phk/1999R01686

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Crim. No.
	:	
	:	18 U.S.C. §§ 1341, 1346,
v.	:	1951 & 2
	:	
	:	
WILLIAM C. BRAKER	:	I N D I C T M E N T

The Grand Jury in and for the District of New Jersey, sitting at Newark, charges:

COUNTS ONE TO THREE

(Attempted Extortion Under Color of Official Right)

The Defendant and the Vendor

1. From in or about 1987 to the present, defendant WILLIAM C. BRAKER was an elected Freeholder on the Hudson County Board of Chosen Freeholders (hereinafter, the "BCF"). The BCF was the County's legislative branch that, among other things, authorized the County Executive to enter into contracts on behalf of Hudson County government. As a member of the BCF, defendant WILLIAM C. BRAKER considered and voted upon financial matters affecting Hudson County government, including the award of contracts to vendors doing business with Hudson County.

2. From in or about 1970 to in or about November, 2002, defendant WILLIAM C. BRAKER was an employee of the Jersey City Police Department (hereinafter, the "JCPD"), serving from in or about October, 1997 to in or about November, 2002 as Deputy

Director and holding the rank of Lieutenant. As Deputy Director of the JCPD, defendant WILLIAM C. BRAKER was in a position to influence and advise the Police Director and others on matters involving, among other things, the award of contracts to vendors doing business with the JCPD.

3. From in or about 1991 to in or about October, 2001, there was a vendor, who was engaged in interstate commerce and who had contracted with Hudson County government to provide services, including psychiatric services, at a county-owned hospital and the Hudson County Correctional Center (hereinafter, the "Vendor"). In one such contract, the Vendor agreed, among other things, to provide psychiatric care for inmates at the Hudson County Corrections and Juvenile Detention Centers in Kearny and Secaucus, New Jersey (hereinafter, the "Corrections Contract"). Until in or about 1999, the Corrections Contract was subject to renewal or cancellation each year by the BCF. Beginning in or about 1994, Hudson County and the Vendor also entered into a contract whereby the Vendor agreed, among other things, to provide psychiatric care for patients at the Meadowview Hospital, a Hudson County-affiliated psychiatric facility located in Secaucus, New Jersey (hereinafter, the "Meadowview Contract"). The Meadowview Contract was subject to renewal or cancellation each year by the BCF. At times material

to Counts One to Three of this Indictment, the Vendor was cooperating with federal authorities.

4. On or about September 23, 1999, the BCF approved the renewal of the Corrections Contract for the term from October 1, 1999 to September 30, 2001 (hereinafter, the "1999 Corrections Contract"). Under the terms of the 1999 Corrections Contract, Hudson County agreed to pay the Vendor up to approximately $1.3 million annually. On or about September 23, 1999, the BCF also approved the renewal of the Meadowview Contract for the term from October 1, 1999 to September 30, 2000 (hereinafter, the "1999 Meadowview Contract"). Under the terms of the 1999 Meadowview Contract, Hudson County agreed to pay the Vendor up to approximately $995,804. Defendant WILLIAM C. BRAKER voted to approve both the 1999 Corrections Contract and the 1999 Meadowview Contract.

The Corrupt Activity

5. It was the object of the corrupt activity that defendant WILLIAM C. BRAKER accepted and agreed to accept money from the Vendor in exchange for defendant WILLIAM C. BRAKER's support of the Vendor's 1999 Hudson County contracts and his efforts to support the Vendor in obtaining future contracts and contract renewals from Hudson County government and the JCPD.

6. On or about November 2, 1999, defendant WILLIAM C. BRAKER told an individual, a mutual friend of both the defendant WILLIAM C. BRAKER and the Vendor, that the Vendor "owed" the defendant WILLIAM C. BRAKER. The individual relayed this statement to the Vendor. Defendant WILLIAM C. BRAKER subsequently told the Vendor in a tape-recorded meeting on that same date, "You need to send me a little check." When the Vendor asked how much, defendant WILLIAM C. BRAKER responded, "five hundred," *i.e.*, $500.

7. On or about January 14, 2000, defendant WILLIAM C. BRAKER and the Vendor met to discuss, among other things, a dispute between them concerning the Vendor's failure to support, through monetary contributions, defendant WILLIAM C. BRAKER, and the fact that defendant WILLIAM C. BRAKER had voiced these concerns to a third party. At this meeting, which was tape-recorded, defendant WILLIAM C. BRAKER agreed to communicate his expectations regarding monetary contributions, including cash payments, directly to the Vendor and not through the third party.

8. At a tape-recorded meeting with the Vendor on or about March 31, 2000, defendant WILLIAM C. BRAKER agreed, among other things, to use his influence as the Deputy Director of the JCPD to recommend a contract for the Vendor to provide psychiatric services for the JCPD (hereinafter, the "JCPD Contract"). At this same meeting, defendant WILLIAM C. BRAKER told the Vendor

that he wanted, "Two grand," referring to $2,000 in cash, from the Vendor. Throughout this and other conversations, defendant WILLIAM C. BRAKER discussed with the Vendor the breadth of his political influence, his relationships with and opinions of numerous individuals in local government, including the JCPD, his personal knowledge of the inner workings of the Hudson County BCF and the JCPD, his ability to influence through his official positions other officials and his acceptance of cash payments and other benefits from other individuals, stating during this tape-recorded meeting, "I'm a hot commodity."

9. At an audio- and video-taped meeting at a Hudson County restaurant on or about April 4, 2000, in Jersey City, New Jersey, defendant WILLIAM C. BRAKER accepted $2,000 in cash from the Vendor in return for his agreement to: (a) use his influence as Deputy Director of the JCPD to attempt to secure the JCPD Contract and (b) vote in favor of the Meadowview Contract when it again came up for renewal before the BCF. Upon receiving the cash payment, defendant WILLIAM C. BRAKER, referring to his future vote concerning the renewal of the Meadowview Contract, assured the Vendor "Yeah, definitely, I'm on board." Upon receiving the cash payment, defendant WILLIAM C. BRAKER explained to the Vendor, "I try and tell people invest five or six thousand for a three hundred thousand dollar contract, you're way ahead of the game." Defendant WILLIAM C. BRAKER further stated that

"people don't understand this," and, instead, "[t]hey're always looking for something for nothing."

10. On or about June 26, 2000, defendant WILLIAM C. BRAKER told the Vendor during a tape-recorded meeting that before the JCPD Contract would be awarded to the Vendor, the Vendor had to "show good faith" and prove that the Vendor was a "team player." Defendant WILLIAM C. BRAKER explained that to do so, the Vendor would have to purchase two tickets to a political fundraiser for $2,000. Defendant WILLIAM C. BRAKER instructed the Vendor to give him $2,000 in cash, indicating that defendant WILLIAM C. BRAKER would submit the cash contribution, along with $1,000 in cash of defendant WILLIAM C. BRAKER's own money to purchase a ticket to the fundraiser for himself because those who would benefit from the fundraiser had "been good to [him]." Defendant WILLIAM C. BRAKER told the Vendor that he would make sure that the Vendor would "get credit" for making the $2,000 contribution. Defendant WILLIAM C. BRAKER further told the Vendor that after the $2,000 contribution was made, the Vendor likely would obtain the JCPD Contract.

11. On or about June 27, 2000, defendant WILLIAM C. BRAKER accepted $2,000 in cash from the Vendor as a contribution to the upcoming fundraiser during a tape-recorded meeting. Referring to the use of his influence in helping the Vendor obtain the JCPD Contract, defendant WILLIAM C. BRAKER told the Vendor, "I told

you I was gonna take care of it at the appropriate time," and that "now it's a done deal."

12. During a tape-recorded conversation on or about July 18, 2000, defendant WILLIAM C. BRAKER informed the Vendor that they could not contribute cash for the fundraiser, instructing the Vendor instead to write a check in the amount of $3,000 for the fundraiser to cover contributions for both the Vendor and defendant WILLIAM C. BRAKER. Defendant WILLIAM C. BRAKER explained that because he was a Democrat, he did not want his support of the fundraiser, which would benefit a Republican candidate, to be manifest by his name appearing on a donor list. Defendant WILLIAM C. BRAKER also told the Vendor that he had arranged a lunch meeting between the Vendor and JCPD officials to discuss the JCPD Contract.

13. On or about July 19, 2000, defendant WILLIAM C. BRAKER returned $2,000 cash to the Vendor and asked the Vendor to write the check in the amount of $3,000 for the fundraiser during a tape-recorded meeting. Defendant WILLIAM C. BRAKER assured the Vendor of his future favorable vote on the Meadowview Contract renewal and agreed to have the Vendor contribute $1,000 for the fundraiser on behalf of defendant WILLIAM C. BRAKER, instead of paying for the fundraiser himself, stating, "I'll keep my thousand." Referring to the use of his influence with a JCPD official in helping the Vendor to obtain the JCPD Contract,

defendant WILLIAM C. BRAKER stated, "I kind of . . . twisted his arm for you."

14. On or about July 20, 2000, defendant WILLIAM C. BRAKER, the Vendor, and a JCPD official met at a restaurant located in Secaucus, New Jersey to discuss, among other things, the JCPD Contract. At this meeting, the Vendor gave the JCPD official two checks totaling $3,000 for the fundraiser, $1,000 of which was on behalf of defendant WILLIAM C. BRAKER.

15. On or about September 27, 2000, defendant WILLIAM C. BRAKER met the Vendor at a restaurant in Secaucus, New Jersey. At this tape-recorded meeting, defendant WILLIAM C. BRAKER told the Vendor about his efforts at the Hudson County BCF to secure the renewal of the Meadowview Contract, stating, "I think the votes are there." At this same meeting, the Vendor asked defendant WILLIAM C. BRAKER how the Vendor could help defendant WILLIAM C. BRAKER. Defendant WILLIAM C. BRAKER responded: "Cash and Viagra." When the Vendor asked how much money the Vendor was to pay to defendant WILLIAM C. BRAKER, defendant WILLIAM C. BRAKER responded, "Two large," *i.e.*, $2,000. Defendant WILLIAM C. BRAKER asked the Vendor, "You didn't bring anything with you?" The Vendor responded that he had not brought any cash because he did not know how much defendant WILLIAM C. BRAKER wanted, but the Vendor assured defendant WILLIAM C. BRAKER that he would provide the $2,000 in cash later that week.

16. On or about September 28, 2000, the Meadowview Contract was renewed by the BCF for an additional one-year term. Defendant WILLIAM C. BRAKER voted in favor of renewing the Meadowview Contract.

17. On or about September 29, 2000, at an audio- and video-taped meeting, at a location in Jersey City, New Jersey, defendant WILLIAM C. BRAKER accepted $1,880 in cash from the Vendor.

18. On or about January 19, 2001, the Vendor obtained the JCPD Contract under which the Vendor agreed to perform fitness for duty psychological evaluations of members of the JCPD. The total amount of the JCPD Contract was approximately $7,500.

19. On or about the dates listed below, at the locations set forth below, in Hudson County, in the District of New Jersey, and elsewhere, defendant

WILLIAM C. BRAKER

knowingly and willfully did attempt to obstruct, delay and affect interstate commerce by extortion, that is, obtaining money and things of value from the Vendor with the Vendor's consent under color of official right as set forth below:

COUNT	DATE	LOCATION	AMOUNT
1	April 4, 2000	Jersey City, N.J.	$2,000
2	July 20, 2000	Secaucus, N.J.	$1,000

3	September 29, 2000	Jersey City, N.J.	$1,880

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

COUNTS FOUR TO SEVEN

(Scheme to Defraud the Public of Honest Services)

1. Paragraphs 1 through 18 of Counts One to Three are hereby incorporated and realleged as if fully set forth herein.

Public's Right to, and Defendant's Duty of, Honest Services

2. At all times relevant to Counts Four to Seven of this Indictment, the public had an intangible right to the honest services of their elected officials and employees. As a public official and employee, defendant WILLIAM C. BRAKER owed the public a duty to (a) refrain from receiving bribes and payments designed to (i) improperly affect the performance of official duties or (ii) coax favorable official action or inaction and (b) disclose conflicts of interest pertaining to his direct and indirect personal gain and other material information in official matters over which he had authority and discretion.

Scheme and Artifice to Defraud Public of Honest Services

3. From in or about September, 1999 to in or about April, 2001, in Hudson County, in the District of New Jersey, and elsewhere, defendant

WILLIAM C. BRAKER

knowingly and willfully did devise and intend to devise a scheme and artifice to defraud the County of Hudson, its citizens, and

the JCPD of the right to defendant WILLIAM C. BRAKER's honest services as a public official.

4. The object of this scheme and artifice to defraud was for defendant WILLIAM C. BRAKER to solicit and accept approximately $4,880 from the Vendor in connection with (a) defendant WILLIAM C. BRAKER's votes in or about September, 1999 approving the 1999 Corrections Contract and the 1999 Meadowview Contract; (b) defendant WILLIAM C. BRAKER's favorable votes on the Vendor's future contracts and contract renewals with Hudson County considered by the BCF; (c) his efforts to assist the Vendor in obtaining a contract with the JCPD and (d) intentionally failing to disclose, and concealing from, the County of Hudson, its citizens and the JCPD material information, including defendant WILLIAM C. BRAKER's solicitation and acceptance of these corrupt payments and benefits from the Vendor.

5. It was a part of this scheme and artifice to defraud that defendant WILLIAM C. BRAKER concealed from the public corrupt payments and benefits that defendant WILLIAM C. BRAKER accepted from the Vendor during the year 2000 by intentionally failing to disclose these payments and benefits on his Local Government Ethics Law Financial Disclosure Statement ("Financial Disclosure Statement") for the reporting year 2000 that was filed

with the State of New Jersey, Department of Community Affairs, Division of Local Government Services in Trenton, New Jersey.

6. On or about the dates listed below, in Hudson County, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute this scheme and artifice to defraud, defendant

WILLIAM C. BRAKER

knowingly and willfully placed and caused to be placed in a post office and authorized depository for mail, and caused to be delivered thereon, certain mail matter, to be sent and delivered by the United States Postal Service, as described below:

COUNT	DATE	MAILING
4	December 2, 1999	mailing of a cover letter and proposed contract providing for the Vendor to receive approximately $995,804 for providing psychiatric services at the Meadowview Psychiatric Hospital
5	April 10, 2000	mailing of a proposed contract providing for the Vendor to receive approximately $1.3 million for providing psychiatric services at the Hudson County Correctional Center and Juvenile Detention Center
6	January 29, 2001	mailing of contract providing for the Vendor to receive approximately $7,500 to perform fitness for duty psychological evaluations for members of the Jersey City Police Department

COUNT	DATE	MAILING
7	April 30, 2001	mailing of 2000 Financial Disclosure Statement of WILLIAM C. BRAKER to the State of New Jersey, Department of Community Affairs, Division of Local Government Services

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

A TRUE BILL

FOREPERSON

CHRISTOPHER J. CHRISTIE
United States Attorney

CASE NUMBER: _____

United States District Court
District of New Jersey

UNITED STATES OF AMERICA

v.

WILLIAM C. BRAKER

INDICTMENT FOR

18 U.S.C. §§ 1341, 1346, 1951 (a) & 2

A True Bill,

_____

Foreperson

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(Ed. 1/97)