August 29, 2012

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

RE: APPOINTMENT AS SPECIAL MAGISTRATE

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 ("Special Magistrate"). The City and Special Magistrate shall collectively be referred to as the "Parties".

The Parties agree as follows:

1. **Appointment of the Special Magistrate:** Pursuant to the City Charter, the City Council appoints Attorney Beatrice Cazeau, as a Special Magistrate, effective August 29, 2012.

2. **Term:** This Agreement is for a term of one (1) year with an option to renew for an additional one (1) year term, unless earlier terminated pursuant to this Agreement.

3. **Independent Contractor:** The Special Magistrate shall be deemed to be 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 the City's 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 $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 completion of the above services 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 1025
North Miami Beach, FL 33162

If to City: City Manager
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

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

Code Compliance Manager
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

Chief of Police North Miami
North Miami Police Department
700 N.E. 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: _____
Stephen E. Johnson, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
Regine M. Monestime
City Attorney

Enclosure

cc: Marc E. Elias, Chief of Police
Donald Blanchard, Code Compliance Police Supervisor
Alan Graham, Code Compliance Manager