

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

AFFIDAVIT FOR ARREST WARRANT

Before me, _____, a Judge of the Circuit Court of the Eleventh Judicial Circuit of Florida, personally appeared Detective Julio Estopinan (ID. 30-2942) of the Miami-Dade Police Department (MDPD) and Lawrence Lebowitz of the Miami-Dade County Commission on Ethics and Public Trust (COE), who being by me first duly sworn, depose and say that they have probable cause to believe and do believe that they have probable cause for the arrest of:

TERENCE KENNETH PINDER

Date of Birth: 03/02/1973

Black Male



I. SUBJECT

Terence K. Pinder, (hereinafter "SUBJECT COMMISSIONER PINDER"), is an elected official who currently serves as a Commissioner in the City of Opa-locka (hereinafter "Opa-locka"). SUBJECT COMMISSIONER PINDER was originally elected to the Opa-locka Commission in November 2004 and was subsequently appointed by his colleagues to become the Vice Mayor. During his tenure as Vice Mayor, he became the subject of an investigation into corruption-related charges. SUBJECT COMMISSIONER PINDER was arrested in late

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November 2006 and initially charged with four counts of grand theft, one count of petit theft, two counts of official misconduct and one count of filing a false campaign statement. SUBJECT COMMISSIONER PINDER was subsequently suspended from office on December 6, 2006, by then-Governor Jeb Bush. The original charges were amended in 2007 as part of a broader felony case that alleged SUBJECT COMMISSIONER PINDER received kickbacks from lobbyist Dante Starks in the form of cash payments, child-support payments and extended stays at the El Palacio Hotel. That case eventually was expanded, accusing SUBJECT COMMISSIONER PINDER and Starks with using their influence to help steer \$3.8 million in Opa-locka contracts to a Nigerian businessman, Emmanuel Nwadike, who pleaded guilty and agreed to cooperate.

In February 2014, SUBJECT COMMISSIONER PINDER and Starks pleaded no contest to four criminal violations of the Miami-Dade County Code of Ordinances codes on conflict-of-interest and ethics; in exchange prosecutors agreed to drop the pending felony charges. SUBJECT COMMISSIONER PINDER and Starks were sentenced to two years of probation and ordered to pay fines and court costs. In August 2014, SUBJECT COMMISSIONER PINDER qualified to run for an open seat on the Opa-locka City Commission. He was elected, for the second time, on Nov. 14, 2014. On February 26, 2015 SUBJECT COMMISSIONER PINDER successfully convinced a judge to terminate his probation early.

II. SUMMARY OF THE CRIMES

SUBJECT COMMISSIONER PINDER used his position, as an Opa-locka Commissioner, to enrich himself through unlawful means by soliciting bribes and accepting thousands of dollars in payments. Between June 2015 and February 2016, an Opa-locka businessman, who was working as a police informant, delivered approximately \$7,020 in cash payments to SUBJECT COMMISSIONER PINDER. In exchange for the cash payments, SUBJECT COMMISSIONER PINDER used and promised to act in performance of his public duty to help the businessman obtain approval from Opa-locka to operate a solid waste transfer station. Specifically, SUBJECT COMMISSIONER PINDER sponsored two (2) resolutions, directed the Opa-locka City Manager to give the businessman preferential treatment, and made explicit promises to act on the businessman's behalf during Opa-locka commission meetings. When questioned, SUBJECT COMMISSIONER PINDER voluntarily admitted that he carried

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out these acts in performance of his public duty in order to receive the cash payments, though he claimed his true intent was to recoup an owed debt.

III. STATUTES VIOLATED

Fla. Stat. §838.015 Bribery

(1) "Bribery" means corruptly to give, offer, or promise to any public servant, or, if a public servant, corruptly to request, solicit, accept, or agree to accept for himself or herself or another, any pecuniary or other benefit not authorized by law with an intent or purpose to influence the performance of any act or omission which the person believes to be, or the public servant represents as being, within the official discretion of a public servant, in violation of a public duty, or in performance of a public duty.

(2) Prosecution under this section shall not require any allegation or proof that the public servant ultimately sought to be unlawfully influenced was qualified to act in the desired way, that the public servant had assumed office, that the matter was properly pending before him or her or might by law properly be brought before him or her, that the public servant possessed jurisdiction over the matter, or that his or her official action was necessary to achieve the person's purpose.

Fla. Stat. §838.016 Unlawful compensation or reward for official behavior

(1) It is unlawful for any person corruptly to give, offer, or promise to any public servant, or, if a public servant, corruptly to request, solicit, accept, or agree to accept, any pecuniary or other benefit not authorized by law, for the past, present, or future performance, nonperformance, or violation of any act or omission which the person believes to have been, or the public servant represents as having been, either within the official discretion of the public servant, in violation of a public duty, or in performance of a public duty. Nothing herein shall be construed to preclude a public servant from accepting rewards for services performed in apprehending any criminal.

(2) It is unlawful for any person corruptly to give, offer, or promise to any public servant, or, if a public servant, corruptly to request, solicit, accept, or agree to accept, any pecuniary or other benefit not authorized by law for the past, present, or future exertion of any influence upon or with any other public servant regarding any act or omission which the person believes to have been, or which is represented to him or her as having been, either within the official discretion of the other public servant, in violation of a public duty, or in performance of a public duty.

(3) Prosecution under this section shall not require that the exercise of influence or official discretion, or violation of a public duty or performance of a public duty, for which a pecuniary or other benefit was given, offered, promised, requested, or solicited was accomplished or was within the influence, official discretion, or public duty of the public servant whose action or omission was sought to be rewarded or compensated.

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IV. YOUR AFFIANTS

Your Co-Affiant Detective Julio Estopinan Jr., is a sworn Deputy Sheriff of the Miami-Dade Police Department (MDPD), located in and for Miami-Dade County, Florida. Co-Affiant Estopinan has been a police officer with the Miami-Dade Police Department for thirty (30) years. Co-Affiant Estopinan has served as a detective for twenty eight years with experience in the homicide unit, robbery unit, and is currently assigned to the Public Corruption Investigations Bureau (PCIB) of the Miami-Dade Police Department. The Public Corruption Investigations Bureau is the entity within the Miami-Dade Police Department charged with the responsibility of investigating wrongdoing by elected officials and employees of governmental entities and their subdivisions. Co-Affiant Estopinan has also spent the last two (2) years assigned to the Miami-Dade County State Attorney's multi-agency Public Corruption Unit Task Force (hereinafter "PCU Task Force").

Your Co-Affiant Lawrence J. Lebowitz is an Investigator with the Miami-Dade County Commission on Ethics and Public Trust (COE). Co-Affiant Lebowitz has served as an investigator for the past three years, during which time he has led or assisted in more than 50 ethics investigations and several criminal public-corruption investigations. Co-Affiant Lebowitz, in carrying out his investigations, has worked in coordination with the Miami-Dade State Attorney's Office, the Miami-Dade Police Department, the City of Miami Police Department, the Florida Department of Law Enforcement, and various federal and state civil enforcement agencies.

This affidavit is based upon information known personally to your Co-Affiants based upon investigation, review of records, audio and video records, surveillance, and sworn statements taken from witnesses who have personal knowledge of the facts herein. Because this affidavit is being submitted for the purpose of establishing probable cause, your Co-Affiants have not included every aspect, fact, or detail of this investigation.

V. BACKGROUND INFORMATION

On May 22, 2015, Co-Affiant Lebowitz and COE Investigator Karl Ross informed Co-Affiant Estopinan that an Opa-locka business owner (hereinafter referred to as "C.I.") had

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information regarding criminal activities committed by SUBJECT COMMISSIONER PINDER. C.I. Flores is the owner of Ecological Recycling Paper Inc., (hereinafter "Ecological") which is a company that specializes in recycling and waste disposal that is located at 2350 NW 149th St, Opa-Locka, FL 33054.

On May 27, 2015, C.I. voluntarily appeared at the State Attorney's Office and provided Your Affiants with a sworn statement regarding his knowledge of and involvement with SUBJECT COMMISSIONER PINDER's criminal activities. C.I. advised that his association with SUBJECT COMMISSIONER PINDER originated from his decision, in 2012, to expand Ecological's business portfolio to include solid waste collection and disposal. C.I. learned that Opa-locka was going to be soliciting bids for its commercial and residential solid waste collection and disposal. As part of his efforts to win the solid waste contract, C.I. hired SUBJECT COMMISSIONER PINDER to provide lobbying and/or consulting services to assist Ecological in securing the necessary votes from the Opa-locka commission in mid-2013. C.I. and SUBJECT COMMISSIONER PINDER became friends and business associates. Their partnership was lucrative because, in September 2013, Ecological was awarded the contract to provide Opa-locka with commercial and residential solid waste collection services. At the time this was Ecological's largest solid waste collection contract with a municipality.

According to C.I. there was no written contract which outlined the terms of SUBJECT COMMISSIONER PINDER's employment with Ecological. Rather the two had a verbal agreement that C.I. would pay SUBJECT COMMISSIONER PINDER \$500 per week for his lobbying and consulting services. In approximately July 2014, SUBJECT COMMISSIONER PINDER, who by then was planning to run for a seat on the Opa-locka commission, officially ended his employment with Ecological. By this time tensions had been rising in their once friendly relationship. C.I. claimed that he felt as if he were paying SUBJECT COMMISSIONER PINDER for doing little to no work on behalf of Ecological. To resolve their dispute, SUBJECT COMMISSIONER PINDER and C.I. met and agreed to a financial settlement which C.I. immediately paid.¹

¹ It should be noted that while C.I. claimed that he and SUBJECT PINDER had resolved their financial dispute, as you will read later, SUBJECT PINDER continued to profess that C.I. still owed him for his consulting services. SUBJECT

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Also in the summer of 2014, C.I. was courting potential companies to which he could sell Ecological's contracts to provide municipalities with solid waste collection at a profit. According to C.I., Ecological needed permission from the Opa-locka commission to assign its contract to another company before any sale could be completed. On December 15, 2014, one month after SUBJECT COMMISSIONER PINDER was elected, the Opa-locka commission approved a resolution permitting Ecological to assign its commercial and residential solid waste contract with Opa-locka to Universal Waste Systems of Florida, Inc. (hereinafter, "Universal Waste").²

After the Opa-locka commission voted to allow Ecological to assign the commercial and solid waste contract to Universal Waste, SUBJECT COMMISSIONER PINDER continued to solicit money from C.I. On January 1, 2015 SUBJECT COMMISSIONER PINDER sent C.I. a coded threat via text message wherein he said, "tomorrow i will submit my findings." C.I. took the message to mean that SUBJECT COMMISSIONER PINDER might use his position as Opa-locka commissioner to cause an adverse issue for Ecological should he not pay SUBJECT COMMISSIONER PINDER in a timely fashion. The next day C.I., who was out of town at the time, arranged to have his father pay SUBJECT COMMISSIONER PINDER \$500 in cash.

During his meeting with Your Affiants, on May 27, 2015, C.I. advised that Ecological received a number of Opa-locka Code Enforcement Division citations on March 23, 2015. The citations demanded that Ecological pay approximately \$1700 in fines.³ C.I. stated that he believed SUBJECT COMMISSIONER PINDER ordered a code enforcement officer to issue Ecological the citations as an act of retaliation in response to a dispute over money that led SUBJECT COMMISSIONER PINDER to file a creditor's claim against Ecological. C.I. stated that being issued the citations was noticeably atypical because in the past Ecological had only been issued warnings and allowed time to comply. C.I. also felt that the substance of the citations, with the exception of the citation for working without a permit, were illegitimate because Ecological's business requires trash and debris to be located on the property and the area

PINDER would continue to raise this financial dispute in many of his conversations with C.I. over the course of this investigation.

² SUBJECT PINDER recused himself from the vote.

³ Ecological received four code enforcement citations with the respective violation descriptions of "building needs to be painted," "scattered trash and debris," "public nuisance on private property/ containers," and "working without a permit (cutting doors in building)."

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within Opa-locka that Ecological operates is an industrial area full of buildings in various stages of disrepair.

C.I. explained that by January 2015, as owner of Ecological, he was preparing to file for Chapter 11 bankruptcy. C.I. claimed that his intent to file for bankruptcy was a loosely guarded secret in Opa-locka. On January 23, 2015, just before C.I. filed for bankruptcy, SUBJECT COMMISSIONER PINDER, by and through counsel, sent a letter to C.I. demanding that Ecological pay SUBJECT COMMISSIONER PINDER \$25,000 for unpaid "consulting services." Although SUBJECT COMMISSIONER PINDER would later formally file a creditor's claim for the \$25,000 in C.I.'s bankruptcy proceedings, C.I. maintains that SUBJECT COMMISSIONER PINDER's demand was illegitimate. After C.I. received SUBJECT COMMISSIONER PINDER's demand letter the two ceased to communicate. Thus, when an Opa-locka Code Enforcement officer gave Ecological four citations when they never before had received one, C.I. reasoned that it was SUBJECT COMMISSIONER PINDER's way of sending him a message to make payment or face further retaliation.⁴

After meeting with Your Affiants, C.I. agreed to work in a proactive confidential capacity with the PCU Task Force. The next time C.I. contacted SUBJECT COMMISSIONER PINDER, on June 9, 2015, was at the direction of, and in cooperation with, Your Affiants. During the course of the investigation, Your Affiants carried out nearly two dozen operations wherein SUBJECT COMMISSIONER PINDER was recorded communicating with C.I., including fourteen (14) in-person meets. All of the in-person meets happened in SUBJECT COMMISSIONER PINDER's residence.

During their meets C.I. and SUBJECT COMMISSIONER PINDER discussed a number public corruption related criminal schemes. Some of the criminal schemes SUBJECT COMMISSIONER PINDER discussed with C.I. had already been completed. At other times SUBJECT COMMISSIONER PINDER, believing C.I. to be a willing co-conspirator, talked about criminal schemes that the two could carry out in the future. One of the criminal schemes that came up in their discussions would have Opa-locka close a city owned solid waste collection transfer station and then enter into a contract with Ecological to provide Opa-locka with its

⁴ Further investigation did not uncover any additional evidence that SUBJECT PINDER actually ordered Opa-locka code enforcement officers to issue Ecological citations.

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transfer station services. Operating a transfer station requires approval from Miami-Dade County. According to county officials, all applicants seeking to operate a transfer station must first obtain the appropriate approval from the municipality wherein the transfer station will be located.

VI. PROBABLE CAUSE AND THE SPECIFIC FACTS OF THIS INVESTIGATION

Counts 1-3: Bribery (1 count) & Unlawful Compensation (2 counts)

On June 10, 2015, C.I. made a controlled phone call to SUBJECT COMMISSIONER PINDER on his cellular telephone (305) 766-0419. SUBJECT COMMISSIONER PINDER and C.I. agreed to meet at SUBJECT COMMISSIONER PINDER's residence, an apartment located at 250 Sabur Lane, Apt. #130, Opa-locka, Miami-Dade County, FL. On June 16, 2015, C.I. and SUBJECT COMMISSIONER PINDER met in person at SUBJECT COMMISSIONER PINDER's residence. C.I. told SUBJECT COMMISSIONER PINDER that the purpose of their meeting was to discuss what he believed to be punitive actions being carried out by SUBJECT COMMISSIONER PINDER over the \$25,000 creditor's claim. SUBJECT COMMISSIONER PINDER denied being responsible for code enforcement citations issued to Ecological on March 23, 2015.

The two then began to debate the legitimacy of SUBJECT COMMISSIONER PINDER's creditor's claim. SUBJECT COMMISSIONER PINDER and C.I. agreed that SUBJECT COMMISSIONER PINDER was to be paid \$500 per month for working as a consultant/lobbyist for Ecological. SUBJECT COMMISSIONER PINDER also admitted that he had received a \$500 payment from C.I. for these services in January 2015, just two months after SUBJECT COMMISSIONER PINDER had been elected to the Opa-locka commission. However, the two disagreed about the amount C.I. owed SUBJECT COMMISSIONER PINDER and the timing of the creditor's claim. When confronted about why he filed a claim just a few weeks after receiving a payment from C.I., SUBJECT COMMISSIONER PINDER suggested that he was advised to file the claim by his attorney before C.I. filed for bankruptcy. SUBJECT COMMISSIONER PINDER agreed to waive the creditor's claim if C.I. paid him \$12,500.

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During that same meeting SUBJECT COMMISSIONER PINDER also suggested to C.I. that the two could enter a possible kick-back scheme. SUBJECT COMMISSIONER PINDER advised C.I. that Universal Waste, the company to which Ecological assigned its rights to the Opa-locka commercial and residential solid waste collection contract, would be seeking to get an extension of the contract in the next several months. SUBJECT COMMISSIONER PINDER suggested that if C.I. wanted to make some easy money SUBJECT COMMISSIONER PINDER could require Universal Waste to hire C.I. as a consultant at a rate of \$25,000 per month. With regard to how he could influence the impending contract extension negotiations, SUBJECT COMMISSIONER PINDER told C.I., "[Universal Waste] gotta get an extension or...they gotta hire you as a consultant at \$25,000 a month for you to get in and work this extension out. It might be going out for bid...And we get [C.I.] back at the table..."

Later during that same meeting C.I. asked SUBJECT COMMISSIONER PINDER about a different corrupt scheme the two had discussed previously while on better terms. C.I. asked SUBJECT COMMISSIONER PINDER about the possibility of obtaining approval from Opa-locka to open a solid waste transfer station. After some discussion regarding the transfer station SUBJECT COMMISSIONER PINDER responded, "Let me think about it." The two wrapped up their meeting with SUBJECT COMMISSIONER PINDER reassuring C.I. that he would only use his position to help C.I.'s business ventures. SUBJECT COMMISSIONER PINDER, in indicating that it was to his own financial benefit to make sure C.I. was profitable, said "If you can't eat then how am I gonna get paid?"

On June 26, 2015, C.I. met at SUBJECT COMMISSIONER PINDER's residence. C.I. and SUBJECT COMMISSIONER PINDER almost immediately reignited their dispute about SUBJECT COMMISSIONER PINDER's \$25,000 creditor's claim. C.I. called the creditor's claim "bogus." SUBJECT COMMISSIONER PINDER admitted that he couldn't file a legitimate creditor's claim because then it would expose the illicit nature of the off the books activity he was doing to both help Ecological win the commercial and residential solid waste collection contract with Opa-locka and to help Ecological make a profit by assigning the rights to the contract to Universal Waste. SUBJECT COMMISSIONER PINDER, while stating that he could not acknowledge in the official filing what he was actually hired to do, said

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What am I supposed to say? 'I worked it to lobby for [C.I.], to get the contract and go and lobby [City Commissioner Joseph] Kelley and get the votes' and put all that on fucking paper?' I'm supposed to say that? Am I supposed to say that? Or am I supposed to put in an invoice up to the same amount that it is, but keep our business our business. 'Oh, consulting fee for getting contract for three years, \$500 a month, times three years. Plus the difference from...whatever is \$25,000. Am I'm supposed to say that? Or am I going to put a bogus invoice with the same number of the whole thing? Which one should I do? You're looking at an invoice of \$200 bucks an hour. **Of course that's bogus.'**

When C.I. asked if they could come to a more reasonable settlement agreement as opposed to their previous agreement of \$12,500, SUBJECT COMMISSIONER PINDER stated, "This is how I feel... Whatever you work out with [Universal Waste]... Should have my...my figure in it because you had to pay me off because you were able to work out something with them..." After some back and forth SUBJECT COMMISSIONER PINDER eventually agreed to settle the creditor's claim for \$8,000. When C.I. asked if he could pay SUBJECT COMMISSIONER PINDER in their usual payment denominations of \$500 SUBJECT COMMISSIONER PINDER replied that he couldn't accept \$500 payments anymore. SUBJECT COMMISSIONER PINDER said that he would not accept any payment of less than \$1,000 because, "I'm a fucking commissioner anyway." SUBJECT COMMISSIONER PINDER continued to explain that because he is now an elected official his rates to influence Opa-locka decisions have increased. Regarding this SUBJECT COMMISSIONER PINDER and C.I. had the following discussion:

SUBJECT COMMISSIONER PINDER: **...If a vendor or something wanna talk now, and, it's some good shit...it's \$5,000...**

C.I.: \$5,000? You don't go less than \$5,000...?

SUBJECT COMMISSIONER PINDER: I can't...

C.I.: It's not worth it...

SUBJECT COMMISSIONER PINDER: I'm the man...

C.I.: You're the man.

When C.I. asked SUBJECT COMMISSIONER PINDER if he could pay him using a check so that he could keep track of payments for the bankruptcy proceeding, SUBJECT COMMISSIONER PINDER replied, "No! Of course not! Hell no!"

C.I. eventually asked SUBJECT COMMISSIONER PINDER about the transfer station scheme that the two previously discussed on June 16, 2015. SUBJECT COMMISSIONER

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PINDER indicated that he had already begun to do some research on the viability of getting the transfer station passed by the Opa-locka commission and said that he "took some information down..." SUBJECT COMMISSIONER PINDER told C.I. that if they were going to carry out this transfer station scheme then they needed to do it while SUBJECT COMMISSIONER PINDER could guarantee C.I. that a resolution would receive a majority of the votes from the five member Opa-locka commission. SUBJECT COMMISSIONER PINDER said they needed to finish the transfer station scheme before the November 2015 elections because "[y]ou gotta make sure you got your three." SUBJECT COMMISSIONER PINDER then explained that Opa-locka Commissioner Luis Santiago was up for re-election and no one could be certain that he would remain on the commission. Therefore, SUBJECT COMMISSIONER PINDER directed C.I. that the transfer station scheme needed to be carried out "...while me, Santiago and the Mayor's there."

Before C.I. departed the two agreed that the next time he met with SUBJECT COMMISSIONER PINDER C.I. would make a \$1000 payment to SUBJECT COMMISSIONER PINDER. As was the case in their first two meetings, SUBJECT COMMISSIONER PINDER would continue to intertwine discussion about settling the creditor's claim with discussion about the transfer station scheme in subsequent meetings. SUBJECT COMMISSIONER PINDER would later indicate to Your Affiants that he did so intentionally, thereby using the transfer station scheme as a means to extract from C.I. the money he believed C.I. owed him. Contrary to SUBJECT COMMISSIONER PINDER's claims, as Your Affiants detail below, his involvement in the transfer station scheme expanded well beyond mere promises to include acts wherein he used his official position as an Opa-locka commissioner to the benefit of C.I.'s stated goal of obtaining approval to operate a transfer station.

On July 7, 2015, C.I. met with SUBJECT COMMISSIONER PINDER at SUBJECT COMMISSIONER PINDER's residence. During their meeting C.I. gave SUBJECT COMMISSIONER PINDER **\$1,000** in US currency obtained from PCU Task Force funds. Immediately after C.I. gave SUBJECT COMMISSIONER PINDER the cash the two discussed the feasibility of SUBJECT COMMISSIONER PINDER helping C.I. obtain approval from Opa-locka to operate a transfer station. C.I. asked SUBJECT COMMISSIONER PINDER if the transfer station scheme would "fly," to which SUBJECT COMMISSIONER PINDER replied,

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"If you work it the right way." C.I. told SUBJECT COMMISSIONER PINDER that he needed SUBJECT COMMISSIONER PINDER's assistance and would not waste his time applying for the transfer station without it. SUBJECT COMMISSIONER PINDER then advised C.I. that he would speak with then-City Manager Kelvin Baker on C.I.'s behalf regarding the transfer station. SUBJECT COMMISSIONER PINDER said that after he spoke with Baker, he would send C.I. a text with the words "OK" indicating that the time was right to go see the city manager.

C.I. and SUBJECT COMMISSIONER PINDER also discussed how and when SUBJECT COMMISSIONER PINDER would be paid for speaking to Baker. SUBJECT COMMISSIONER PINDER stated that they would discuss the terms of payment once he confirmed with Baker that the transfer station was a viable business plan:

C.I.: And then as soon as you confirm that anything's going down, you let me know?

SUBJECT COMMISSIONER PINDER: Yeah!

C.I.: And we'll start.

SUBJECT COMMISSIONER PINDER: We'll start feeding the machine...

C.I.: We start financing, okay? That's not a problem. As soon as you give me the green light, 'Okay it can be done like this' you just...you gotta say the cost, that's it...And then...

SUBJECT COMMISSIONER PINDER: Bring it in...

C.I.: Bring in the cash!

On July 23, 2015, C.I. met with SUBJECT COMMISSIONER PINDER at his residence to discuss how SUBJECT COMMISSIONER PINDER could help Ecological obtain permission from Opa-locka to operate a transfer station. C.I. advised SUBJECT COMMISSIONER PINDER that he had secured funds from business partners to pay SUBJECT COMMISSIONER PINDER for his assistance on the transfer station business deal, but that he could no longer obtain any money to pay off the disputed creditor's claim. C.I. also told SUBJECT COMMISSIONER PINDER that in order to obtain money from his business partners he would need to show them that he had been making progress in getting the transfer station approved. With regard to the money he would be obtaining from his business partners, C.I. said, "...I can fund with that... but I can't go up to them and say 'Gimme' unless I know what's going to happen 'cuz' you know... I can't lie to 'em'. Because if I lie to them..." SUBJECT COMMISSIONER PINDER indicated that he understood by saying that they could go forward

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with the transfer station deal but not until a new city manager that would be more receptive to this type of business deal was appointed. SUBJECT COMMISSIONER PINDER, in explaining why the appointment of a new city manager⁵ was critical to the success of their scheme, stated,

It does matter... Because whoever the manager is, if it's our guy...Because remember the politicians are going to vote by the commendations [sic] of staff...to protect the politicians. So if you got somebody as the manager who understands... what the right recommendation should be...

After hearing SUBJECT COMMISSIONER PINDER's mollifications, C.I. told SUBJECT COMMISSIONER PINDER that although he could no longer pay for the creditor's claim, he would be sure to pay him for the transfer station because there was going to be "fresh money" coming from his transfer station business partners. C.I. told SUBJECT COMMISSIONER PINDER all he needed SUBJECT COMMISSIONER PINDER to do is direct him through the steps necessary to guarantee approval for the transfer station with Opa-locka and in exchange he would be paid whatever he thought to be fair for helping him obtain the approval for the transfer station. C.I. said to SUBJECT COMMISSIONER PINDER:

And when you say, 'This is what we need to do, this is what it's going to cost you monthly,' I'll sit down and say this is what's going to cost us monthly on the side with my people...and we'll get it done. And they ain't gonna have a problem with it. They really want it... Transfer station is big money. You know that...

SUBJECT COMMISSIONER PINDER, replying with assent, suggested that he even had a person to run the transfer station business once it was approved.

On August 6, 2015, C.I. met with SUBJECT COMMISSIONER PINDER at his residence. C.I. and SUBJECT COMMISSIONER PINDER again discussed the viability of getting approval from Opa-locka to operate a transfer station. SUBJECT COMMISSIONER PINDER reiterated that they needed to wait until after a new city manager was appointed. SUBJECT COMMISSIONER PINDER indicated to C.I. that he had tapped former Miami-Dade County Manager Roy Stephen Shiver to be the new Opa-locka City Manager although the city was still formally going through the applicant review process.⁶ Opa-locka needed a "white boy"⁷

⁵ Kelvin Baker resigned as Opa-locka City Manager on July 22, 2015.

⁶ It should be noted that SUBJECT PINDER promised Shiver would be selected to replace Baker as Opa-locka City Manager nearly a month before Opa-locka conducted any interviews. On September 2, 2015, approximately ten

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that he could control to be the next city manager, SUBJECT COMMISSIONER PINDER reasoned. SUBJECT COMMISSIONER PINDER went on to state that they only needed to wait three weeks until Shiver was in place and then they could do "whatever" and go "[w]herever the fuck we wanna go" when it came to carrying out criminal schemes. SUBJECT COMMISSIONER PINDER told C.I., "You put a white boy there, we run this bitch." While talking about the transfer station scheme SUBJECT COMMISSIONER PINDER told C.I. that he was organizing a book bag give-away and directed C.I. to have C.I.'s sister purchase a \$1,000 gift certificate from Wal-Mart to donate to the give-away.

SUBJECT COMMISSIONER PINDER also reinitiated the discussion about his creditor's claim. SUBJECT COMMISSIONER PINDER stated that C.I., in fact, only owed him \$18,000 as opposed to the \$25,000 creditor's claim that he filed in the bankruptcy proceeding. When asked why he fraudulently requested \$25,000, SUBJECT COMMISSIONER PINDER stated, "How the lawyer gonna get paid... What the lawyer supposed to get? He's supposed to get out of my \$18,000? Or he gets out of... you pay the lawyer because I got to fucking go to court for you?"

On August 12, 2015, C.I. made a controlled call to SUBJECT COMMISSIONER PINDER on his cellular phone. SUBJECT COMMISSIONER PINDER immediately reminded C.I. that he was doing a book bag give-away and asked C.I. once again for a \$1000 Wal-Mart gift certificate.

On August 18, 2015, C.I. made a controlled call to SUBJECT COMMISSIONER PINDER on his cellular phone. C.I. and SUBJECT COMMISSIONER PINDER agreed to meet the following day at SUBJECT COMMISSIONER PINDER's residence. During the telephone conversation, C.I. told SUBJECT COMMISSIONER PINDER that he would bring him \$1,000 for the book bag give-away but stated the money would be coming from his business partners on the transfer station, not C.I. personally. C.I. also reminded SUBJECT COMMISSIONER PINDER that he had been pushing his partners on the transfer station project.

applicants appeared before the Opa-locka commission to be interviewed. On September 4, 2015 the Opa-locka commission passed a resolution appointing Shiver as City Manager.

⁷ Shiver is a Caucasian male whereas Baker and his successor Ed Brown were both African Americans. Additionally, four of the five Opa-locka Commission members, including SUBJECT PINDER, are African American.

Co-Affiant _____

Co-Affiant _____

Judge _____

On August 20, 2015, C.I. met with SUBJECT COMMISSIONER PINDER at his residence. During the meeting SUBJECT COMMISSIONER PINDER stated that he was going to put a resolution on the Opa-locka Commission meeting agenda directing the city to conduct a study for the transfer station. SUBJECT COMMISSIONER PINDER said to C.I., "I'm gonna put it on the agenda, to go out for a study about that...your address on the first meeting of September...about transfer stations...To see about locating a transfer station at your address." Later C.I. handed SUBJECT COMMISSIONER PINDER \$1,000 in US currency obtained from PCU Task Force funds. Before handing him the money, C.I. said to SUBJECT COMMISSIONER PINDER, "Okay. I got \$1,000 from my partners for the transfer." SUBJECT COMMISSIONER PINDER acknowledged that he understood where the money was coming and replied, "Right." C.I. continued to explain that he could pay SUBJECT COMMISSIONER PINDER more money assist him in obtaining approval to operate the transfer station as long as C.I. could show his partners that SUBJECT COMMISSIONER PINDER was doing something for them, such as putting a resolution on the agenda. C.I. and SUBJECT COMMISSIONER PINDER then had the following exchange:

C.I.: See, I can keep the flowing the money as long as, you know, I could come back and say "Look he's gonna put it in the agenda..."

SUBJECT COMMISSIONER PINDER: To go out first of...

C.I.: "Give me another..." whatever...you see?

SUBJECT COMMISSIONER PINDER: Yea.

C.I.: Say we're gonna buy some toys for the kids and they said "Go, give them \$1,000, no problem."

SUBJECT COMMISSIONER PINDER: Okay.

C.I.: I just...you know, we just give them a couple of days so they can get it together.

SUBJECT COMMISSIONER PINDER: No problem.

SUBJECT COMMISSIONER PINDER commented that the resolution was to direct Opa-locka to conduct a study regarding the feasibility of a transfer station. Before they parted, SUBJECT COMMISSIONER PINDER reminded C.I. to let his partners know that the resolution regarding the viability of operating the transfer station would be on the first agenda in September 2015. SUBJECT COMMISSIONER PINDER said to C.I., "And let them know that it'll be on this agenda...So to do this study, for your address, for a transfer station." C.I. responded, "OK. That's a good start." To which SUBJECT COMMISSIONER PINDER replied, "Of course!"

Co-Affiant _____

Co-Affiant _____

Judge _____

On September 9, 2015 the Opa-locka Commission conducted its scheduled commission meeting. SUBJECT COMMISSIONER PINDER sponsored a resolution “directing the staff to study the placement of a transfer center” to be located at the Ecological facility. See Exhibit 1. Before the resolution could be voted on, however, SUBJECT COMMISSIONER PINDER had the resolution withdrawn. SUBJECT COMMISSIONER PINDER would later explain that he had the resolution withdrawn because the resolution improperly included Ecological’s address.⁸

Exhibit 1⁹

12. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING STAFF TO STUDY THE PLACEMENT OF A TRANSFER CENTER TO BE LOCATED AT 2350 NW 149TH STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by T.P.

On October 1st, 2015, C.I. met with SUBJECT COMMISSIONER PINDER at his residence. C.I. met to check in with SUBJECT COMMISSIONER PINDER about whether the resolution SUBJECT COMMISSIONER PINDER promised to place on the Opa-locka commission meeting agenda to study the feasibility of operating a transfer station at the Ecological facility had already passed. SUBJECT COMMISSIONER PINDER stated he prepared a resolution for the agenda but when he realized that he didn’t have enough votes, due to another Opa-locka commissioner’s absence, SUBJECT COMMISSIONER PINDER pulled the resolution before voting commenced to prevent it from failing. SUBJECT COMMISSIONER PINDER stated that the resolution was printed and it was ready to go and that he would re-submit it at the next Opa-locka commission meeting.

C.I. advised SUBJECT COMMISSIONER PINDER that he needed to give his partners a progress report on whether or not the study had passed and how much it would cost them. SUBJECT COMMISSIONER PINDER re-emphasized that he would bring up the vote for the study during the second Opa-locka city commission meeting in October 2015. SUBJECT COMMISSIONER PINDER also indicated that he would need another payment from C.I. for his work saying, “We need a little something for the fire.”

⁸ Section 2-320 of the Opa-locka Municipal Code requires that “all contracts for contractual services shall be awarded by competitive sealed bidding.” City of Opa-locka Code of Ordinances Sec. 2-320(b).

⁹ SUBJECT PINDER is the only Opa-locka commissioner with the initials “T.P.”

Co-Affiant _____

Co-Affiant _____

Judge _____

On October 14, 2015, SUBJECT COMMISSIONER PINDER sponsored a resolution to conduct a study of the feasibility of operating a recycling program in buildings located in areas within Opa-locka that had been zoned I-2 or I-3. SUBJECT COMMISSIONER PINDER would later explain that although this resolution did not specifically reference Ecological, the Ecological facility was the only property that would meet the standards set out in the resolution. See Exhibit 2.

Exhibit 2

22. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO STUDY THE FEASIBILITY OF USING BUILDINGS OR VACANT LAND IN A I-2 OR I-3 ZONE FOR A WASTE RECYCLING PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by T.P.*

On October 29, 2015, C.I. made a controlled call to SUBJECT COMMISSIONER PINDER's cellular phone. The two agreed to meet shortly thereafter at SUBJECT COMMISSIONER PINDER's residence. During their meeting C.I. asked SUBJECT COMMISSIONER PINDER about the resolution regarding the study for the transfer station. When C.I. asked SUBJECT COMMISSIONER PINDER exactly what the study entailed, SUBJECT COMMISSIONER PINDER indicated that the resolution directing the Opa-locka to conduct a study was in fact a sham resolution because no study would actually be carried out. SUBJECT COMMISSIONER PINDER stated, **"There is no study. The study is me, who you are talking to. That's the study."** SUBJECT COMMISSIONER PINDER's claim that he, in fact, was "the study" was a declaration that he possessed the power to guarantee that Opa-locka would approve C.I.'s application to operate a transfer station. Such a declaration was not only meant to have the effect of reassuring C.I. in SUBJECT COMMISSIONER PINDER's influence, but to also convince C.I. to pay SUBJECT COMMISSIONER PINDER more money.

SUBJECT COMMISSIONER PINDER continued to display the value of power and influence that he, as an Opa-locka commissioner, brought to the transfer station scheme by laying out the specific steps that he and C.I. would take to guarantee the transfer station would be approved. Specifically, SUBJECT COMMISSIONER PINDER told C.I. to contact Opa-locka City Clerk Joanna Flores to obtain a copy of the passed resolution regarding a study of an "I-2"

Co-Affiant _____

Co-Affiant _____

Judge _____

enclosed transfer station. SUBJECT COMMISSIONER PINDER then directed C.I. to see then Opa-locka City Manager Shiver. SUBJECT COMMISSIONER PINDER indicated that once C.I. had the resolution in hand and with SUBJECT COMMISSIONER PINDER's influence, Shiver would have to make a recommendation on behalf of the city that the Opa-locka commissioners vote to allow C.I. to operate the transfer station. When SUBJECT COMMISSIONER PINDER finished detailing the steps C.I. needed to take to guarantee he would receive approval to operate the transfer station, thereby showing the value of his influence, SUBJECT COMMISSIONER PINDER told C.I. that he would need another payment to continue on with the scheme. The two had the following exchange:

SUBJECT COMMISSIONER PINDER: Tell the owners to send me some more Christmas presents. The owners...of the building...we're a little low.

C.I.: Let me get all the paper work and let me see if we can give you some love

SUBJECT COMMISSIONER PINDER: I need some love baby

C.I.: No love...no deal...

Although SUBJECT COMMISSIONER PINDER did not immediately state a figure for payment while discussing the transfer station scheme, he would later tell C.I. to give him \$3,000 to settle the creditor's claim outright. Before C.I. left SUBJECT COMMISSIONER PINDER asked for some money saying, "How much you got on you?" When SUBJECT COMMISSIONER PINDER realized C.I. did not have a large sum of cash in his possession he took \$20 in cash from C.I. so that he could entertain a woman that was coming to visit him.

On November 16, 2015, C.I. contacted City Clerk Flores and received a copy of a passed resolution regarding a transfer station. The resolution stated that a transfer station operating in Opa-locka must be closed for violating zoning restrictions.

On November 23, 2015, C.I. contacted SUBJECT COMMISSIONER PINDER via text message. Shortly thereafter, Your Affiants observed SUBJECT COMMISSIONER PINDER arrive at his residence driving an Opa-locka owned black 2015 Chevrolet Tahoe. SUBJECT COMMISSIONER PINDER and C.I. proceeded to meet at the residence. During this meeting C.I. gave SUBJECT COMMISSIONER PINDER \$3,000 in US currency obtained from PCU Task Force funds. SUBJECT COMMISSIONER PINDER thereafter signed the withdrawal letter agreeing to waive his creditor's claim.

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SUBJECT COMMISSIONER PINDER and C.I. also discussed the transfer station. SUBJECT COMMISSIONER PINDER told C.I. that Shiver was going to be fired from his position as city manager during the next the Opa-locka commission meeting. SUBJECT COMMISSIONER PINDER told C.I. that once David Chiverton was selected to replace Shiver he would direct him to place the transfer station at the Ecological facility.¹⁰ SUBJECT COMMISSIONER PINDER explained that the Ecological facility was the only property in the city that could house an indoor transfer station. C.I. then showed SUBJECT COMMISSIONER PINDER the resolution he obtained from City Clerk Flores on November 16, 2015. SUBJECT COMMISSIONER PINDER stated that C.I. was supposed to be given a different resolution. SUBJECT COMMISSIONER PINDER explained that the resolution C.I. currently had was a resolution that Opa-locka City Commissioner Luis Santiago sponsored in March 2015 to close the existing station located on Burlington Street in Opa-locka. SUBJECT COMMISSIONER PINDER advised that the resolution he created for C.I. would direct the City of Opa-locka to conduct a study to find a location for an indoor transfer station within a commercial zoning district to replace the Burlington Street Station.

Perhaps believing C.I. and his partners might take issue with the vague nature of such a resolution, SUBJECT COMMISSIONER PINDER explained that he initially directed then-assistant city attorney Michael Pizzi to create a resolution that directed Opa-locka to determine whether the Ecological facility was appropriate for a transfer station. Pizzi, however, explained to SUBJECT COMMISSIONER PINDER that listing the Ecological facility by name or address in the resolution would violate the Opa-locka Code of Ordinances' competitive bid requirement. Therefore, SUBJECT COMMISSIONER PINDER stated that he had the resolution drafted in a manner so as to include a description that was tailored solely fit to Ecological's property without actually naming it. SUBJECT COMMISSIONER PINDER said to C.I.,

You're the only place that has this shit, they can't get it...So what I did was...Mike [Pizzi] put it in, when Mike did it for me he put your address, he said 'you can't do that, you have to make it fair'...Because it's public. So, I took it out...I rescinded it that day in the meeting. We said 'no I want to take out number two. I don't want to put on that. Came back the next meeting and described your place without an address.

¹⁰ The Opa-locka Commission voted to terminate Shiver's employment as city manager on November 24, 2015.

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Judge _____

Therefore, the Ecological facility would be the only location in Opa-locka wherein a transfer could now legally be placed. SUBJECT COMMISSIONER PINDER further stated that once Chiverton was appointed as City Manager he would advise Chiverton that the transfer station on Burlington Street had to be shuttered and its operations be moved to the Ecological facility to comply with Opa-locka Commission approve resolution. At the end of their meeting SUBJECT COMMISSIONER PINDER directed C.I. to meet with Chiverton.

At the direction of SUBJECT COMMISSIONER PINDER, on November 30, 2015 C.I. contacted and obtained from City Clerk Flores a copy of the resolution directing the Opa-locka to conduct a study for an indoor transfer station facility. See Exhibit 2.

Counts 4-5: Bribery (1 count) & Unlawful Compensation (1 count)

On December 2, 2015, C.I. made a controlled call to SUBJECT COMMISSIONER PINDER to discuss the transfer station. SUBJECT COMMISSIONER PINDER again told C.I. to arrange a meeting with Chiverton. SUBJECT COMMISSIONER PINDER stated that he had requested that Chiverton provide a report on Opa-locka's study on an indoor transfer station. C.I. then tried to determine whether he needed to make a payment to SUBJECT COMMISSIONER PINDER before meeting with Chiverton by asking, "You want me to pass by your house tomorrow morning? SUBJECT COMMISSIONER PINDER first indicated that he did not need to be paid again for the work he had already done to assist C.I. and his business partners. Before they ended the short phone call, however, SUBJECT COMMISSIONER PINDER seemed to change his mind and suggested that he would accept payment. SUBJECT COMMISSIONER PINDER told C.I., **"If you want to come see me that's fine. It's almost Christmas...Where the hell's Santa?...So let your guys know that you are on it."**

On December 11, 2015, C.I. met with Chiverton at the Opa-locka Municipal Complex located at 780 Fisherman Street, Opa-locka, FL 33054. The two discussed C.I.'s desire to open a transfer station at the Ecological facility. Chiverton also confirmed that Opa-locka needed to close the Burlington Street transfer station and that he would be interested replacing it with one at the Ecological facility.

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Judge _____

On December 22, 2015, C.I. met with Chiverton again at the Opa-locka Municipal Complex to discuss obtaining approval to open a transfer station at the Ecological facility. Chiverton and C.I. agreed to set up a meeting for Chiverton to conduct an on-site tour of the Ecological facility.

On January 6, 2016, C.I. sent a text message to SUBJECT COMMISSIONER PINDER on his cellular phone. The two agreed to meet at SUBJECT COMMISSIONER PINDER's residence the following day. On January 7, 2016, C.I. met with SUBJECT COMMISSIONER PINDER at his residence. During that meeting C.I. told SUBJECT COMMISSIONER PINDER that he had recently met with Chiverton. C.I. explained that his partners were happy with how things were proceeding with the transfer station. SUBJECT COMMISSIONER PINDER responded that he was able to get approval for the resolution. SUBJECT COMMISSIONER PINDER told C.I. to meet with Chiverton again to determine the timeline for getting the transfer station at the Ecological facility operable. SUBJECT COMMISSIONER PINDER told C.I. he would be making a statement from the dais during an Opa-locka commission meeting set for the following Wednesday. By speaking from the dais during a commission meeting SUBJECT COMMISSIONER PINDER would be acting in his official capacity as an Opa-locka commissioner.

SUBJECT COMMISSIONER PINDER told C.I., "You can get with Chiverton or I can bring it up at the meeting...with a little influence, I can bring it up on Thursday..." SUBJECT COMMISSIONER PINDER continued by offering an example of what he would say to influence the transfer station process from the dais during a City of Opa-locka commission meeting: " 'Right now Mr. Manager, you're illegally operating. Your residents are upset. They passed this law [to close the Burlington Street transfer station]. I've asked you for 6 months, you've come back with the study. I expect you to move... Whatever you come up with, bring it back to the Commission.' " Such directives coming from a commissioner during a commission meeting would have the effect of expediting the process to approve C.I.'s transfer station. Therefore, SUBJECT COMMISSIONER PINDER's promise to speak from the dais is significant because it is meant to give the impression that C.I. would receive approval to operate the transfer station from Opa-locka imminently.

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After hearing SUBJECT COMMISSIONER PINDER give a sample of a speech that he would make from the dais to expedite the transfer station approval process, C.I. asked how much money he would need to get from his transfer station business partners to pay SUBJECT COMMISSIONER PINDER. As detailed in the following exchange SUBJECT COMMISSIONER PINDER indicated to C.I. that he would need to be paid \$2,000 in order for him to deliver such a speech from the dais at the next Opa-locka commission meeting:

C.I.: Okay, what do I ask my partners for?

SUBJECT COMMISSIONER PINDER: **At least two...**

C.I.: Two?

SUBJECT COMMISSIONER PINDER: [nonverbal response]

C.I.: Okay. And just once two or...?

SUBJECT COMMISSIONER PINDER: Two and then once you guys restructure the deal...

C.I.: Okay...

SUBJECT COMMISSIONER PINDER: You know, make sure you straight...

C.I.: Okay...

SUBJECT COMMISSIONER PINDER: You know, look out for me, I don't need much...

C.I.: Okay. So with **2,000** you're good?

SUBJECT COMMISSIONER PINDER: Right now, yeah. I can do what I need to do on my side...

C.I.: When do you need it by?

SUBJECT COMMISSIONER PINDER: Before Wednesday.

C.I.: Before this Wednesday?

SUBJECT COMMISSIONER PINDER: Before Wednesday...

C.I.: Okay.

SUBJECT COMMISSIONER PINDER: To make it happen.

Later during that same meeting SUBJECT COMMISSIONER PINDER reiterated to C.I. that he would direct Chiverton to expedite the closure of the Burlington Street transfer station so that the Ecological facility could become operational on the following Wednesday at an Opa-locka commission meeting if C.I. paid him \$2,000 before that date:

C.I.: Okay. So I'll bring you the two...

SUBJECT COMMISSIONER PINDER: Alright

C.I.: By Wednesday...

SUBJECT COMMISSIONER PINDER: By Wednesday? And I'll do what I have to do on the dais to...

C.I.: And we're good...

SUBJECT COMMISSIONER PINDER: And make sure Chiverton...

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C.I.: And I'll tell them...say that you want two and you're gonna guarantee it's gonna happen
SUBJECT COMMISSIONER PINDER: Correct.
C.I.: Correct.
SUBJECT COMMISSIONER PINDER: You mentioned my name?
C.I.: No.
SUBJECT COMMISSIONER PINDER: Okay.
C.I.: No. I mention your name; I'm getting myself in trouble.
SUBJECT COMMISSIONER PINDER: Good...

On January 11, 2016, C.I. met with SUBJECT COMMISSIONER PINDER at his residence. C.I. advised SUBJECT COMMISSIONER PINDER that Chiverton wanted to do an on-site tour of the Ecological facility. C.I. then gave SUBJECT COMMISSIONER PINDER \$2,000 in US currency obtained from PCU Task Force funds. When C.I. suggested that SUBJECT COMMISSIONER PINDER count the cash, SUBJECT COMMISSIONER PINDER stated that he trusted C.I. and that he knew C.I. had already taken his cut out of the deal. SUBJECT COMMISSIONER PINDER said to C.I., "You counted, trust me. They gave you three, you gave me two."

On January 21, 2016, C.I. met Chiverton at the Ecological facility to conduct an on-site tour. Chiverton expressed satisfaction with facility and the operation. That same day after Chiverton and C.I. completed the tour, C.I. conducted a controlled call to SUBJECT COMMISSIONER PINDER on his cellular phone. When C.I. apprised SUBJECT COMMISSIONER PINDER that the tour had occurred, SUBJECT COMMISSIONER PINDER promised again to speak from the dais at the next Opa-locka city commission meeting on C.I.'s behalf. SUBJECT COMMISSIONER PINDER told C.I., "Okay. I'll do my thing Wednesday again...To give me some report on the dais..."

On March 11, 2016, Your Affiants executed a search warrant at SUBJECT COMMISSIONER PINDER's residence. Pursuant to the search, Co-Affiant Estopinan seized \$2,000 in U.S. currency from SUBJECT COMMISSIONER PINDER's residence. The cash was hidden inside the inner jacket pocket of one of SUBJECT COMMISSIONER PINDER's suits that was hanging in his closet. That same day SUBJECT COMMISSIONER PINDER, who was not being detained and was not under arrest, voluntarily agreed to speak with Your Affiants. During this statement SUBJECT COMMISSIONER PINDER admitted to accepting

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approximately \$7,000 to \$8,000 in U.S. currency from C.I. SUBJECT COMMISSIONER PINDER also acknowledged that he accepted the money in exchange for promises he made to C.I. to assist C.I. in obtaining approval from Opa-locka to operate a transfer station at the Ecological facility.

SUBJECT COMMISSIONER PINDER, in making such an admission, would claim that he never actually intended to help C.I. obtain approval for the transfer station. Rather, SUBJECT COMMISSIONER PINDER claimed he was merely making promises to C.I. in order to get C.I. to repay him.

On March 13, 2016, Co-Affiant Estopinan contacted SUBJECT COMMISSIONER PINDER on his cellular phone and asked SUBJECT COMMISSIONER PINDER if he would be willing to come to the State Attorney's Office for further questioning about his involvement in the transfer station scheme. SUBJECT COMMISSIONER PINDER agreed and drove himself to the State Attorney's Office. Co-Affiant Estopinan advised SUBJECT COMMISSIONER PINDER that he was not under arrest and at all times free to leave. SUBJECT COMMISSIONER PINDER thanked Your Affiants for "giving me the opportunity to be here" and proceeded to give a voluntary statement.

During SUBJECT COMMISSIONER PINDER's statement he again admitted to accepting approximately \$7,000 to \$8,000 in U.S. currency from C.I. SUBJECT COMMISSIONER PINDER also acknowledged his involvement in the transfer station scheme, claiming that it began with C.I. asking him "Well can we do the transfer station?" According to SUBJECT COMMISSIONER PINDER he replied, "Yes. We can do it." When C.I. asked him to lay out the strategy to carry out the transfer station scheme, SUBJECT COMMISSIONER PINDER said he responded, "Well this is what we do; we do a resolution. We do this... We do that... And we do that." SUBJECT COMMISSIONER PINDER also acknowledged that he believed the money he was being paid by C.I. was coming directly C.I.'s partners under the pretense that they were paying SUBJECT COMMISSIONER PINDER to help him and his partners obtain approval from Opa-locka to operate a transfer station. SUBJECT COMMISSIONER PINDER told Your Affiants, "...I would tell [C.I.] on the recordings, 'Go tell your Investors, we're going out for a study. Tell them we did this...we did that...we did that. Just give me my money.'"

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Judge _____

SUBJECT COMMISSIONER PINDER also admitted to doing multiple acts, that he could only have committed in performance of his official duty, to help C.I. obtain approval to operate a transfer station. Specifically, SUBJECT COMMISSIONER PINDER admitted that he directed Pizzi to create a resolution directing the Opa-locka staff to conduct a study regarding the viability of placing a transfer station at Ecological's facility. When asked what steps he had taken in furtherance of helping C.I. obtain approval for the transfer station, SUBJECT COMMISSIONER PINDER replied, "First steps I took was to...I put a resolution on...to go out and do a study on zone B2." SUBJECT COMMISSIONER PINDER went on to explain that he directed Pizzi, the then-assistant city attorney for Opa-locka, to draft the resolution in the following exchange:

Question: Was it something that Mr. Pizzi would just do where he just creates a resolution without being asked to do so by either a commissioner or maybe the city manager, something like that?

SUBJECT COMMISSIONER PINDER: No. No.

Question: So then who would've given Mr. Pizzi the direction to create a resolution for the study in the first place?

SUBJECT COMMISSIONER PINDER: I gave the direction to put the study for the B2 IA areas.

Pizzi, however, included Ecological's address in the original resolution. SUBJECT COMMISSIONER PINDER claimed that once he saw the resolution specifically included Ecological's address, which he believed would be a violation of ethics rules, he had the resolution withdrawn. As indicated by the following exchange, SUBJECT COMMISSIONER PINDER also admitted to having a second resolution created that would on its face appear ethically permissible yet still serve the goals of helping C.I. obtain the transfer station approval:

Question: Okay. So then you asked Mr. Pizzi to do a resolution. Mr. Pizzi gives you a resolution?

SUBJECT COMMISSIONER PINDER: Mr. Pizzi never gave me the resolution; he had it printed without me reviewing it. And when I saw it I was like "Why is this address specific?"

Question: Okay. And then you tell Mr. Pizzi "We can't submit this resolution like this" or you withdraw it from the...

SUBJECT COMMISSIONER PINDER: It's already printed...

Question: Uh-huh.

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SUBJECT COMMISSIONER PINDER: It was already given to the clerk. It was already on the internet. It was already printed for distribution on a Friday. So I had to wait till Wednesday on the dais to withdraw it.

Question: And after you withdrew it, you then went to [City Attorney Vincent Brown] and asked him to redraft the resolution in a way that was not address specific?

SUBJECT COMMISSIONER PINDER: But zone specific.

Question: Okay.

SUBJECT COMMISSIONER PINDER: Absolutely.

QUESTION: But that resolution was one of the steps in...in this process, this ruse or to use my word...

SUBJECT COMMISSIONER PINDER: Yes sir. Yes sir...

SUBJECT COMMISSIONER PINDER explained that it was also important that the resolution be more general in its language because it would allow the City Manager Chiverton to look at other sites to resolve the issue of relocating the Burlington Street transfer station. But the, according to SUBJECT COMMISSIONER PINDER, the only site that he directed Chiverton to visit was the Ecological facility. SUBJECT COMMISSIONER PINDER, in explaining how the change in the resolution language gave the necessary cover to act on C.I.'s behalf without being detected, said,

If you go back to what I said previously and in the resolution that Mike Pizzi formulated, it had C.I.'s address in the resolution itself and I did not want it to be location specific. And I told the [City] Attorney to defer that resolution. I came back with the resolution, with a general resolution that allowed Mr. Chiverton to visit other sites if he would like but I directed him to go specifically to [the Ecological] site, do a walkthrough and to report back was the possibility.

With regard to the study that the resolution he passed called for, SUBJECT COMMISSIONER PINDER unabashedly admitted that there was no study. Instead the resolution only served the purpose of allowing SUBJECT COMMISSIONER PINDER to discreetly control where the Opa-locka located the transfer station. SUBJECT COMMISSIONER PINDER mockingly addressed the fictitious nature of the study that he had the Opa-locka Commission pass in the following exchange:

Question: That study came out when? Did you - that come out while you were in conversation with C.I.?

SUBJECT COMMISSIONER PINDER: Dr. E to be honest with you, a study in Opa-locka... What do you think a study in Opa-locka is?

Co-Affiant _____

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Judge _____

Question: Well you kind of explained it on the tape...

SUBJECT COMMISSIONER PINDER: Yeah. Yea, but the study in Opa-locka is ya'll with binoculars looking at me 'studying' okay. That's the studying.

Question: Okay.

SUBJECT COMMISSIONER PINDER: You know, I don't want you to think it's a forensic...Google...riding down the street...

Question: Right

SUBJECT COMMISSIONER PINDER: X-rays through the building study, it's like...

Question: Nobody was taking soil samples and nothing like that, it was more... You explained it to [C.I.], you said "the study is me."

SUBJECT COMMISSIONER PINDER: Right.

SUBJECT COMMISSIONER PINDER also expressed a clear understanding that he was using his official position to the benefit of C.I. and the transfer station scheme for which he was being paid. SUBJECT COMMISSIONER PINDER, in admitting that his purpose was to help C.I. obtain approval from Opa-locka to operate a transfer station, told Your Affiants,

I was helping Mr. C.I. do whatever due diligence he was supposed to be doing with the investors to get the income from his working for them to...I was giving him an opportunity, he asked me 'what's going on? What am I supposed to tell the guys?' This and that... 'you had a visit by the [city] manager.' Mr. Chiverton didn't know. He's just taking orders from me...' Go look at the facility.' But what was he going to come and tell the commissioner? You're going to come back tell me an answer...

David Chiverton's Statement

On March 25, 2016 Your Affiants met with Opa-locka City Manager Chiverton at the State Attorney's Office. Chiverton provided a recorded statement. Chiverton confirmed that he had been directed by SUBJECT COMMISSIONER PINDER to meet with C.I. regarding the transfer station on two occasions. Chiverton stated he and SUBJECT COMMISSIONER PINDER had "two meetings where [SUBJECT COMMISSIONER PINDER] asked me "what's going on with it" and "have I met with [C.I.]." I think there were two meetings in my office that [SUBJECT COMMISSIONER PINDER] asked me about the transfer station." Chiverton also stated that he took those conversations to be directives from SUBJECT COMMISSIONER PINDER and, therefore, he made sure that he met with C.I. about the transfer station on three occasions.

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Co-Affiant _____

Judge _____

WHEREFORE, based upon the foregoing, there is probable cause to arrest TERENCE KENNETH PINDER and charge him with two (2) counts of Bribery, in violation of Fla. Stat. §838.015, a second degree felony, and three (3) counts of Unlawful Compensation, in violation of Fla. Stat. §838.016, and prays that a warrant for arrest issue.

Detective Julio Estopinan #30-2942, Co-Affiant
Miami-Dade Police Department

Lawrence Lebowitz, Co-Affiant
Miami-Dade County Commission on
Ethics and Public Trust

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF
_____, 2016.

HON. RODOLFO RUIZ
CIRCUIT COURT JUDGE

Co-Affiant _____

Co-Affiant _____