RESOLUTION NO. R-2012-39

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE APPOINTMENT OF RAFAEL SUAREZ-RIVAS, ESQ., AS BACKUP SPECIAL MAGISTRATE FOR CODE ENFORCEMENT PROCEEDINGS, AND AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO EXECUTE A ONE (1) YEAR LETTER OF AGREEMENT WITH THE BACKUP SPECIAL MAGISTRATE, IN SUBSTANTIALLY THE ATTACHED FORM; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of North Miami's ("City") Code of Ordinances ("Code") allows for the appointment of up to three Special Magistrates for Code Enforcement procedures; and

WHEREAS, the City Code requires that the Special Magistrates be either retired Florida judges or members in good standing of the Florida Bar for at least five (5) years; and

WHEREAS, City Administration has reviewed the qualifications of the proposed backup Special Magistrate and determined the candidate to be the best suited for the needs of the City; and

WHEREAS, the Mayor and City Council desire to designate and appoint the recommended candidate as backup Special Magistrate for Code Enforcement proceedings for a one (1) year period with an option to renew for an additional one (1) year term.

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

Section 1. **Designation of Special Magistrate.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the appointment of Rafael Suarez-Rivas, Esq., as backup Special Magistrate for Code Enforcement proceedings, and authorize the City Manager and the City Attorney to execute a one (1) year Letter of Agreement with the backup Special Magistrate, in substantially the attached form.

Section 2. **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 10 day of April, 2012.

ANDRE D. PIERRE, ESQ.
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: Councilman Galvin

Seconded by: Vice Mayor Marcellus

Vote:

Mayor Andre D. Pierre, Esq.	X (Yes)	____ (No)
Vice Mayor Jean R. Marcellus	X (Yes)	____ (No)
Councilperson Michael R. Blynn, Esq.	X (Yes)	____ (No)
Councilperson Scott Galvin	X (Yes)	____ (No)
Councilperson Marie Erlande Steril	X (Yes)	____ (No)

April 11, 2012

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

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. **Appointment of the Backup Special Magistrate:** Pursuant to the City Charter, the City Council appoints Attorney Rafael Suarez-Rivas, as a Backup Special Magistrate, effective April 11, 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 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 $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.
4766 Alton Road
Miami Beach, FL 33140

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 Backup Special Magistrate:

By: _____
Rafael Suarez-Rivas, 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

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

Rafael E. Suarez-Rivas, Esq.
4766 Alton Road
Miami Beach, Florida 33140
(786) 368-6797 Cellular
suarezrivasr@bellsouth.net

AREAS OF PROFESSIONAL CONCENTRATION

Florida Bar Board Certified – City, County and Local Government Law
Land Use/Real Estate Law and Litigation
Procurement Law and Litigation
Commercial Law– Public Works and Contracts

LEGAL EXPERIENCE

City of Miami, Florida, Assistant City Attorney, 2002-present
Broward County Hearing Officer, 2003-07
North Miami Beach, Hearing Officer ,2009-10
Golden Beach & Sunny Isles Beach Hearing Officer, 2009 - Present
City of Hollywood, Florida, Senior Assistant City Attorney, 1999-2002
City of Boca Raton, Florida, Special Counsel, 1999
Broward County, Assistant County Attorney, 1992-1998
Katz, Kutter, Haigler & Alderman, Associate, 1991-1992
City of Miramar, Florida, City Attorney, 1989-1991
City of Miami, Florida, Assistant City Attorney, 1985-1989
City of Miami Beach, Florida, Assistant City Attorney, 1982-1985
Britton, Cohen, Kauffman, Benson, & Schantz, Associate, 1981-1982

ACTIVITIES

Lecturer, Procurement and Public Records/Sunshine Law,
Lorman Educational Systems, 2001-2007
Recipient, Deborah M. Smoot Memorial Editor's Award,
Florida Bar Journal Editorial Board, 1998
Adjunct Professor, Continuing Legal Education Program
Florida International University, Miami, Florida 1994-1997
Editor in Chief, Court Handbook for Dade County Lawyers
Dade County Bar Association, Pub. 1990
Editorial Board Member, Florida Bar Journal, 1989-2002, 2005-2008
Board of Editors, The Public Lawyer, 1994-1995
Member, Local Government Law Section Executive Council, 1992-1994; Certification Committee, 2000-03, The Florida Bar
Editor, Dade Bar Bulletin, 1987-1988
Member, Editorial Advisory Committee, Local Government Law Symposium, Stetson Law Review, 1987-1993

PROFESSIONAL ASSOCIATIONS

Florida Bar Association, member since 1980
Dade County Bar Association, member

EDUCATION

Nova University Law Center, Juris Doctor, 1979
University of Miami, Bachelor of Arts, 1976

REFERENCES

Daniel L. Abbott, Weiss, Serota, Ft. Laud., Florida (former Hollywood City Attorney)
Lucia A. Dougherty, Esq., Greenberg, Traurig, Miami, Florida (former Miami City Attorney)
Maria J. Chiaro, Deputy City Attorney, City of Miami

Writing samples and additional references available upon request.