

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

2009 JUL 22 AM 9:08
U.S. DISTRICT COURT
CLEVELAND

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
)
) y.)
)
)
)
) DENNIS DOOLEY,)
)
) Defendant.)

INFORMATION

JUDGE

1:09CR329

CASE NO.

Title 18, United States Code,
Section 666(a)(2)

JUDGE GAUGHAN

The United States Attorney Charges:

COUNT 1

(Bribery Concerning Programs Receiving Federal Funds, 18 U.S.C. § 666(a)(2))

General Allegations

At all times relevant to the Information:

1. Public Agency 1 ("PA1") was a government agency, as that term is defined in Title 18, United States Code, Section 666(d)(2), which received benefits in excess of \$10,000 during every calendar year material to this Information under a Federal program involving a grant,

contract, subsidy, loan, guarantee, insurance and other form of Federal assistance. Various Cuyahoga County ("County") officials had the power to influence PA1's personnel decisions.

2. Defendant DENNIS DOOLEY was an employee of the County Auditor's Office.

3. John Kevin Kelley ("Kelley") was employed in various positions within County government from approximately 1998 through June 2009. In 2004, Kelley became the Geographic Information Systems ("GIS") project manager. His salary was funded in equal parts by the Cuyahoga County Engineer's Office ("Engineer's Office"), the Cuyahoga County Auditor's Office ("Auditor's Office"), and the County Commissioners. From January 2000 until March 2009, Kelley served on the Parma City School District Board of Education ("School Board"), an elected position. In both of those roles, Kelley had the power to influence public policy, contracts and expenditures. In addition to his public employment, in or about May 2003, Kelley created a consulting business, J. Kevin Kelley Consulting, LLC.

4. Kelley was an agent of the County. Defendant believed that Kelley and other County officials had the ability to influence PA1's personnel decisions.

The Violation

5. From on or about October 14, 2008 to on or about January 9, 2009, the exact dates unknown to the United States Attorney, in the Northern District of Ohio, Eastern Division, Defendant DENNIS DOOLEY did corruptly give, offer, and agree to give things of value to John Kevin Kelley, intending to influence and reward Kelley and other County officials in connection with any business, transaction, and series of transactions of the County and PA1 involving any thing of value of \$5,000 or more.

It was part of the scheme that:

6. On or about November 6, 2008, Defendant told Kelley he needed a pay raise and

asked Kelley if he could get Defendant a better paying job at PA1. Defendant told Kelley he would pay \$5,000 for a position at PA1 that paid \$80,000 per year.

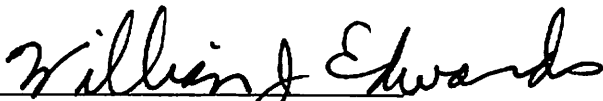
7. On or about November 18, 2008, Kelley represented to Defendant that the PA1 job would pay about \$67,000 and that Defendant would not have to pay over \$25,000 for it, with 30% after taxes “up front,” or about \$6,000. Defendant asked whether he would have to come to work every day.

8. On or about December 1, 2008, Defendant told Kelley he was “all giddy inside” about the prospect of working at PA1.

9. On or about December 12, 2008, Kelley represented to Defendant the PA1 job would pay in the \$65,000 range and would cost Defendant \$20,000. Defendant said he would be willing to pay \$15,000 but would have to make \$76,000 or he would pay \$10,000 for a \$65,000 job.

10. On or about January 9, 2009, Defendant gave Kelley \$5,000 in cash as an “up front” payment for the PA1 job. Defendant told Kelley it was important that he could say he applied for the job “like everyone else, I filled out an application.” Kelley warned Defendant there would be “some projects involved.” Defendant responded, “I don’t mind a few projects.”

All in violation of Title 18, United States Code, Section 666(a)(2).


WILLIAM J. EDWARDS
UNITED STATES ATTORNEY