


DUPLICATE

FILED IN CHAMBERS
U.S.D.C. Atlanta

MAY 15 2019

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

JAMES N. HATTEN, Clerk
By: 

UNITED STATES OF AMERICA

v.

SHARON BARNES SUTTON

Criminal Indictment

No. **1:19-CR-192**

UNDER SEAL

THE GRAND JURY CHARGES THAT:

BACKGROUND

At all times relevant to this indictment, unless otherwise stated:

The DeKalb County Board of Commissioners

1. The DeKalb County Board of Commissioners ("the Board") was a political subdivision of DeKalb County, Georgia, a local government in the State of Georgia.

2. The Board was comprised of seven elected commissioners representing various localities within DeKalb County, Georgia. The Board had several subcommittees comprised of commissioners.

3. The award of contracts for various infrastructure projects within DeKalb County had to be approved by the Board. To start the approval process,

DeKalb County's Purchasing and Contracting Department would forward a recommended procurement award to the Board. The Board then assigned the proposed award to a subcommittee for its review and recommendation. To be awarded, the proposed contract procurement then had to be approved by a vote of the Board. At least four commissioners had to vote in favor of a procurement award for it to be approved. The Board also had to vote to approve any change orders and amendments to existing contracts.

4. The Finance, Audit, and Budget Committee, a subcommittee of the Board with three members, reviewed items proposed for procurement and made recommendations for award to the entire Board.

5. The Public Works and Infrastructure Committee, another subcommittee of the Board with three members, had oversight authority over, among other functions and departments of DeKalb County government, the Department of Watershed Management. It too reviewed items proposed for procurement and made recommendations to the Board.

6. During the calendar year 2014, DeKalb County received more than \$10,000 in benefits from the United States government under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other forms of assistance.

Relevant Individuals and Entities

7. The defendant, SHARON BARNES SUTTON, was an elected member of the Board, representing District Four of DeKalb County. As a commissioner on the Board, BARNES SUTTON was an agent of DeKalb County, Georgia. BARNES SUTTON was also the chair of the Finance, Audit, and Budget Committee. As chair, BARNES SUTTON exercised control over the subcommittee's agenda and recommendations to the entire Board on procurement awards. BARNES SUTTON was also a member of the Public Works and Infrastructure Committee.

8. Until in or about June 2014, PUBLIC OFFICIAL 1 was the Board's Chief of Staff. After in or about June 2014, PUBLIC OFFICIAL 1 was the Deputy Chief Operating Officer for Public Works and Infrastructure for DeKalb County.

9. CONTRACTOR A was an engineering consultant.

10. In or about 2007, CONTRACTOR A founded COMPANY A, an engineering consulting company. CONTRACTOR A did not begin operating COMPANY A, however, until in or about 2011.

11. COMPANY B was a construction management company.

12. PERSON 1 was BARNES SUTTON's son.

The Snapfinger Creek Advanced Wastewater Treatment Plant
Expansion Project

13. The Snapfinger Creek Advanced Wastewater Treatment Facility is a wastewater treatment facility in DeKalb County. The facility is operated and maintained by the DeKalb County Department of Watershed Management.

14. In or about September 2012, DeKalb County issued a Request for Proposals for construction management services to oversee an expansion of the Snapfinger facility ("the Snapfinger Project").

15. COMPANY B submitted a bid for the Snapfinger Project. COMPANY A was included in the bid as a subcontractor.

16. In or about April 2013, a recommendation to award the contract to COMPANY B was forwarded to the Board for approval by the DeKalb County Purchasing and Contracting Office.

17. The contract award was subsequently assigned for review to the Finance, Audit, and Budget Committee and the Public Works and Infrastructure Committee.

18. On or about July 9, 2013, the Finance, Audit, and Budget Committee, chaired by BARNES SUTTON, recommended the award to COMPANY B be approved.

19. On or about July 16, 2013, the Board, including BARNES SUTTON, voted to approve the award of the contract for the Snapfinger Project to

COMPANY B. At the hearing, BARNES SUTTON made the motion to approve the award and acted as the presiding officer for the vote.

20. The contract was signed on or about August 7, 2013. COMPANY A was included as a subcontractor in the final contract.

21. The contract award for the Snapfinger Project to COMPANY B was \$10,278,218 over four years.

22. COMPANY A, as a subcontractor, was to receive seventeen percent of the total award. The Snapfinger Project was the first contract awarded to COMPANY A with DeKalb County by the Board.

23. The contract for the Snapfinger Project provided that it was awarded for twelve months with automatic renewals for three additional years. The Board had the ability under the contract to unilaterally terminate the contract each year.

BARNES SUTTON's Solicitation of Payments from CONTRACTOR A

24. In or about May 2014, after a meeting of the Public Works and Infrastructure Committee, BARNES SUTTON approached CONTRACTOR A and asked for an explanation as to why a company that was owned by a friend of BARNES SUTTON's was not added as part of COMPANY B's team of subcontractors on the Snapfinger Project.

25. After CONTRACTOR A provided an explanation, BARNES SUTTON wrote "500" on a piece of paper and provided it to CONTRACTOR A.

CONTRACTOR A understood BARNES SUTTON to be requesting payment of \$500.

26. BARNES SUTTON subsequently asked PUBLIC OFFICIAL 1 to serve as the middleman for the payment. On or about June 2, 2014, BARNES SUTTON and PUBLIC OFFICIAL 1 met at BARNES SUTTON's home. BARNES SUTTON told PUBLIC OFFICIAL 1 that she wanted to go for a drive. Before getting into a car, BARNES SUTTON instructed PUBLIC OFFICIAL 1 to put his phone in the trunk of the car. During the drive, BARNES SUTTON and PUBLIC OFFICIAL 1 discussed the following:

PUBLIC OFFICIAL 1: So, I did meet with [CONTRACTOR A].

BARNES SUTTON: Mm hm.

PUBLIC OFFICIAL 1: And, uh, that [COMPANY B] thing was, he's supposed to give you 500, and I, I'm not in that.

BARNES SUTTON: Then how do I get it?

PUBLIC OFFICIAL 1: That's up to you and him.

BARNES SUTTON: I just wanted you to be ... because you're a friend and I trust you, I don't want [CONTRACTOR A] coming to me.

PUBLIC OFFICIAL 1: Ma'm.

BARNES SUTTON: He's your friend...

PUBLIC OFFICIAL 1: That's what he told me, he don't want me in it, okay? That's what he said.

BARNES SUTTON: Is that because beef for another reason that I'm not totally aware of?

PUBLIC OFFICIAL 1: I don't know, but I, I... there, there's no reason for me to be in it.

BARNES SUTTON: 'Cause I trust you, I don't trust no...

PUBLIC OFFICIAL 1: Well I mean... If the person who is giving it to you knows that he's giving it to you... What, what --

BARNES SUTTON: Well I, [unintelligible].

PUBLIC OFFICIAL 1: What more do you ... I mean I don't get it, there ain't no difference...

BARNES SUTTON: He wouldn't even... I can't... he is not in my life. I would never have a separate reason to see [CONTRACTOR A].

PUBLIC OFFICIAL 1: Okay. That's what [CONTRACTOR A] says... so I'll let y'all go back to the drawing board and work that out. 'Cuz this messenger game... I just wanna go to work. That what I want to do.

BARNES SUTTON: Alright... see I can see you in the neighborhood... we're friends...

PUBLIC OFFICIAL 1: I understand...

BARNES SUTTON: I don't have a--ever have a reason to see [CONTRACTOR A].

PUBLIC OFFICIAL 1: But you and him, go back and work that out.

BARNES SUTTON: Well, are you comfortable with that, just letting [unintelligible].

PUBLIC OFFICIAL 1: Well he already told me he don't want to do it with me because I'm his immediate, his contracts come

through me, he's trying to keep, you know, that stuff as square as he can.

BARNES SUTTON: I see...

PUBLIC OFFICIAL 1: But that's what he said. So, that's the deal...

BARNES SUTTON: Alright, we'll work it out.

PUBLIC OFFICIAL 1: Y'all work it out.

BARNES SUTTON: I just don't want any problems.

PUBLIC OFFICIAL 1: Well, if you don't want any problems don't cause none, that's the key. [Unintelligible] people stay in their lane and everybody'll be okay.

27. On or about June 6, 2014, BARNES SUTTON and CONTRACTOR A met at a restaurant in Decatur, Georgia. PERSON 1 also attended the meeting.

28. At the end of the meeting, CONTRACTOR A provided \$500 in cash to PERSON 1 intending it to be paid to BARNES SUTTON to satisfy her earlier request for payment.

29. On or about July 10, 2014, BARNES SUTTON and PUBLIC OFFICIAL 1 met at BARNES SUTTON's house. BARNES SUTTON and PUBLIC OFFICIAL 1 discussed CONTRACTOR A's discomfort with PERSON 1 being involved in payments to BARNES SUTTON. The conversation was recorded:

PUBLIC OFFICIAL 1: [CONTRACTOR A] was at the house.

BARNES SUTTON: Oh.

PUBLIC OFFICIAL 1: So, he was, is uncomfortable with that set up...

BARNES SUTTON: Oh, with [PERSON 1]?

PUBLIC OFFICIAL 1: Mm hmm.

BARNES SUTTON: Okay...

PUBLIC OFFICIAL 1: So he's gonna let it come back to me but, you know, he want to make sure he's clear about what he's doing... because he says...

BARNES SUTTON: I just didn't want him... I don't want to be sitting in the restaurant and he puts something in my hand. So I said "[PERSON 1] come and meet me at the restaurant..." I didn't even tell [PERSON 1] what we were doing.

PUBLIC OFFICIAL 1: Alright so, he kinda trippin' because he don't know, you, know what's it for, what's the money for. I mean...

BARNES SUTTON: Who [PERSON 1]?

PUBLIC OFFICIAL 1: No, you! He don't know, you know, he want to know "what am I doing?" I said, "Well, I'll find out," I don't... [Unintelligible] taking care of him? I mean, you gotta tell him something.

BARNES SUTTON: What are you talking about?

PUBLIC OFFICIAL 1: [CONTRACTOR A] because he, he's all flustered right now. He said: "[PERSON 1]? Am I being set up?" That's what he said. I said "no, she just wants to do that so I'll get back in the game." That's what I told him.

BARNES SUTTON: Well that's fine.

PUBLIC OFFICIAL 1: 'Cuz he was...

BARNES SUTTON: [Unintelligible]. I just don't wanna be sitting in no restaurant and somebody gave me an envelope... you know, that's all that was.

PUBLIC OFFICIAL 1: He wanted to make sure that y'all, I told him y'all were doing good on the contract, fightin' for him [unintelligible].

BARNES SUTTON: Mm hmm.

PUBLIC OFFICIAL 1: [Unintelligible] and I was helpin' him too.

BARNES SUTTON: Mm hmm.

PUBLIC OFFICIAL 1: So, he wanted to kinda talk to you. I said "nah, let me, let me start talking..."

BARNES SUTTON: Mm hmm.

PUBLIC OFFICIAL 1: ...instead of him.

BARNES SUTTON: Mm hmm.

30. Later in the same recorded conversation, BARNES SUTTON told PUBLIC OFFICIAL 1 she wanted \$1,000 per month instead of \$500:

PUBLIC OFFICIAL 1: So, I'll get with [CONTRACTOR A] and, ah, you'll take care of him.

BARNES SUTTON: Alright - cuz I really need my job back, I can't make it like this.

PUBLIC OFFICIAL 1: The number is five... five?

BARNES SUTTON: Mm hmm.

PUBLIC OFFICIAL 1: Five hundred?

BARNES SUTTON: Unless you wanna do ten.

PUBLIC OFFICIAL 1: Ten hundred?

BARNES SUTTON: Mm hmm.

PUBLIC OFFICIAL 1: What's ten hundred, 1,000?

BARNES SUTTON: Mm hmm.

PUBLIC OFFICIAL 1: I'll ask him.

31. At BARNES SUTTON's direction, PUBLIC OFFICIAL 1 told CONTRACTOR A of BARNES SUTTON's request for \$1,000 payments instead of \$500 payments. CONTRACTOR A refused to comply with BARNES SUTTON's request for higher payments.

32. Between in or about July 21, 2014, and July 28, 2014, BARNES SUTTON and CONTRACTOR A exchanged several phone calls to arrange another meeting so that CONTRACTOR A could make another \$500 cash payment to BARNES SUTTON.

33. On or about July 28, 2014, CONTRACTOR A met BARNES SUTTON at her residence in Stone Mountain, Georgia and paid her \$500 in cash.

COUNT 1

(Extortion - 18 U.S.C. §§ 1951 and 2)

34. The Grand Jury incorporates by reference the factual allegations contained in paragraphs 1 through 33 of the indictment.

35. On or about June 6, 2014, in the Northern District of Georgia, and elsewhere, the defendant, SHARON BARNES SUTTON, aided and abetted by others known and unknown to the Grand Jury, did knowingly obstruct, delay, and affect commerce and movement of articles and commodities in commerce, and did attempt to obstruct, delay, and affect commerce and the movement of articles and commodities in commerce by extortion, as those terms are defined in Title 18, United States Code, Section 1951; that is, BARNES SUTTON, obtained \$500 cash from CONTRACTOR A, with CONTRACTOR A's consent, induced by the wrongful use of fear of economic loss.

In violation of Title 18, United States Code, Sections 1951 and 2.

COUNT 2

(Extortion - 18 U.S.C. §§ 1951 and 2)

36. The Grand Jury incorporates by reference the factual allegations contained in paragraphs 1 through 33 of the indictment.

37. On or about July 28, 2014, in the Northern District of Georgia, and elsewhere, the defendant, SHARON BARNES SUTTON, aided and abetted by others known and unknown to the Grand Jury, did knowingly obstruct, delay, and affect commerce and movement of articles and commodities in commerce, and did attempt to obstruct, delay, and affect commerce and the movement of articles and commodities in commerce by extortion, as those terms are defined in Title 18,

United States Code, Section 1951; that is, BARNES SUTTON, obtained \$500 cash from CONTRACTOR A, with CONTRACTOR A's consent, induced by the wrongful use of fear of economic loss.

In violation of Title 18, United States Code, Sections 1951 and 2.

COUNT 3

(Bribery - 18 U.S.C. §§ 666(a)(1)(B) and 2)

38. The Grand Jury incorporates by reference the factual allegations contained in paragraphs 1 through 33 of the indictment.

39. From in or about May 2014 through in or about August 2014, in the Northern District of Georgia and elsewhere, the defendant, SHARON BARNES SUTTON, aided and abetted by others known and unknown to the Grand Jury, while a member of the DeKalb County Board of Commissioners, and being an agent of DeKalb County, Georgia, did knowingly and corruptly solicit, demand, accept, and agree to accept anything of value intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of DeKalb County involving something of value of \$5,000 or more, namely BARNES SUTTON solicited, demanded, accepted, and agreed to accept cash payments from CONTRACTOR A, intending to be influenced and rewarded as opportunities arose in connection with the Snapfinger Project and the award of future contracts to CONTRACTOR A and COMPANY A.

In violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

A True BILL
[REDACTED]
FOREPERSON

ANNALOU TIROL
Acting Chief
Public Integrity Section
U.S. Department of Justice

V.R.S.

VICTOR R. SALGADO
Trial Attorney
District of Columbia Bar No. 975013

[Signature]

AMANDA R. VAUGHN
Trial Attorney
Maryland Bar