

# Memorandum



**Date:** January 20, 2011

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Agenda Item No. 12(A)(3)

**From:** George M. Burgess  
County Manager  
  
R.A. Cuevas, Jr.  
County Attorney  


**Subject:** Resolution Approving Settlement Agreement Between Miami-Dade County and Police Sergeant Alan Cockfield

## Recommendation

It is recommended that the Board of County Commissioners approve the attached settlement agreement to resolve a dispute between the County and Police Sergeant Alan Cockfield over his entitlement to attorneys' fees and costs incurred in connection with his successful defense of a criminal case arising out of the performance of his official duties. The agreement calls for the payment of \$75,000 to the attorney for the police sergeant in exchange for a waiver of any claims for larger amounts authorized by law.

## Scope

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

## 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

Alan Cockfield is employed as MDPD Police Sergeant. In June, 2006, Sergeant Cockfield was participating in a training exercise with his MDPD canine partner. As a result of contact made with the canine during the June 2006 training exercise, criminal information was filed against Sergeant Cockfield. Sergeant Cockfield retained attorney Douglas Hartman to represent him in the criminal case. On July 30, 2010, Sergeant Cockfield was found not guilty of all criminal charges.

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, Sergeant Cockfield requested payment of the fees and costs incurred in the successful defense of the case pursuant to the terms of the statute. Sergeant Cockfield's attorney Douglas Hartman, Esq. submitted a detailed bill setting forth the fees and costs incurred which totaled

Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
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\$113,130.65. The statute limits the amount of fees payable to an attorney to no more than \$100,000. Sergeant Cockfield's attorney has agreed through negotiations to accept \$75,000 to cover all attorneys' fees and costs incurred. This a reasonable compromise of the amount claimed and it is recommended that the Board approve the attached settlement agreement incorporating these terms.



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Alina T. Hudak  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** January 20, 2011

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

**SUBJECT:** Agenda Item No. 12(A)(3)

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

Agenda Item No. 12(A)(3)

Veto \_\_\_\_\_

1-20-11

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING SETTLEMENT AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND ALAN  
COCKFIELD

**WHEREAS**, Alan Cockfield is employed as Miami-Dade County as a Police Sergeant in the Miami-Dade Police Department; and

**WHEREAS**, Sergeant Cockfield was arrested and charged in an information, State of Florida v. Alan Cockfield, Case No. F07-18532 with a felony indictment and a misdemeanor arising from Officer Cockfield's handling of a Miami-Dade Police Department canine during a training exercise in June 2006; and

**WHEREAS**, On July 30, 2010, Sergeant Cockfield was acquitted of all such charges; and

**WHEREAS**, Fla. Stat. § 111.065, authorizes the payments of reasonable attorney's fees and costs for any law enforcement officer in any civil or 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**, Sergeant Cockfield has requested payment of the fees and costs incurred in the successful defense of the above-referenced case which has been presented in the form of an itemized bill submitted by Sergeant Cockfield and his attorney Douglas Hartman, Esq.; and

**WHEREAS**, those bills show charges and expenditures exceeding \$113,000; and

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

**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 Alan Cockfield over the attorney's fees, costs, and expenses incurred in connection with the defense of Sergeant Cockfield in the above-referenced case as set forth in the Manager's Memorandum. This Board approves and ratifies the County Mayor or County Mayor 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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20<sup>th</sup> day of January, 2011. 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.



Eric Rodriguez

**SETTLEMENT AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND ALLEN COCKFIELD**

**WHEREAS**, Allen Cockfield ("Officer Cockfield") is employed by Miami-Dade County as a Police Officer in the Miami-Dade Police Department; and

**WHEREAS**, Officer Cockfield was charged in an information, State of Florida v. Alan Cockfield, Case No. F07-18532 with a felony and a misdemeanor arising from Officer Cockfield's handling of a Miami-Dade Police Department canine during a training exercise in June 2006; and

**WHEREAS**, On July 30, 2010, Officer Cockfield was acquitted of all such charges; and

**WHEREAS**, Florida Statutes §111.065 authorizes the payment of reasonable attorney's fees and costs for any law enforcement officer in any civil or 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**, Officer Cockfield has requested payment of the fees and costs incurred in the successful defense of the above-referenced case which has been presented in the form of an itemized bill submitted by Officer Cockfield and his attorney Douglas Hartman, Esq.; and

**WHEREAS**, those bills show charges and expenditures exceeding \$113,000; and

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

**IT IS HEREBY AGREED:**

1. The County shall pay Officer Cockfield's counsel Douglas Hartman, Esq. the sum of \$75,000 to cover all attorneys' fees, costs and expenses of any kind associated with the defense of Officer Cockfield in the above-referenced case.

2. In exchange for the payment in paragraph 1, Officer Cockfield hereby releases and forever discharges 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 State of Florida v. Allen Cockfield, Case No. F07-18532. Officer Cockfield agrees 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. Officer Cockfield shall 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. The parties agree that this agreement is a negotiated settlement that has been typed by one party for the convenience of the other parties and that it shall not be construed for or against any party as a result.

5. The parties have read the foregoing agreement and fully understand it. Officer Cockfield acknowledges that he has had an adequate opportunity to review this settlement with his attorney and that this agreement is entered into knowingly and voluntarily.



DATED this \_\_\_\_ day of November, 2010.

\_\_\_\_\_  
ALLEN COCKFIELD Date

\_\_\_\_\_  
DOUGLAS C. HARTMAN, ESQ. Date  
Attorney for Alan Cockfield

MIAMI-DADE COUNTY

By: \_\_\_\_\_ Date

\_\_\_\_\_  
George M. Burgess Date  
County Manager

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**WHEREAS**, On July 30, 2010, Officer Cockfield was acquitted of all such charges; and

**WHEREAS**, Florida Statutes §111.065 authorizes the payment of reasonable attorney's fees and costs for any law enforcement officer in any civil or 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

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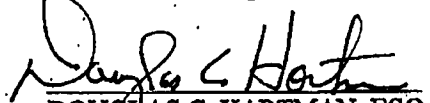
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5. The parties have read the foregoing agreement and fully understand it. Officer Cockfield acknowledges that he has had an adequate opportunity to review this settlement with his attorney and that this agreement is entered into knowingly and voluntarily.

DATED this 3 day of <sup>Dec.</sup> November, 2010.

  
ALLEN COCKFIELD

12-03-2010  
Date

  
DOUGLAS C. HARTMAN, ESQ.  
Attorney for Alan Cockfield

12/3/10  
Date

MIAMI-DADE COUNTY

By: \_\_\_\_\_ Date

George M. Burgess  
County Manager \_\_\_\_\_ Date

**RELEASE OF CLAIMS FOR ATTORNEYS' FEES COSTS AND EXPENSES INCURRED IN THE DEFENSE OF STATE OF FLORIDA V. ALLEN COCKFIELD. CASE NO. F07-18532**

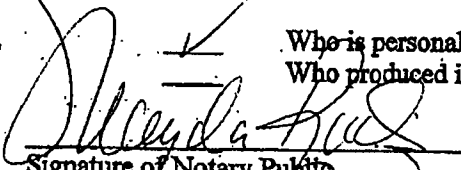
I, ALLEN COCKFIELD, for myself, my heirs, executors, administrators, successors and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge Miami-Dade County, its agents, employees, assigns, successors, administrators, and all other persons, firms, corporations, associations, or partnerships acting by, through, under or in concert with any of them, of and from any and all charges, claims, liabilities, obligations, costs, losses, debts and expenses, including attorney's fees and costs actually incurred, of any nature whatsoever, known or unknown, suspected or unsuspected, in connection with the defense of State of Florida v. Allen Cockfield, Case No. F07-18532, including all foreseen and unforeseen costs, fees and expenses presently existing or that may arise in the future.

  
ALLEN COCKFIELD

STATE OF FLORIDA        )  
  )ss:  
COUNTY OF DADE        )

SWORN TO AND SUBSCRIBED before me at Miami, Dade County, Florida, this 3rd day of Dec, 2010 by Allen Cockfield.

Who is personally known to me  
Who produced identification:   N/A    
Type of Identification

  
Signature of Notary Public  
State of Florida at Large  
  MAYDA RODRIGUEZ    
Print name of notary public

My commission expires:

