RESOLUTION NO. 2015-R-2

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RE-APPOINTING BEATRICE CAZEAU, ESQ., CHRISTOPHER BENJAMIN, ESQ., AND KATHLEEN ACHILLE, ESQ. AS SPECIAL MAGISTRATES FOR A PERIOD OF ONE (1) YEAR, IN ACCORDANCE WITH SECTION 21-51 OF THE CITY OF NORTH MIAMI CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, Section 21-51(c) of the City of North Miami Code of Ordinances ("City Code") provides that the re-appointment of Special Magistrates shall be made by the City Council; and

WHEREAS, Beatrice Cazeau, Esq., Christopher Benjamin, Esq., and Kathleen Achille, Esq. were previously appointed as Special Magistrates and continue to possess sufficient qualifications as required by the City Code; and

WHEREAS, Raphael Suarez-Rivas, Esq., was appointed as a back-up Special Magistrate and the City Council desires to re-appoint him as a back-up Special Magistrate in the case of an emergency; and

WHEREAS, the Mayor and City Council desire to re-appoint the Special Magistrates accordingly.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

Section 2. **Reappointments of Special Magistrates.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the reappointments of the Special Magistrates as indicated above.

Section 3. **Effective Date**. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a **5-0** vote of the Mayor and City Council of the City of North Miami, Florida, this **13th** day of January, 2015.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: **Galvin**

Seconded by: **Bien-Aime**

Vote:

Mayor Smith Joseph, DO.	x (Yes)	____ (No)
Vice Mayor Philippe Bien-Aime	x (Yes)	____ (No)
Councilperson Scott Galvin	x (Yes)	____ (No)
Councilperson Carol Keys, Esq.	x (Yes)	____ (No)
Councilperson Marie Erlande Steril	x (Yes)	____ (No)

January 14, 2015

Ms. Beatrice Cazeau, Esq.
633 NE 167th Street, Suite 2B
North Miami Beach, FL 33162

RE: RE-APPOINTMENT AS SPECIAL MAGISTRATE

Dear Attorney Cazeau:

This correspondence sets forth a Letter of Agreement ("Agreement") between the City of North Miami, a Florida municipal corporation ("City"), and Beatrice Cazeau, Esq., as an independent legal contractor for Code Enforcement proceedings, as may be required by the City from time to time ("Special Magistrate"). The City and Special Magistrate shall collectively be referred to as the "Parties".

The Parties agree as follows:

1. **Re-Appointment of the Special Magistrate:** Pursuant to the City Charter, the City Council re-appoints Attorney Beatrice Cazeau, as a Special Magistrate, effective January 13, 2015.

2. **Term:** This Agreement is for a term of one (1) year.

3. **Independent Contractor:** The Special Magistrate shall be deemed as an independent contractor and not an agent or employee of the City. The Special Magistrate shall not attain any rights or benefits under the City's Civil Service or Pension Ordinances or any rights generally afforded to City classified, or unclassified employees. Therefore, the Special Magistrate is not entitled to Florida Workers' Compensation benefits.

4. **Compensation:** The Special Magistrate shall be compensated at One Hundred Twenty-Five Dollars ($125.00) per hour for services, non-inclusive of travel time to and from Code Enforcement hearings.

5. **Right of City to Terminate:** The City retains the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice, at any time prior to the Term of this Agreement without penalty. The City shall only be responsible to pay the Special Magistrate for any services actually rendered up to the date of termination.

6. **Notice:** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated, or as may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt.

If to Special Magistrate: Beatrice Cazeau, Esq.
633 NE 167th Street, Suite 2B
North Miami Beach, FL 33162

If to City: City Manager
City of North Miami
776 NE 125th Street
North Miami, FL 33161

With a copy: City Attorney
City of North Miami
776 NE 125th Street
North Miami, FL 33161

Code Compliance Manager
City of North Miami
776 NE 125th Street
North Miami, FL 33161

Chief of Police North Miami
North Miami Police Department
700 NE 124th Street
North Miami, FL 33161

7. **Acceptance:** Please indicate your agreement with the foregoing terms and provisions by signing below and returning an executed copy of this letter to the undersigned.

For Special Magistrate:

By: _____
Beatrice Cazeau, Esq.

For City of North Miami:

By: _____
Aleem Ghany, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
Regine M. Monestime
City Attorney

c: Leonard Burgess, Chief of Police
Donald Blanchard, Police Supervisor, Code Compliance

Beatrice Cazeau

Member in Good Standing **Eligible to Practice Law in Florida**

Bar Number:	176079
Address:	Regions Bank Building 633 NE 167th St Ste 1025 North Miami Beach, FL 33162-2448 United States
Phone:	305-381-6002
Fax:	305-381-6808
Email:	cazeau@clrllc.net
vCard:	?
County:	Miami-Dade
Circuit:	11
Admitted:	09/17/1999
10-Year Discipline History:	None
Sections:	Family Law
Law School:	New England School of Law
Graduation Year:	1999
Degree:	Doctor of Jurisprudence/Juris Doctor
Firm:	Cazeau,Linton Robinson, LLC
Firm Size:	2 to 5
Position:	Partner/Shareholder
Website:	www.clblawfirm.net

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January 14, 2015

Mr. Christopher Benjamin, Esq.
P.O. Box 694011
Miami, Florida 33269

RE: RE-APPOINTMENT AS SPECIAL MAGISTRATE

Dear Attorney Benjamin:

This correspondence sets forth a Letter of Agreement ("Agreement") between the City of North Miami, a Florida municipal corporation ("City"), and Christopher Benjamin, Esq., as an independent legal contractor for Code Enforcement proceedings, as may be required by the City from time to time ("Special Magistrate"). The City and Special Magistrate shall collectively be referred to as the "Parties".

The Parties agree as follows:

1. **Re-Appointment of the Special Magistrate:** Pursuant to the City Charter, the City Council re-appoints Attorney Christopher Benjamin, as a Special Magistrate, effective January 13, 2015.

2. **Term:** This Agreement is for a term of one (1) year.

3. **Independent Contractor:** The Special Magistrate shall be deemed as an independent contractor and not an agent or employee of the City. The Special Magistrate shall not attain any rights or benefits under the City's Civil Service or Pension Ordinances or any rights generally afforded to City classified, or unclassified employees. Therefore, the Special Magistrate is not entitled to Florida Workers' Compensation benefits.

4. **Compensation:** The Special Magistrate shall be compensated at One Hundred Twenty-Five Dollars ($125.00) per hour for services, non-inclusive of travel time to and from Code Enforcement hearings.

5. **Right of City to Terminate:** The City retains the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice, at any time prior to the Term of this Agreement without penalty. The City shall only be responsible to pay the Special Magistrate for any services actually rendered up to the date of termination.

6. **Notice:** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated, or as may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt.

If to Special Magistrate: Christopher Benjamin, Esq.
P.O. Box 694011
Miami, FL 33269

If to City: City Manager
City of North Miami
776 NE 125th Street
North Miami, FL 33161

With a copy: City Attorney
City of North Miami
776 NE 125th Street
North Miami, FL 33161

Code Compliance Manager
City of North Miami
776 NE 125th Street
North Miami, FL 33161

Chief of Police North Miami
North Miami Police Department
700 NE 124th Street
North Miami, FL 33161

7. **Acceptance:** Please indicate your agreement with the foregoing terms and provisions by signing below and returning an executed copy of this letter to the undersigned.

For Special Magistrate:

By: _____
Christopher Benjamin, Esq.

For City of North Miami:

By: _____
Aleem Ghany, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

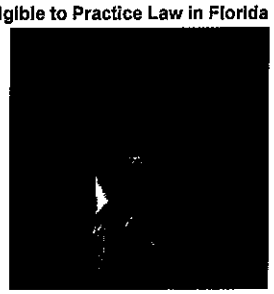
_____
Regine M. Monestime
City Attorney

c: Leonard Burgess, Chief of Police
Donald Blanchard, Police Supervisor, Code Compliance

Christopher Emmanuel Benjamin

Member in Good Standing

Eligible to Practice Law in Florida



Bar Number:	561029
Address:	One Biscayne Tower 2 S Biscayne Blvd Ste 3760 Miami, FL 33131-1815 United States
Phone:	305-407-1180
Fax:	786-463-4606
Email:	cbenjamin@thebarrister.net
vCard:	?
County:	Miami-Dade
Circuit:	11
Admitted:	05/31/2002
10-Year Discipline History:	None
Sections:	General Practice Trial Lawyers
Law School:	St. Thomas University School of Law
Firm:	The Barrister Firm, P.A.
Firm Size:	21 to 50
Position:	Private Law Practice
Website:	www.thebarristerfirm.com
Civil Law Notary:	Yes

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January 14, 2015

Ms. Kathleen Achille, Esq.
1819 Racquet Court
North Lauderdale, FL 33068

RE: RE-APPOINTMENT AS SPECIAL MAGISTRATE

Dear Attorney Achille:

This correspondence sets forth a Letter of Agreement ("Agreement") between the City of North Miami, a Florida municipal corporation ("City"), and Kathleen Achille, Esq., as an independent legal contractor for Code Enforcement proceedings, as may be required by the City from time to time ("Special Magistrate"). The City and Special Magistrate shall collectively be referred to as the "Parties".

The Parties agree as follows:

1. **Re-Appointment of the Special Magistrate:** Pursuant to the City Charter, the City Council re-appoints Attorney Kathleen Achille, as a Special Magistrate, effective January 13, 2015.

2. **Term:** This Agreement is for a term of one (1) year.

3. **Independent Contractor:** The Special Magistrate shall be deemed as an independent contractor and not an agent or employee of the City. The Special Magistrate shall not attain any rights or benefits under the City's Civil Service or Pension Ordinances or any rights generally afforded to City classified, or unclassified employees. Therefore, the Special Magistrate is not entitled to Florida Workers' Compensation benefits.

4. **Compensation:** The Special Magistrate shall be compensated at One Hundred Twenty-Five Dollars ($125.00) per hour for services, non-inclusive of travel time to and from Code Enforcement hearings.

5. **Right of City to Terminate:** The City retains the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice, at any time prior to the Term of this Agreement without penalty. The City shall only be responsible to pay the Special Magistrate for any services actually rendered up to the date of termination.

6. **Notice:** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated, or as may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt.

If to Special Magistrate:	Kathleen Achille, Esq. 1819 Racquet Court North Lauderdale, FL 33068
If to City:	City Manager City of North Miami 776 NE 125th Street North Miami, FL 33161
With a copy:	City Attorney City of North Miami 776 NE 125th Street North Miami, FL 33161
	Code Compliance Manager City of North Miami 776 NE 125th Street North Miami, FL 33161
	Chief of Police North Miami North Miami Police Department 700 NE 124th Street North Miami, FL 33161

7. **Acceptance:** Please indicate your agreement with the foregoing terms and provisions by signing below and returning an executed copy of this letter to the undersigned.

For Special Magistrate:

By: _____
Kathleen Achille, Esq.

For City of North Miami:

By: _____
Aleem Ghany, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
Regine M. Monestime
City Attorney

c: Leonard Burgess, Chief of Police
Donald Blanchard, Police Supervisor, Code Compliance

Kathleen Achille

Member in Good Standing **Eligible to Practice Law in Florida**

Bar Number:	166200
Address:	Kass Schuler P A 2901 Stirling Rd Ste 208 Fort Lauderdale, FL 33312-6529 United States
Phone:	954-965-9101
Fax:	954-965-9523
Email:	kachille@kasslaw.com
vCard:	?
County:	Broward
Circuit:	17
Admitted:	05/10/1999
10-Year Discipline History:	None
Law School:	University of Florida, Fredric G. Levin College of Law
Graduation Year:	1998
Degree:	Doctor of Jurisprudence/Juris Doctor

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January 14, 2015

Mr. Rafael Suarez-Rivas, Esq., P.A.
4766 Alton Road
Miami Beach, FL 33140

RE: RE-APPOINTMENT AS BACKUP SPECIAL MAGISTRATE

Dear Attorney Suarez-Rivas:

This correspondence sets forth a Letter of Agreement ("Agreement") between the City of North Miami, a Florida municipal corporation ("City"), and Rafael Suarez-Rivas, Esq., as an independent legal contractor for Code Enforcement proceedings, as may be required by the City from time to time ("Backup Special Magistrate"). The City and Backup Special Magistrate shall collectively be referred to as the "Parties".

The Parties agree as follows:

1. **Re-Appointment of the Backup Special Magistrate:** Pursuant to the City Charter, the City Council re-appoints Attorney Rafael Suarez-Rivas, as a Backup Special Magistrate, effective January 13, 2015.

2. **Term:** This Agreement is for a term of one (1) year.

3. **Independent Contractor:** The Backup Special Magistrate shall be deemed as an independent contractor and not an agent or employee of the City. The Backup Special Magistrate shall not attain any rights or benefits under the City's Civil Service or Pension Ordinances or any rights generally afforded to City classified, or unclassified employees. Therefore, the Backup Special Magistrate is not entitled to Florida Workers' Compensation benefits.

4. **Compensation:** The Backup Special Magistrate shall be compensated at One Hundred Twenty-Five Dollars ($125.00) per hour for services, non-inclusive of travel time to and from Code Enforcement hearings.

5. **Right of City to Terminate:** The City retains the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice, at any time prior to the Term of this Agreement without penalty. The City shall only be responsible to pay the Backup Special Magistrate for any services actually rendered up to the date of termination.

6. **Notice:** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated, or as may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt.

If to Backup Special Magistrate: Rafael Suarez-Rivas, Esq., P.A.
4766 Alton Road
Miami Beach, FL 33140

If to City: City Manager
City of North Miami
776 NE 125th Street
North Miami, FL 33161

With a copy: City Attorney
City of North Miami
776 NE 125th Street
North Miami, FL 33161

Code Compliance Manager
City of North Miami
776 NE 125th Street
North Miami, FL 33161

Chief of Police North Miami
North Miami Police Department
700 NE 124th Street
North Miami, FL 33161

7. **Acceptance:** Please indicate your agreement with the foregoing terms and provisions by signing below and returning an executed copy of this letter to the undersigned.

For Backup Special Magistrate:

By: _____
Rafael Suarez-Rivas, Esq., P.A.

For City of North Miami:

By: _____
Aleem Ghany, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
Regine M. Monestime
City Attorney

c: Leonard Burgess, Chief of Police
Donald Blanchard, Police Supervisor, Code Compliance

Rafael Suarez-Rivas

Member in Good Standing **Eligible to Practice Law in Florida**

Bar Number:	293881
Address:	Office of the City Attorney 444 SW 2nd Ave Ste 945 Miami, FL 3313019100 United States
Phone:	305-416-1800
Fax:	305-416-1801
Email:	rsuarez-rivas@miamigov.com
vCard:	?
County:	Miami-Dade
Circuit:	11
Admitted:	04/04/1980
10-Year Discipline History:	None

Board Certifications:	**Area**	**Year**
	City, County and Local Government Law	1996

Sections:	City, County & Local Govt Law
Law School:	Nova Southeastern University - Shepard Broad Law Center

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