



2. At different times within the dates of this Indictment, Defendant **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, was the chairman of the following EPISD committees: Investigative Audit Committee, Insurance Committee, Construction Committee.

3. The EPISD was a local government entity which received, in each and every relevant year herein, more than ten thousand dollars (\$10,000) under a federal program involving a grant, contract, subsidy, loan, guarantee or insurance or other form of federal assistance.

4. A Request for Proposal (RFP), as it relates to this Indictment, is an announcement by a government entity of a willingness to consider proposals for the performance of a specified project or program component.

5. Texas Education Code, Section 44.031 provides that all school districts in the state of Texas which enter into contracts valued at more than \$25,000 in the aggregate for each 12-month period shall follow one of the methods prescribed in the statute which also provides the best value for the district. An RFP is one of the methods by which a school district may enter into a contract.

6. Texas Education Code, Section 44.031 lists the following factors which may be considered when a school district, acting through a Board of Trustees, determines to whom to award a contract, among others: the purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods and services, the extent to which the goods and services meet the district's needs, the vendor's past relationship with the district, the total long term cost to the district to acquire the vendor's goods and services, and any other relevant factors specifically listed in the request for bids or proposals.

7. The Texas Local Government Code, Chapter 271, Purchasing and Contracting Authority of Municipalities, Counties, and Certain other Local Governments, which includes school districts under section 271.003(4), in Section 271.0065, Additional Competitive Procedures, requires the following:

(a) In any procedure for competitive bidding under this subchapter, the governing body shall provide all bidders with the opportunity to bid on the same items on equal terms and have bids judged according to the same standard as set forth in the specifications.

(b) A governmental agency shall receive bids or proposals under this subchapter in a fair and confidential manner.

**THE CONSPIRACY**

Beginning on or about September 1, 2000 and continuing through and including on or about July 24, 2007, in the Western District of Texas and elsewhere, defendant,

**SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,**

conspired and agreed together with Cooperating Witness One (CW1) and Cooperating Witness Two (CW2), co-conspirators not indicted herein, and others known, but not charged herein, and others unknown to commit offenses against the United States, that is Mail Fraud, in that the defendant **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,** conspired with CW1, CW2 and others to knowingly devise a scheme and artifice to defraud the EPISD and the citizens of El Paso living and voting in the EPISD of the intangible right to honest services of a public servant, that is the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,** to act and make decisions as an elected Trustee of the EPISD on behalf of his constituents free from corruption, favoritism, fraud, bribery, undue influence, conflict of interest and deceit; that is: the defendant agreed to accept and his co-conspirators agreed to provide bribes in the form of campaign contributions, cash money and other benefits to the defendant in exchange for his vote, in his capacity as an EPISD Trustee, to award a multimillion dollar contract to a vendor, Vendor-1, and to assist Vendor-1 in securing similar contracts in other El Paso school districts; and in furtherance of the scheme to defraud and to deprive the EPISD and the citizens of El Paso living and voting in the EPISD of the honest services of the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,** the defendant and his uncharged co-conspirators conspired to cause to be sent and delivered and caused to be sent and delivered, by United States Postal Service, checks, mail invoices, bills, and other correspondence required as a result of contracts entered into between the defendant and other unindicted co-

conspirators and the EPISD.

**SCHEME AND ARTIFICE TO DEFRAUD**

In furtherance of the conspiracy to defraud and to further the objectives of the conspiracy, it was part of the scheme and artifice to defraud that:

1. The defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, in exchange for his vote, support and influence in his capacity as an elected EPISD Trustee, entered into a sham "consulting agreement" with Vendor-1, in which only CW-1 was named as a "consultant," but from which he shared a monthly income provided by Vendor-1 to CW-1, for the term of the contract awarded to Vendor-1 by EPISD. No consulting services were intended to be provided by the defendant or CW-1 and none were so provided.
2. The defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, in exchange for his vote, support and influence for vendors, in his capacity as an elected EPISD Trustee, instructed vendors and representatives of vendors seeking to do business with EPISD to make contributions to his election and re-election campaigns in the form of a check, which he deposited to his campaign bank account and which contributions he reported on his campaign financing report, in order to make bribes for votes appear to be legal campaign contributions.
3. The defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, accepted cash bribes for his vote from vendors and vendor representatives he trusted. The defendant secreted the cash from law enforcement and others, and so that it would not be traceable, in a locked drawer in his personal office until he learned of the Federal Bureau of Investigation public corruption investigation, at which time, the defendant began secreting his cash bribes from vendors in his safe deposit box at a bank.

4. In exchange for campaign contributions in the form of checks, for cash money and for other personal benefits, including, but not limited to bank and personal loans, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, exercised his vote, support and influence as an elected trustee of the EPISD in favor of and to assist vendors and individuals who had provided the illegal remuneration to him.

#### **OVERT ACTS**

In furtherance of the conspiracy and to further the objectives of the conspiracy, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, CW1, CW2 and others known, but not charged herein, committed the following overt acts:

1. On or about approximately October or November 2000, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, met with CW1, CW2 and other co-conspirators who were representatives of a vendor, not indicted herein, to discuss securing a contract for Vendor-1 with EPISD. The meeting was held on the premises of Vendor-1's parent company.

2. Beginning on or about December 2000 and continuing to and including August 2002, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, met with CW1, CW2 and other co-conspirators who were representatives of Vendor-1, not indicted herein, to devise a scheme to assure Vendor-1 would secure the contract with EPISD.

3. The defendant, CW1, CW2 and the other co-conspirators agreed that the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, and CW 1 would enter into a contract with Vendor-1 to provide "consulting services" to Vendor-1, however, the true purpose of the contract was for the defendant and CW1 to use all means, including illegal means such as bribery, to assure Vendor-1 would secure the EPISD work.

4. On or about September 29, 2000, the defendant caused a draft of a "Consulting Services Agreement" contract between the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, CW1 and vendor-1 to be generated for the signature of the defendant, CW1 and a representative of Vendor-1.

5. On or about May 2001, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, was elected to his second non-consecutive, four year term as an EPISD trustee.

6. Because the defendant became an elected Trustee of EPISD in May of 2001, on or about a date unknown, but between May 2002 and January 1, 2003, the defendant, CW1 and Vendor-1, through its co-conspirator representatives, agreed to delete the defendant's name from the "Consulting Services Agreement," however, Vendor-1 agreed to pay the original agreed to fee to CW1, with the understanding and knowledge that each payment to CW1 would be split with the defendant.

7. On or about January 1, 2003, a "Consulting Agreement" was signed by CW1 and Vendor-1's representative to pay CW1 \$6,300 per month "for all consulting services provided."

8. Beginning on or about January 31, 2003 and continuing through and including July 3, 2007, Vendor-1 paid CW1 \$6,300 per month, and CW1 cashed or deposited each of Vendor-1's payments and divided them with the defendant, compensating the defendant for his assistance in securing an EPISD contract with Vendor-1, including the defendant's vote in 2003 as an EPISD Trustee in favor of awarding Vendor-1 a multimillion dollar contract with EPISD.

9. In some years of the conspiracy, the defendant, to avoid detection of his bribes by law enforcement, but to account for his additional income, instructed CW1 to provide the defendant with IRS Forms 1099 for fictitious services allegedly performed by the defendant for CW1.

All in violation of Title 18, United States Code, Sections 1349, 1346 and 1341.

**COUNT TWO**  
**(18 U.S.C. § 1341)**  
**(MAIL FRAUD)**

The Introduction, Scheme and Artifice to Defraud and Overt Acts in Count One of this Indictment are incorporated by reference in their entirety as if fully set out herein.

Beginning on or about May 1, 2002 and continuing through and including on or about July 24, 2007, in the Western District of Texas and elsewhere, defendant,

**SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,**

did knowingly attempt to devise and devised a scheme and artifice to defraud EPISD and the voters in the EPISD, and a scheme to obtain money and property by false and fraudulent pretenses representations and promises, that is: the defendant agreed to accept and accepted bribes in the form of campaign contributions, cash money and other benefits in exchange for his vote, in his capacity as an EPISD Trustee, to award a multimillion dollar contract to a vendor, Vendor-1, and to assist Vendor-1 in securing similar contracts in other El Paso school districts; and the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,** failed to disclose to his constituency and to EPISD, that he received money in exchange for voting for Vendor-1 and assisting Vendor-1 in securing a contract with EPISD and other school districts; and in furtherance of the scheme to defraud and to obtain money and property by false and fraudulent pretenses representations and promises, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,** caused to be sent and delivered, by United States Postal Service, checks, mail invoices, bills, and other correspondence required as a result of contracts entered into between Vendor-1 and the EPISD, all in violation of Title 18, United States Code, Sections 1346 and 1341.

**COUNT THREE**  
**(18 U.S.C. §§ 371 and 1014)**  
**(CONSPIRACY TO MAKE FALSE STATEMENTS  
TO OBTAIN CREDIT)**

The Introduction, Scheme and Artifice to Defraud and Overt Acts in Count One of this Indictment are incorporated by reference in their entirety as if fully set out herein.

Beginning on or about January 1, 2002 and continuing through and including on or about February 16, 2006, in the Western District of Texas and elsewhere, defendant,

**SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,**

conspired and agreed together with BL and others known, but not charged herein, and others unknown to commit offenses against the United States, that is to knowingly make material false statements to a federally insured financial institution, in violation of Title 18, United States Code, Section 1014, on an application for credit, a loan, and a commitment, release, acceptance and substitution of security for a loan, for the purpose of influencing the action of the financial institution; to-wit, the defendant conspired to submit a letter and a mechanic's lien to United Bank of El Paso Del Norte, a financial institution whose accounts were then insured by the Federal Deposit Insurance Corporation, for the purpose of influencing the bank to fund a \$25,000 loan which purported to be a home improvement loan for the remodeling of the residence of a family member of the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, when the defendant knew the money was not intended for that purpose.

**OVERT ACTS**

In furtherance of the conspiracy and to further the objectives of the conspiracy, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, and BL, not charged herein, committed

the following overt acts:

1. On or about January 2006, the defendant asked BL to prepare a budget proposal for the remodeling of a family member's house, even though the remodeling of the house was already substantially completed.
2. On or about the first week of February 2006, the defendant submitted BL's fraudulent letter to the United Bank of El Paso Del Norte to support an application for a loan.
3. On or about the first week of February 2006, the defendant submitted a financial statement to the bank which contained false financial information regarding the defendant's finances.
4. On or about February 16, 2006, BL executed a "Mechanic's Lien Contract" falsely representing to the United Bank of El Paso Del Norte that he was owed \$25,000 by a relative of the defendant's as a result of "certain permanent improvements/repairs and renovations" to property owned by the defendant's relative.

All in violation of Title 18, United States Code, Sections 371 and 1014.

**COUNT FOUR**  
**(18 U.S.C. § 1014)**  
**(FALSE STATEMENTS TO OBTAIN CREDIT)**

The Introduction and Scheme and Artifice to Defraud in Count One and the Overt Acts in Counts One and Two of this Indictment are incorporated by reference in their entirety as if fully set out herein.

On or about January 2006 and continuing to and including on or about February 16, 2006, in the Western District of Texas and elsewhere, defendant,

**SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,**

knowingly made and caused to be made a material false statement to a financial institution whose

accounts were then insured by the Federal Deposit Insurance Corporation on an application for credit, a loan, and a commitment, release, acceptance and substitution of security for a loan, for the purpose of influencing the action of the financial institution, that is the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, submitted and caused to be submitted a letter, a mechanic's lien and a financial statement to United Bank of El Paso Del Norte, a financial institution whose accounts were then insured by the Federal Deposit Insurance Corporation, for the purpose of influencing the bank to fund a \$25,000 loan which purported to be a home improvement loan for the remodeling of the residence of a family member of the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, when the defendant knew the money was not intended for that purpose, in violation of Title 18, United States Code, Sections 371 and 1014.

**COUNT FIVE**  
**(18 U.S.C. §§ 1349, 1341 and 1346)**  
**(CONSPIRACY TO COMMIT MAIL FRAUD**  
**AND THE DEPRIVATION OF HONEST SERVICES)**

The Introduction, Scheme and Artifice to Defraud and Overt Acts in Count One and Three of this Indictment are incorporated by reference in their entirety as if fully set out herein.

Beginning on or about May 1, 2002 and continuing through and including on or about July 24, 2007, in the Western District of Texas and elsewhere, defendant,

**SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,**

conspired and agreed together with Conspirator E (C-E) not indicted herein and others known, but not charged herein, and others unknown, to commit offenses against the United States, that is Mail Fraud, in that the defendant **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, conspired with C-E and others to knowingly devise a scheme and artifice to defraud the EPISD and the citizens

of El Paso living and voting in the EPISD of the intangible right to honest services of a public servant, that is the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, to act and make decisions as an elected Trustee of the EPISD on behalf of his constituents free from corruption, favoritism, fraud, bribery, undue influence, conflict of interest and deceit; that is: the defendant agreed to accept and his co-conspirators agreed to pay and did pay to the defendant two bribes, each consisting of approximately \$7,000 cash money, and other benefits in exchange for his support, in his capacity as an EPISD Trustee, in awarding two contracts to Vendor-2; and in furtherance of the scheme to defraud and to deprive the EPISD and the citizens of El Paso living and voting in the EPISD of the honest services of the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, the defendant and his uncharged co-conspirators conspired to cause to be sent and delivered and caused to be sent and delivered, by United States Postal Service, checks in payment for Vendor-2's services.

#### OVERT ACTS

In furtherance of the conspiracy and to further the objectives of the conspiracy, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, and C-E committed the following overt acts:

1. On or about December 2004, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, used his influence as an elected trustee of EPISD to secure a contract, valued at more than one million dollars, between Vendor-2 and EPISD, which contract was related to EPISD project-A.
2. On or about August 16, 2005, C-E paid the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, approximately \$7,000 in cash as a bribe for securing the contract for Vendor-2 related to EPISD project-A.

3. On or about September 2005, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, used his influence as an elected trustee of EPISD to secure a contract, valued at more than one million dollars, between Vendor-2 and EPISD, which contract was related to EPISD project-B.

4. On or about June 15, 2006, C-E paid the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, approximately \$7,000 in cash as a bribe for securing the contract for Vendor-2 related to EPISD project-B.

All in violation of Title 18, United States Code, Sections 1349, 1346 and 1341.

**COUNT SIX**  
**(18 U.S.C. §§ 1349, 1341 and 1346)**  
**(CONSPIRACY TO COMMIT MAIL FRAUD**  
**AND THE DEPRIVATION OF HONEST SERVICES)**

The Introduction, Scheme and Artifice to Defraud and Overt Acts in Count One, Three and Five of this Indictment are incorporated by reference in their entirety as if fully set out herein.

Beginning on or about May 1, 2002 and continuing through and including on or about July 24, 2007, in the Western District of Texas and elsewhere, defendant,

**SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,**

conspired and agreed together with BL, Conspirator A (C-A), Conspirator B (C-B), Conspirator C (C-C), Conspirator D (C-D) and C-E, co-conspirators not indicted herein, and others known, but not charged herein, and others unknown, to commit offenses against the United States, that is Mail Fraud, in that the defendant **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, conspired with BL, C-A, C-B, C-C, C-D, C-E and others to knowingly devise a scheme and artifice to defraud the EPISD and the citizens of El Paso living and voting in the EPISD of the intangible right to honest services of a public servant, that is the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL**

**MENA**, to act and make decisions as an elected Trustee of the EPISD on behalf of his constituents free from corruption, favoritism, fraud, bribery, undue influence, conflict of interest and deceit; that is: the defendant agreed to accept and his co-conspirators agreed to provide bribes in the form of cash money and other benefits to the defendant in exchange for his vote and influence, in his capacity as an EPISD Trustee, to award multimillion dollar contracts, contract amendments, and contract payments to Vendor-2, Vendor-3, Vendor-4, and Vendor-5; and in furtherance of the scheme to defraud and to deprive the EPISD and the citizens of El Paso living and voting in the EPISD of the honest services of the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, the defendant and his uncharged co-conspirators conspired to cause to be sent and delivered and caused to be sent and delivered, by United States Postal Service, checks and other correspondence required as a result of contracts entered into between the defendant, other unindicted co-conspirators and vendors 2 through 5 and the EPISD.

#### **OVERT ACTS**

In furtherance of the conspiracy and to further the objectives of the conspiracy, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, and co-conspirators, not charged herein, committed the following overt acts:

1. On or about July 14, 2005, in a telephone conversation, BL solicited a "loan" from C-A on behalf of the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, to assist the defendant with "tax" problems.
2. On or about July 18, 2005, in a telephone conversation, BL and C-A spoke about plans to find money for the man who has the problem with the IRS, the defendant **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**.

3. On or about August 17, 2005, C-D withdrew approximately \$13,500 in cash from his bank account located at a branch of the State National Bank in El Paso, Texas.
4. On or about the morning of August 18, 2005, C-A telephoned C-E and told C-E that later that morning, C-E would need to deliver something to the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA.**
5. On or about August 18, 2005, C-D met C-A near Paisano Street in El Paso, Texas, where C-D gave C-A a lunch sized brown paper bag containing a white envelope full of the cash C-D withdrew from his bank account the previous day.
6. Next, on or about August 18, 2005, after receiving the paper bag with money, C-A drove to C-E's office, picked him up and the two drove around. During the ride, C-A told C-E, "I need you to give this money to Sal."
7. Next, on or about August 18, 2005, C-A returned C-E to his office where C-E placed the brown paper bag with money for the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,** into a desk drawer.
8. Next, on or about August 18, 2005, C-E telephoned the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,** and told the defendant he had something for him.
9. After the telephone call referenced in the preceding Overt Act, on or about August 18, 2005, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,** went to C-E's office where he received the brown paper bag containing approximately \$13,500 in cash from C-E. C-E told the defendant: "They sent you this," to which the defendant replied, "I know."
10. Later, on or about the afternoon of August 18, 2005, C-A telephoned C-E and asked him if he had already given the defendant the money, since it was "\$500" short.

11. Later, on or about the evening of August 18, 2005, C-A and C-E met at Ascarate park where C-A told C-E that he was trying to get the additional \$500 for the defendant.

12. Later, on or about the evening of August 18, 2005, C-A provided C-E with the additional \$500 to give to the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA.**

13. On or about September 7, 2005, C-D, who had withdrawn the approximately \$13,500 from his bank account, which cash was given to the defendant, submitted a bid to EPISD on behalf of Vendor-3, for EPISD project-B.

14. On or about September 2005, C-E, on behalf of Vendor-2 and with the support of the defendant, received a contract with EPISD for EPISD project-B, which contract was worth approximately \$1.8 million.

15. On or about October 25, 2005, EPISD, with the support of the defendant, awarded the contract for EPISD project-B to Vendor-3, which contract was worth approximately \$1.4 million.

All in violation of title 18, United States Code, Section 1349, 1341 and 1346.

**COUNT SEVEN**

**(18 U.S.C. §§ 1349, 1343 and 1346)**

**(CONSPIRACY TO COMMIT WIRE FRAUD  
AND THE DEPRIVATION OF HONEST SERVICES)**

The Introduction, Scheme and Artifice to Defraud and Overt Acts in Count One, Three, Five and Six of this Indictment are incorporated by reference in their entirety as if fully set out herein.

Beginning on or about September 1, 2002 and continuing through and including on or about December 30, 2006, in the Western District of Texas and elsewhere, defendant,

**SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,**

conspired and agreed together with Conspirator F (C-F), Conspirator G (C-G), Conspirator H (C-H), Conspirator I (C-I), co-conspirators not indicted herein and others known, but not charged herein,

and others unknown, to commit offenses against the United States, that is Wire Fraud, in that the defendant **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, conspired with C-F, C-G, C-H, C-I, and others to knowingly devise a scheme and artifice to defraud the EPISD and the citizens of El Paso living and voting in the EPISD of the intangible right to honest services of a public servant, that is the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, to act and make decisions as an elected Trustee of the EPISD on behalf of his constituents free from corruption, favoritism, fraud, bribery, undue influence, conflict of interest and deceit; that is: the defendant agreed to accept and his co-conspirators agreed to provide bribes in the form of cash money and other benefits to the defendant in exchange for his influence and his vote, in his capacity as an EPISD Trustee, to award a multimillion dollar contract to a vendor, Vendor-6, of services; and in furtherance of the scheme to defraud and to deprive the EPISD and the citizens of El Paso living and voting in the EPISD of the honest services of the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, the defendant and his uncharged co-conspirators conspired to cause and did cause the transmission by wire, in interstate and foreign commerce, writings, signs, signals, pictures and sounds including electronic mailings of bills and demands for reimbursement required as a result of the contract entered into between EPISD and Vendor-6.

#### OVERT ACTS

In furtherance of the conspiracy and to further the objectives of the conspiracy, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, and co-conspirators, not charged herein, committed the following overt acts:

1. On or about 2002, two administrators who had personal and/or financial ties to Vendor-6 were hired at EPISD.

2. On or about late 2002, or early 2003, C-G promised to pay C-H \$50,000 to assist Vendor-6 in securing a contract with EPISD.
3. On or about early 2003, C-G told an employee of Vendor-6 that if the employee saw C-H, an employee of EPISD, he should pretend he does not know C-H.
4. On or about March or April 2003, Vendor-6 submitted a bid in response to an EPISD RFP which contained false information.
5. On or about the middle of 2003, C-H, falsely told EPISD Vendor-6 it was at the top of the list for selection for a contract.
6. On or about the middle of 2003, C-I promised the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA** money for his influence and his vote in securing a contract between EPISD and Vendor-6.
7. On or about the fall of 2004, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, assisted Vendor-6 in securing an amendment to the terms of its contract with EPISD so Vendor-6 could make a greater profit.
8. On or about February 14, 2005, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA** accepted \$5,000 from Vendor-6 as a bribe disguised as a campaign contribution from a political action committee, for his continuing support and vote for Vendor-6 as a contractor with EPISD.

All in violation of Title 18, United States Code, Section 1349, 1343 and 1346.

**COUNT EIGHT**  
**(18 U.S.C. §§ 1349, 1343 and 1346)**  
**(CONSPIRACY TO COMMIT WIRE FRAUD**  
**AND THE DEPRIVATION OF HONEST SERVICES)**

The Introduction, Scheme and Artifice to Defraud and Overt Acts in Counts One, Three, Five, Six and Seven of this Indictment are incorporated by reference in their entirety as if fully set out herein.

Beginning on or about April 1995 and continuing through and including on or about February 16, 2007, in the Western District of Texas and elsewhere, defendant,

**SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,**

conspired and agreed together with RGR, a co-conspirator not indicted herein, C-J and others known, but not charged herein, and others unknown, to commit offenses against the United States, that is Wire Fraud, in that the defendant **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,** conspired with RGR and others to knowingly devise a scheme and artifice to defraud the EPISD and the citizens of El Paso living and voting in the EPISD of the intangible right to honest services of a public servant, that is the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA,** to act and make decisions as an elected Trustee of the EPISD on behalf of his constituents free from corruption, favoritism, fraud, bribery, undue influence, conflict of interest and deceit; that is: the defendant agreed to accept and his co-conspirators agreed to provide bribes in the form of cash money and other benefits to the defendant in exchange for his influence and his vote, in his capacity as an EPISD Trustee, to award multimillion dollar contracts to a vendor, Vendor-7; and in furtherance of the scheme to defraud and to deprive the EPISD and the citizens of El Paso living and voting in the EPISD of the honest services of the defendant, **SALVADOR MARCOS MENA, JR.,**

**a.k.a. SAL MENA**, the defendant and his uncharged co-conspirators conspired to cause and did cause the transmission by wire, in interstate and foreign commerce, writings, signs, signals, pictures and sounds including electronic mailings of funding analyses and wiring instructions and the wire transmission of large sums of money.

#### **OVERT ACTS**

In furtherance of the conspiracy and to further the objectives of the conspiracy, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, and co-conspirators, not charged herein, committed the following overt acts:

1. On or about April 1995, RGR gave a co-conspirator, now deceased, \$1,000 in cash to give to **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, for the defendant's vote to secure a contract for RGR's and RGR's employer, Vendor-7, with EPISD.
2. In May 2000, RGR assisted the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, in securing funding to win a new election as an EPISD Trustee.
3. Beginning on or about May 2000 and continuing to on or about February 15, 2007, RGR gave the defendant cash in increments of \$500 approximately every five months to assure the defendant's influence and vote for RGR and RGR's employer to secure contracts with EPISD.
4. On or about August 2001, the defendant facilitated a contract between RGR and Vendor-8, RGR's employer, with EPISD.
5. On or about March 2002, in exchange for the money given by RGR, the defendant voted to support an EPISD contract with Vendor -9 and C-J, both of whom RGR supported and needed to fulfill his contract with EPISD.

6. On or about October 8, 2002, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, voted to award an EPISD contract to RGR and Vendor-8, RGR.
7. On or about December 9, 2003, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, voted to award an EPISD contract to RGR and Vendor-8.
8. On or about June 22, 2004, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, voted to award an EPISD contract to RGR and Vendor-8.
9. On or about July 2004, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, voted against awarding an EPISD contract to RGR and his employer, Vendor-8, at RGR's request, to avoid the appearance of favoritism on the part of the defendant for RGR and his employer.
10. On or about August 16, 2005, the defendant, **SALVADOR MARCOS MENA, JR., a.k.a. SAL MENA**, voted to award an EPISD contract to RGR and Vendor-8.

All in violation of Title 18, United States Code, Section 1349, 1343 and 1346.

**Notice of Government's Demand for Forfeiture**  
(Title 18 U.S.C. §§ 1341, 1343, 1346, 1349, 1014 and 982)

1. As a result of the foregoing criminal violations as set forth in Count One, and Counts Six through Nine, of this Indictment the defendants, **SALVADOR MARCOS MENA, JR., a.k.a. Sal Mena**, shall forfeit to the United States upon conviction on one or more of these Counts, pursuant to Title 18, United States Code, Sections 1341, 1343, 1346, 1349, 1014, and 982 any property constituting, or derived from, proceeds obtained, directly or indirectly, as a result of the offense(s) including but not limited to the following:
  - a. a \$130,560 Money Judgment for proceeds in an amount of money or other value

generated by the criminal scheme excluding the amounts actually seized, if any.

**SUBSTITUTE ASSETS**

2. If any of the property described above, as a result of any act or omission of the defendant(s):

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), incorporated by 18 U.S.C. § 982(b) and 28 U.S.C. § 2461(c), up to the value of said property listed in Paragraph 1 above as being subject to forfeiture.

A TRUE BILL

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Foreperson of the Grand Jury

JOHNNY SUTTON  
UNITED STATES ATTORNEY

By: 

Assistant United States Attorney