Responses to five of the most frequently dialed telephone numbers from the DEFENDANT'S telephone records were from females who described themselves as personal friends of the DEFENDANT, and said they had no business dealings with the City of West Miami. One of the individuals contacted, who identified herself as an attorney, said that she was aware that the DEFENDANT was involved in exporting shoes to the Dominican Republic. Charges for calls made to this individual, Judith Thomas Sosa, exceeded several thousand dollars in 2008 alone. Another individual advised that she buys shoes from the DEFENDANT, which she retails at a store in the Dominican capital. A third individual acknowledged that she was given the cell phone by a female friend. She said that her friend has a business selling shoes in a part of Santo Domingo called Moises, and that Mayor Carasa has called her asking for the friend.
8. Kulik stated further that he addressed the topic of excessive long-distance cell phone charges with the DEFENDANT approximately two years ago, when the DEFENDANT asked him about the charges that appeared on his monthly invoices.

9. Kulik said that the DEFENDANT told him that the calls were to the Dominican Republic. Kulik said that he advised the DEFENDANT at that time—in or about late 2007—that the City's agreement with Sprint did not cover such calls and that he (DEFENDANT) would be personally responsible for any such charges. Kulik stated that, "I made it clear to him that if he made any more calls like that, that he would have to pay for them "
10. Kulik stated that he has worked for the City since 1981 and was involved in the negotiations with Sprint in 1997, leading to the agreement presently in effect. He said that over the years there have been very few problems with excessive charges, noting that a former City Mayor was cited for making excessive international long-distance calls to Nicaragua relating to a Sister Cities program that the City supported at that time. He said the former Mayor was asked to limit his overseas calling, which he did. Kulik further advised that the City has not been involved in a Sister Cities program since that time. He said that the City's policy is for any phone calls made in excess of the Sprint calling plan (2000 minutes total) to be paid for by the City official assigned the City phone in question.
11. Kulik stated that he spoke to the DEFENDANT again in August 2008 and again in October 2008 after he received an e-mail from a Sprint executive raising concerns about the Mayor's overseas calling charges. During the latter occasion, Kulik said that he reiterated that any personal, long-distance calls would have to be paid by the DEFENDANT himself and not by the City or by Sprint. He said the DEFENDANT indicated that he understood this policy, but became angry and began to criticize Sprint, saying: "It's not costing them anything. We do things for Sprint. Why can't they do this for me?" He said that the DEFENDANT continued, saying that Sprint would never get any support from him in the future. The DEFENDANT then asked Kulik to find a way to make Sprint absorb the cost of his calls.
12. COE investigators determined that the DEFENDANT had traveled to China in September 2008, courtesy of Carson Zhang of ACI-American Carson International, a Los Angeles based travel agency that specializes in trips to China. Zhang confirmed that he had paid for the DEFENDANT and West Miami elected Commissioner Jesus Santana to travel to China in September 2008, and that he did so on the recommendation of Miami-based trade representative Joe Chi. Zhang stated that the purpose of the trip was to promote U.S.-Chinese trade, especially as it relates to small and medium-sized businesses. Quarterly gift disclosure statements on file with the Miami-Dade County Clerk's office confirm that ACI-American paid for the airfare for both the DEFENDANT and Commissioner Santana.
13. City Attorney Jose Villalobos (Villalobos) advised a COE investigator that he is unaware of any official business between the City and either the Dominican

Republic or China. Villalobos advised that the DEFENDANT had asked him whether the City could become involved in disaster relief efforts to assist the Dominican Republic, but that his legal advice to the DEFENDANT was that no City funds should be expended as this would not constitute a "legitimate use of City resources." According to City Manager Aguilar, the City has no official business in the Dominican Republic or China and no use of City resources has been authorized to be used in those countries.

14. COE investigators spoke with Humberto Amaro (Amaro), a retired Miami-Dade County employee and aide to former County Mayor Alex Penelas. Amaro advised that he has traveled to the Dominican Republic with the DEFENDANT several times and accompanied him on the trip in November 2008. He stated that the purpose of the trip was mostly pleasure and that the DEFENDANT frequently travels to that country "because he likes the women there." Amaro stated that he was not aware of any official City business being conducted by the DEFENDANT during their trips.
15. Amaro further advised that part of the reason that the DEFENDANT travels so frequently to the Dominican Republic is that he sells ladies shoes there. Amaro stated that the DEFENDANT imports shoes that he purchases inexpensively in the U.S. and that during some of the trips the DEFENDANT brings shoes with him on the airplane, but added that the DEFENDANT also ships large amounts of shoes by commercial means.
16. COE investigators spoke interviewed Joe Chi (Chi), Executive Director of the China Latin America Trade Center. Chi advised that he accompanied the DEFENDANT on the trip to China that was paid for by Carson Zhang. According to Chi, while they were on the trip the DEFENDANT told him that he exported shoes to the Dominican Republic.
17. On or about October 10, 2008, Sprint account executive Alan Herman contacted the City and advised that the DEFENDANT'S overseas calls had gotten "out of hand" and that although the company had failed to demand payment for past bills, it would now insist that the City cover the DEFENDANT'S overseas calls.
18. On or about January 16, 2009, Aguilar advised the COE that she had spoken to the DEFENDANT and requested that he make payment in the amount of approximately \$5,400 for bills incurred on his cell phone between August 2008 and December 2008, for which the City was being billed. Aguilar further advised that the DEFENDANT was "really unhappy" about the situation." She further advised that the DEFENDANT pleaded with her to make arrangements allowing him to make international calls on his city phone. She said that the DEFENDANT stated that he doesn't have an official car, a decent salary or other perks. Aguilar stated that she rejected the

DEFENDANT'S request for additional phone privileges, telling him: "You'll have to find a another way to handle your personal affairs."

19. Investigation has revealed that the DEFENDANT asked at least two (2) City officials—George Kulik and Jose Villalobos—to contact Sprint on his behalf and to seek to have the phone charges, for which Sprint had demanded payment, eliminated or reduced.
20. On or about January 21, 2009, the DEFENDANT used or attempted to use his influence over Kulik to get him to request a waiver of the approximately \$5,400 in pending charges assessed to the DEFENDANT'S Sprint cellular account. Kulik said that he told the DEFENDANT that he had been unable to get Sprint to waive the charges—as the DEFENDANT had asked him to do—and that the DEFENDANT then became very nervous and denied making the calls in question.
21. On or about the first week of February 2009, the DEFENDANT went to see City Manager Aguilar to discuss correspondence from Sprint indicating that the company would not waive the charges on the DEFENDANT'S account. Aguilar said that the DEFENDANT said to her, "I told George [Kulik] to take care of it."
22. On or about February 11, 2009, the DEFENDANT telephoned City Attorney Villalobos and asked him to contact Sprint to see if he could "do something" about the approximately \$5,400 in pending cellular phone charges for which Sprint was demanding payment. Villalobos said he advised the DEFENDANT that it would be "inappropriate" for him to intervene on behalf of the DEFENDANT in this matter.
23. Miami-Dade County Code Section 2-11.1(g), *Exploitation of Official Position Prohibited*, provides as follows:

No person included in the terms defined in Subsections (b)(1) through (6) shall use or attempt to use his official position to secure special Privileges or exemptions for himself or others except as may be specifically permitted by other ordinances and resolutions previously Ordained or adopted or hereafter to be ordained or adopted by the Board Of County Commissioners.

Pursuant to Section 2-11.1(a) of the Code, the aforesaid provision is applicable to municipal personnel of all municipalities in the County.

Pursuant to Section 2-11.1(bb)(2), *Prosecution by State Attorney in State Court*, "Every person who is convicted of a violation of this section in State court shall be punished by a fine not to exceed five hundred dollars (\$500) or

imprisonment in the County Jail for not more than thirty (30) days, or both such fine and imprisonment.

24. Based on the foregoing, there is sufficient evidence to conclude that probable cause exists that the DEFENDANT, in his position as Mayor of West Miami, has committed one count of Exploitation of Official Position, in violation of Miami-Dade County Code Section 2-11.1(g), for having incurred thousands of dollars in charges on a city-issued cell phone for personal and private business purposes and one count of Exploitation of Official Position, in violation of Miami-Dade County Code Section 2-11.1(g), for having directed and/or requested city officials of the City of West Miami to cause Sprint to waive or reduce phone charges presented to the City for which the DEFENDANT was personally liable.