

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

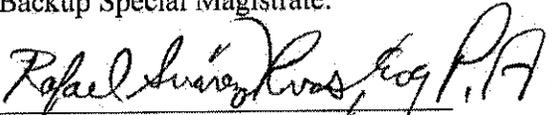
With a copy: City Attorney  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

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

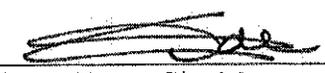
Chief of Police North Miami  
North Miami Police Department  
700 NE 124<sup>th</sup> Street  
North Miami, FL 33161

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.

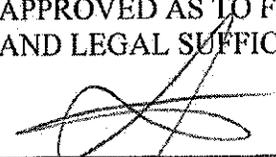
For Backup Special Magistrate:

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

For City of North Miami:

By:   
for 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