

OFFICE OF THE INDEPENDENT ADVOCATE
MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST
REPORT OF INVESTIGATION

COE/ PCIB/ SAO case, Subject: Ezekiel Orji

Date Opened: Aug. 3, 2007

Date Closed: Dec. 5, 2007

Name of investigators: Karl Ross and Det. Jessica Alvarez
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Allegation:

It was alleged Opa-locka Finance Manager Ezekiel “Zeke” Orji improperly solicited and/ or received a used Mercedes Benz engine in exchange for waiving thousands of dollars in fees relating to the installation of water lines for two local businesses. The allegations came to the attention of investigators on or about Aug. 3, 2007, after a former employee told several city employees that Lazaro Borrego, the owner of a junk yard and nearby truck parts store, had in effect paid a bribe to Mr. Orji. The subsequent investigation did not support the misconduct allegations.

Investigation:

The investigation commenced after investigators learned about the allegations surrounding the delivery of a Mercedes Benz engine to the home of Mr. Orji, who also serves as an assistant city manager responsible for overseeing the public works department – a focal point of the ongoing criminal investigation leading to the arrest of former Vice Mayor Terence Pinder and lobbyist Dante Starks. The initial information was that an elderly Hispanic man named Albert who worked at Albert’s Junk Yard on the 3400 block of NW 127th Street informed code enforcement officials his former employer received a discount of as much as \$5,000 in exchange for the engine.

On Aug. 3, 2007, investigators interviewed several witnesses who were said to be present on Aug. 2, 2007, at the time of Albert’s visit to the city’s administrative

annex, where the code enforcement offices are located. Those witnesses – Code Enforcement Officer James Smith, Code Enforcement Officer Robert Knapp and former Code Enforcement Officer James McCarthy – stated the individual known as Albert met with Code Enforcement Director Octavien Spanner to make the allegations concerning his former employer and Orji. Smith, the city’s former police chief, said he did not attend the meeting with Albert and Spanner because two other witnesses were present. Knapp said he was also present when Albert arrived but did not attend the meeting. Knapp said he later learned the details from McCarthy. McCarthy said he attended the meeting, and heard the allegations, consisting of Albert’s claim he delivered a Mercedes Benz engine to Orji’s home in exchange for a reduction of approximately \$1,500 in utility charges assessed to his employer. McCarthy said he was also present when Spanner called City Manager Jannie Beverly to notify her about the allegations.

Investigators later identified the former employee as Alberto Rodriguez, 68, of 465 E. 30th Street, #208, in Hialeah. Det. Jessica Alvarez of PCIB located Rodriguez and spoke to him on the telephone on Sept. 24, 2007. He recounted the allegations, and stated that he stood by his allegation the Mercedes Benz engine was part of a quid pro quo exchange between his former employer and Orji. He said he personally delivered the engine to Orji’s home and that Orji received the engine as a gift from Borrego, the owner of the businesses, in exchange for reducing the city’s utility charges. Rodriguez was subsequently served a subpoena to make a formal statement.

In a Sept. 12, 2007, e-mail to Det. Alvarez, Mr. Spanner, the city’s top code enforcement official, advised Rodriguez and Borrego first visited his office on June 21, 2007, to request occupational licenses. He said the men returned on July 13, 2007, to complain about the cost the city was assessing for the utility hookups. At that time, he said he referred them to Orji to address the billing matter. Spanner further advised that Rodriguez returned to his office alone in early August to report the alleged bribery.

On Oct. 2, 2007, investigators took a sworn statement from Spanner at the Miami-Dade County State Attorney's Office. Spanner is also the city's director of Planning and Community Development. At that time, Spanner said Rodriguez came to see him on or about Aug. 2, 2007, and that he called Code Enforcement Officer Knapp and a second employee, the city's chief planner Gerald Lee, to hear the allegations. He said Rodriguez told them Orji reduced the cost of the utility hookups from \$5,800 to \$1,300 in exchange for the Mercedes engine. Spanner said that based on Rodriguez's account he understood that Orji may have solicited the engine as a bribe and exploited his official position by reducing the charges owed to the city by \$4,500. He indicated there might be paperwork in the city's utility files substantiating this reduction.

On Oct. 10, 2007, Investigator Ross made a public records request for the "new service applications" and other documents relating to the businesses owned by Mr. Borrego – Albert's Used Auto Parts and Advanced Used Truck Parts. City Clerk Deborah Irby responded to the request on Oct. 17, 2007, providing copies of an undated, unsigned occupational license application from Borrego; an incomplete request for new service form; a copy of a shut off order dated Aug. 12, 2007, from the city official in charge of utility billing, Gordy Sampson-Lee; and copies of the city's cost analyses for the two businesses. Based on the information provided, it appeared the city proposed charging Borrego a total of \$5,316 for making the connections.

As a result of the seemingly incomplete information, the state attorney's office issued a subpoena directly to Ms. Sampson-Lee of the public works department's utility section. On Oct. 26, 2007, investigators received additional information, including revised copies of the cost analyses showing a reduction from \$5,316 to \$3,116 – or a total discount of \$2,200. Each cost analysis form reflected a reduction of \$1,100 from \$2,658 per water connection to \$1,558 per connection. A memo dated Aug. 14, 2007, and signed by Lee described this reduction as a "one time courtesy" and attributed it to

a “hardship situation” on the part of Mr. Borrego. The memo further stated that Borrego did not make the discounted payment, and that no connection was made.

On Oct. 8, 2007, investigators took a statement from Mr. Rodriguez, who initially described the exchange as a “bribe,” but made subsequent remarks that clouded the issue and cast doubt as to whether there was indeed any connection between the delivery of the engine to Mr. Orji’s home and Orji’s subsequent actions to obtain a partial reduction in the utility charges to Mr. Borrego. Rodriguez, for example, claimed he intuitively knew that Orji wanted the engine for free, but indicated Orji did not make such a request explicitly. He also advised that he delivered the engine to Orji’s home several months in advance of the issue with the utility hookup charges. He said he first met Orji when Orji visited the area where the businesses are located as part of a code enforcement sweep. Rodriguez also stated that while he felt Borrego knew the charges were subsequently reduced because of the engine, he said neither Borrego nor Orji ever made mention of the engine with reference to the billing dispute. He said he visited Orji on Borrego’s behalf to negotiate a reduction in the charges. He said he advised Borrego to pay the reduced charges, but that Borrego refused.

During the statement, Rodriguez made admissions that call into question his reliability as a witness. He said he had been fired from his job after Borrego caught him in a delivery truck with alcohol. He said Borrego also accused him of using drugs, which he initially denied. He later admitted he did have a drug problem.

On Oct. 8, 2007, investigators took a sworn statement from Lazaro Borrego, who without prompting immediately cited Rodriguez as the source of any negative rumors concerning his business. He said he fired Rodriguez after finding him in a delivery truck with beer and cocaine. He said Rodriguez subsequently threatened to attack him and his family with an M-16, and provided paperwork showing he sought a restraining order against Rodriguez. He admitted that he had improper water hookups for his businesses, but denied any connection between the Mercedes Benz engine and the subsequent

dealings with Orji. He claimed he was never aware Orji was looking for such an engine, but did say Rodriguez approached him and asked him for an old Mercedes engine “for an old friend.” He said the engine came with the business when he purchased it three years ago from Albert Ponte, and that it had been sitting on the floor and was exposed to water. He said that he had been considering selling it for scrap for about \$130. He said that had it been in proper working condition, it might have been worth \$350. He said Rodriguez removed the engine from the business and that he has no idea where it went from there until several months later. He said he never dealt directly with Orji regarding the utility hookups, sending Rodriguez to the city to represent him instead. He said he thought the city’s proposed connection fees were excessive. He said he never gave the engine to Orji with the intent of influencing his official actions.

On Nov. 29, 2007, investigators questioned Orji regarding the engine at his office in the city’s administrative annex. Orji stated that he never received a gift, and claimed that he paid \$150 for the engine directly to Rodriguez. He said he met Rodriguez during the code enforcement visit, and subsequently called him to inquire about the engine, which he said he needed for replacement parts. He said he bought a 1981 Mercedes when he lived in Houston, and later shipped it to his family home in Nigeria. He said that when he went to the business, he met with Rodriguez and only briefly with Borrego, who Rodriguez had introduced to him as “my son.” He said Borrego was not present when he and Rodriguez discussed the terms of the alleged sale. He said Rodriguez first offered to give it to him for free, but said he refused, explaining to him he was a city official and could not take a gift. He said Rodriguez said it might sell for \$200 to \$250, and that he offered \$150. He said Rodriguez consulted Borrego, who he felt was aware that he was buying the engine. He said Rodriguez later delivered the engine to his home in Southwest Dade, and that it remains there on the same wooden pallet it arrived on, wrapped in cellophane. He said he had not had time to ship it to Africa.

Orji said that he went to get his check book to pay Rodriguez, but Rodriguez told him he wanted cash so that he could pay for gas for the truck. He said he returned to his home and got cash. He said he did not receive any sales invoice or paperwork. He said he did not see Rodriguez again until months later when Rodriguez arrived at his office to complain about the cost of the utility hookups. He said he consulted Gordy Lee, the head of utility billing, to ask if the city could accommodate the request. He said that Lee told him they could waive the labor charge of \$1,100 for each connection. He said that he told Rodriguez he would have to pay by the end of the day. He said Rodriguez agreed but never returned to make payment. He said he later discovered that Rodriguez was not, in fact, the owner of the junk yard and auto parts business. He also stated that the city customarily waives the labor charge for other businesses, if requested. He denied any link between the delivery of the engine and the utility charges.

Lastly, investigators enlisted the assistance of U.S. Homeland Security officials in checking for any shipments to Nigeria made by Mr. Orji. None had been reported.

CONCLUSION:

A review of the city's utility records indicates that labor costs for each proposed connection were in fact \$1,100 – for a total discount of \$2,200. This is consistent with Mr. Orji's claim that he obtained a waiver for labor costs. There is no indication Orji reduced the proposed charges from \$5,558 to \$1,116 as alleged by Rodriguez during his sworn statement. It appears Rodriguez confused numbers appearing on the cost analyses for new service, which reflected a reduction to \$1,558 for each utility hookup. While gaps and inconsistencies remain in the statements provided by Rodriguez, Borrego and Orji, the overall findings produced by the investigation do not support the allegations of bribery or exploitation. As a top city official, Orji should have exercised care to ensure he properly documented the transaction with a local business. Even so, the alleged sale or gift occurred months in advance of the issue relating to the utility

charges. Given that Rodriguez, in his sworn statement, said Orji never explicitly request the engine as a gift and that neither Orji nor Borrego made reference to it during the subsequent billing dispute, it is difficult, if not impossible, to support the allegations. Admissions by the primary witness of drug and alcohol use further detract from his credibility. For the above-stated reasons, the investigation should be closed.