Memorandum

MIAMI-DADE COUNTY

Date: November 4, 2010

Agenda Item No. 12(A)(1)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

R.A. Cuevas, Jr.
County Attorney

Subject: Resolution Approving Settlement Agreement Between Miami-Dade County and Police Officers Jorge Luis Gonzalez, Alkibiades Dodge and Waell Majed Farraj

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Recommendation
It is recommended that the Board of County Commissioners approve the attached settlement agreement to resolve a dispute between the County and three police officers, Luis Gonzalez, Alkibiades Dodge and Waell Majed Farraj over their entitlement to attorneys' fees and costs incurred in connection with their successful defense of a criminal case arising out of their performance of their official duties. The agreement calls for the payment of $75,000 to each officer in exchange for a waiver of their claims for larger amounts authorized by law.

Scope
The impact of this agenda item is limited to the Miami-Dade Police Department.

Fiscal Impact/Funding Source
The funding source is the Miami-Dade Police Department General Fund operating budget.

Track Record/Monitor
This will be monitored by the Chief Financial Officer of the Miami-Dade Police Department to ensure that the terms of the Settlement Agreement are fully implemented.

Background
Luis Gonzalez, Alkibiades Dodge and Waell Majed Farraj are employed as MDPD Police Officers. In July 2009, the three officers were involved in an arrest, which resulted in a federal indictment for unlawful possession of a firearm. In the course of testifying about the arrest in a pretrial hearing, the three officers made certain statements that the prosecutor considered inconsistent with other available evidence. As a result, the three officers were charged with making false statements and conspiracy to make false statements in a judicial proceeding. The three officers retained attorneys, Michael Cornley, Douglas Hartman and Richard Sharpstein to represent them. The case went to trial in June 2010, and all three officers were found not guilty.

Section 111.065, Fla. Stat., provides for the payment of attorneys' fees and costs incurred in connection with a law enforcement officer's successful defense of a civil or criminal case. Under the statute, an employing agency such as the County has the option to pay reasonable attorney's fees and costs for any officer in any criminal action commenced against such officer in any court when the action arose out of the performance of the officer's official duties and the officer is found to be not guilty.

Upon being found not guilty, Officers Gonzalez, Dodge and Farraj requested payment of their fees and costs pursuant to the terms of the statute. They submitted detailed bills setting forth the fees and costs they, incurred, which show that their attorneys' fees range from $90,000 to over $100,000 and their costs exceed $30,000. The statute limits the amount of fees payable to an attorney to no more than $100,000. The three officers' attorneys have agreed through negotiations to accept $75,000 each to cover all attorneys' fees and costs incurred. This a reasonable compromise of the amounts claimed and it is recommended that the Board approve the attached settlement agreement incorporating these terms.

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: November 4, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 12(A)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 12(A)(1)

11-4-10

RESOLUTION NO. _____

RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND JORGE LUIS GONZALEZ, ALKIBIADES DODGE AND WAELL MAJED FARRAJ

WHEREAS, Jorge Luis Gonzalez, Alkibiades Dodge and Waell Majed Farraj, are employed as Miami-Dade County Police Officers; and

WHEREAS, Gonzalez, Dodge and Farraj, were arrested and charged in an indictment, United States of America, v. Jorge Luis Gonzalez, Alkibiades Dodge and Waell Majed Farraj, Case No. 10-20075-Middlebrooks, with felonies in connection with the performance of their duties as law enforcement officers; and

WHEREAS, Gonzalez, Dodge and Farraj, have been acquitted of all such charges; and

WHEREAS, Fla. Stat. § 111.065, provides that an employing agency, including Miami-Dade County, has the option to pay reasonable attorney's fees and costs for any officer in any criminal action commenced against such officer in any court when the action arose out of the performance of the officer's official duties and the officer is found to be not guilty; and

WHEREAS, Gonzalez, Dodge and Farraj, have been found not guilty and have requested payment of their fees and costs; and

WHEREAS, Gonzalez, Dodge and Farraj have submitted itemized bills from their attorneys, Michael Cornley, Douglas Hartman, and Richard Sharpstein, demonstrating that they have been charged for attorneys' fees, costs and expenses exceeding $300,000; and

WHEREAS, Gonzalez, Dodge and Farraj have agreed to accept $75,000 each to cover all costs, fees and expenses they have incurred,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Manager's recommendations for settling the dispute between the County and

Jorge Luis Gonzalez, Alkibiades Dodge and Waell Majed Farraj over the fees, costs and expenses incurred in connection with the defense of the charges against them in United States of America, v. Jorge Luis Gonzalez, Alkibiades Dodge and Waell Majed Farraj, Case No. 10-20075-Middlebrooks, as set forth in the Manager's Memorandum. This Board approves and ratifies the County Manager's or his designee's action in executing the attached settlement agreement in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency. LK

Lee Kraftchick

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SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND JORGE LUIS GONZALEZ, ALKIBIADES DODGE AND WAELL MAJED FARRAJ

WHEREAS, Jorge Luis Gonzalez, Alkibiades Dodge and Waell Majed Farraj, are employed as Miami-Dade Police Officers; and

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WHEREAS, Gonzalez, Dodge and Farraj, have requested payment of their fees and costs and submitted itemized bills from their attorneys, Michael Cornley, Douglas Hartman, and Richard Sharpstein; and

WHEREAS, those bills show charges and expenditures exceeding $300,000; and

WHEREAS, the parties wish to resolve their dispute amicably and without further litigation,

IT IS HEREBY AGREED:

1. The County shall pay Michael Cornley, Douglas Hartman, and Richard Sharpstein each the sum of $75,000, to cover all attorneys' fees, costs and expenses of any kind associated

with the defense of Jorge Luis Gonzalez, Alkibiades Dodge and Waell Majed Farraj in the above-captioned case.

2. In exchange for these payments, Gonzalez, Dodge and Farraj hereby release and forever discharge Miami-Dade County and all its departments, agents and employees from any and all claims for costs, attorneys' fees, or expenses of any kind related to the defense of the criminal charges against them in United States of America, v. Jorge Luis Gonzalez, Alkibiades Dodge and Waell Majed Farraj, Case No. 10-20075-Middlebrooks. Gonzalez, Dodge and Farraj agree not to bring any other suit, claim, demand or action or litigation in any forum or court, whether administrative, judicial or quasi-judicial, state or federal, against Miami-Dade County and/or any of its employees or agents on any issue or matter related to the payment of costs, fees or expenses related to said criminal charges. Gonzalez, Dodge and Farraj shall each sign a release of claims in the form attached.

3. It is understood and agreed that this settlement is a compromise of a doubtful and disputed claim and is not to be construed as an admission of liability on the part of any of the parties, and that the parties deny liability therefor and intend merely to avoid litigation and buy their peace.

4. The parties agree and state that no promise, inducement or agreement not expressly contained herein has been made, and that this agreement contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not a mere recital.

5. The parties have read the foregoing agreement and fully understand it. Gonzalez, Dodge and Farraj acknowledge that they have had an adequate opportunity to review this settlement with her attorneys and that this agreement is entered into knowingly and voluntarily.

DATED this 19 day of ~~August~~ Oct, 2010.

ALBIKIADES DODGE

C. MICHAEL CORNELY
Attorney for Albikiades Dodge

MIAMI-DADE COUNTY

By:_____
Carlos Alvarez
County Mayor

ATTEST:

HARVEY RUVIN, CLERK

By_____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By_____
County Attorney

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JLG

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5. The parties have read the foregoing agreement and fully understand it. Gonzalez, Dodge and Farraj acknowledge that they have had an adequate opportunity to review this settlement with her attorneys and that this agreement is entered into knowingly and voluntarily.

JLG

DATED this 10 day of ~~August~~ OCT, 2010.

JORGE LUIS GONZALEZ

DOUGLAS C. HARTMAN
Attorney for Jorge Luis Gonzalez

MIAMI-DADE COUNTY

By:_____
Carlos Alvarez
County Mayor

ATTEST:

HARVEY RUVIN, CLERK

By_____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By_____
County Attorney

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DATED this ___ day of August, 2010.

WAELL MAJED FARRAJ

RICHARD A. SHARPSTEIN
Attorney for Waell Farraj

MIAMI-DADE COUNTY

By:_____
Carlos Alvarez
County Mayor

ATTEST:

HARVEY RUVIN, CLERK

By_____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By_____
County Attorney