

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

**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 \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_\_ 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: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Dr. Smith Joseph  
Vice Mayor Carol Keys, Esq.  
Councilperson Scott Galvin  
Councilperson Philippe Bien-Aime  
Councilperson Marie Erlande Steril

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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 125<sup>th</sup> Street  
North Miami, FL 33161

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

Code Compliance Manager  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

Chief of Police North Miami  
North Miami Police Department  
700 NE 124<sup>th</sup> 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:

For City of North Miami:

By: \_\_\_\_\_  
Rafael Suarez-Rivas, Esq., P.A.

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

# THE FLORIDA BAR

## 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:** None

**History:**

<b>Board Certifications:</b>	<b>Area</b>	<b>Year</b>
	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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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 125<sup>th</sup> Street  
North Miami, FL 33161

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

Code Compliance Manager  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

Chief of Police North Miami  
North Miami Police Department  
700 NE 124<sup>th</sup> 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:

For City of North Miami:

By: \_\_\_\_\_  
Kathleen Achille, Esq.

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

# THE FLORIDA BAR

## 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. 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.
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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 125<sup>th</sup> Street  
North Miami, FL 33161

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

Code Compliance Manager  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

Chief of Police North Miami  
North Miami Police Department  
700 NE 124<sup>th</sup> 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:

For City of North Miami:

By: \_\_\_\_\_  
Christopher Benjamin, Esq.

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

# THE FLORIDA BAR

## Christopher Emmanuel Benjamin

Member in Good Standing

**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

Eligible to Practice Law in Florida



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January 14, 2015

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

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

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

Code Compliance Manager  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

Chief of Police North Miami  
North Miami Police Department  
700 NE 124<sup>th</sup> 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:

For City of North Miami:

By: \_\_\_\_\_  
Beatrice Cazeau, Esq.

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

# THE FLORIDA BAR

## 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@clrlc.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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