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**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Thursday, November 06, 2014 9:58 AM  
**To:** Sanchez, Rodzandra (COE)  
**Subject:** Jose "Pepe" Diaz, Miami-Dade County Commissioner, District 12 (Outside Employment)  
INQ 14-267

INQ 14-267

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**From:** Centorino, Joseph (COE)  
**Sent:** Thursday, November 06, 2014 9:30 AM  
**To:** Diaz, Jose "Pepe" (DIST12)  
**Cc:** Lievano, Maria (DIST12); Sanchez, Gerald (CAO); Diaz-Greco, Gilma M. (COE)  
**Subject:** INQ - Jose "Pepe" Diaz, Miami-Dade County Commissioner, District 12 (Outside Employment)

Commissioner Diaz:

You have inquired regarding any ethical conflicts that may occur in the event that you accept employment with West Gables Rehabilitation Hospital, one of the specialty hospitals of Select Medical, which operates specialty hospitals and rehabilitation clinics throughout the United States, including a number of facilities within Miami-Dade County. This prospective position would involve business development and outreach, with the goal of expanding the company's network of patients in South Florida and Nationwide. You would be responsible for coordinating meetings with company executives and insurance companies, healthcare corporations, and any other entity that could expand the company's network of patients. Your duties and responsibilities would not require you to solicit or lobby Miami-Dade County or any of its departments, including Jackson Health Services (JHS), on behalf of the company.

Miami-Dade County does not have a contractual or other business relationship with West Gables or Select Medical, but is included in the network of service providers offered to Miami-Dade County employees through the County's workers' compensation carrier and health insurance administrator. The company that provides the County with Workers' Compensation Medical Bill Review Services is Corvel. The Board of County Commissioners approves the contract with Corvel, but has no authority over and does not vote on which providers are included in the network.

JHS itself provides rehabilitative services and also maintains a nursing home among its facilities, which means that it may compete for some of the same patients that West Gables and Select Medical compete for. While the Board of County Commissioners does approve the budget for JHS and also gets involved from time to time in issues that may affect its programs, personnel or facilities, it does not exercise management control over its day-to-day operations, which fall under the CEO of JHS and the Public Health Trust board.

Section 2-11.1(j) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance provides a general prohibition for outside employment that is engaged in by a County official or employee when that employment "would impair his or her independence of judgment in the performance of his or her public duties." Additional Ethics Code provisions of which you should be cognizant in the event that you should accept the described employment include Section 2-11.1(d), which would prohibit your participating or voting on a matter where you are employed by an entity that would be affected, directly or indirectly, by the vote, or by which you "would or might, directly or indirectly, profit or be enhanced by the action of the Board of County Commissioners"; Section 2-11.1(m) which would prohibit your appearing before any County board on behalf of a third party; and Section 2-11.1(n), which would prohibit you from participating in any official action directly or indirectly affecting a business in which you or your immediate family have a financial interest; Section 2-11.1(g) prohibits use of one's official position to secure special privileges or exemptions for oneself or others that are not specifically authorized by the BCC.

Based upon my review of the job description and background information that you have provided and the relevant County ordinances that could be implicated, it is my opinion that you may accept the employment at issue with the following caveats in consideration of your position as a County Commissioner:

- You should avoid voting or participating in your official position on any matter in which West Gables or Specialty Medical may have a financial interest;
- You should avoid any involvement on behalf of West Gables in any competitive solicitation where JHS is also competing for the same contract or project;
- You should have no involvement in any matter regarding the services provided by your private employer in County employee workers' compensation cases;
- You should not interact with County contractors on behalf of your private employer;
- You should not lobby any governmental entity on behalf of your employer in Miami-Dade County;
- You should not use your official position as a BCC member to influence others on behalf of your private employer;
- You should not meet with anyone in County government or attend any meeting with County personnel with officials or employees of your private employer;
- You should not engage in any strategic consulting for your employer on issues related to Miami-Dade County;
- You should not engage in fundraising or charitable solicitations on behalf of your private employer within Miami-Dade County;
- You should avoid using your BCC title in correspondence or oral communications on behalf of your private employer;
- You should avoid taking any position on behalf of your private employer that is adverse to the interests of Miami-Dade County.

You are to be commended for having the foresight to seek an ethics opinion regarding this prospective outside employment. In the event that you are presented with any issue that is not covered by the above guidelines, please do not hesitate to contact my office for further guidance.

Sincerely,

Joseph M. Centorino  
Executive Director and General Counsel  
Miami-Dade Commission on Ethics and Public Trust

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**From:** Diaz, Jose "Pepe" (DIST12)  
**Sent:** Friday, October 24, 2014 4:52 PM  
**To:** Centorino, Joseph (COE)  
**Cc:** Llevano, Maria (DIST12)  
**Subject:** RE: Request for an opinion

Mr. Centorino:

I have spoken to the company's executives to provide you with more information regarding the company, my duties and responsibilities, and whether or not they do business with Miami-Dade County.

**Company Overview**

I have been offered a position with West Gables Rehabilitation Hospital. West Gables Rehabilitation Hospital (West Gables) is a hospital that serves the needs of the residents of Miami-Dade County. West Gables is a specialty hospital of

Select Medical, which operates specialty hospitals and outpatient rehabilitation clinics throughout the United States. The Specialty Hospital segment operates hospitals for long term stay acute patients and patients that require extensive medical rehabilitation care. Select Medical is headquartered in Pennsylvania. The following Link provides more specific information relating to the company.

<http://investing.businessweek.com/research/stocks/private/snapshot.asp?privcapId=34177>

#### **Proposed Duties and Responsibilities**

My position with West Gables is one of business development. My duties and responsibilities would include business outreach with the goal of expanding the company's network of patients in South Florida and Nationwide. I would be responsible for coordinating meetings with company executives and insurance companies, healthcare corporations, and any other entity that can expand the company's network of patients in South Florida and throughout the United States.

#### **Company Relationship with Miami-Dade County**

Miami-Dade County does not have a direct business relationship with West Gables, Select Specialty Hospital, or Select Medical. However, West Gables Rehabilitation Center is included in the network of service providers offered to Miami-Dade County employees through the County's workers' compensation carrier and health insurance administrator. We have spoken to staff at the County's Internal Services Department who provided my staff with an overview of the selection process for worker's compensation providers. My Chief of Staff, Maria Lievano Cruz will forward that information to you via a separate email.

In closing, I would like to emphasize that my duties and responsibilities will not require me to solicit or lobby Miami-Dade County government on behalf of the company. I hope I have provided sufficient information for you to formulate an opinion. If you have any other questions please feel free to call me.

Sincerely,

Commissioner Jose "Pepe" Diaz

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**From:** Centorino, Joseph (COE)  
**Sent:** Friday, October 17, 2014 3:56 PM  
**To:** Diaz, Jose "Pepe" (DIST12)  
**Cc:** Lievano, Maria (DIST12)  
**Subject:** RE: Request for an opinion

Commissioner Diaz:

I would really need more specific information about this company, the work they do in the County, and the type of activity you might be involved with in order to provide a meaningful opinion on this. It would be helpful if you could provide me either with a complete job description or outline or else with contact information for someone who could provide the information.

Joe Centorino

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**From:** Diaz, Jose "Pepe" (DIST12)  
**Sent:** Friday, October 17, 2014 10:17 AM  
**To:** Centorino, Joseph (COE)  
**Cc:** Lievano, Maria (DIST12)  
**Subject:** Request for an opinion

Dear Mr. Centorino:

Per our conversation earlier this week, I am writing to request an opinion relating to an employment opportunity. I have been offered a position with Select Specialty Hospital. The duties and responsibilities of this position include business

development, marketing, and serving as a liaison for hospitals on behalf of company. In addition, I would be responsible for business outreach and will provide consulting on healthcare and insurance related issues.

Thank you for your attention to this matter and I look forward to hearing from you soon.

Sincerely,

Commissioner Jose "Pepe" Diaz

## **Centorino, Joseph (COE)**

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**Sent:** Friday, October 24, 2014 4:52 PM  
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**Cc:** Lievano, Maria (DIST12)  
**Subject:** RE: Request for an opinion

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<http://investing.businessweek.com/research/stocks/private/snapshot.asp?privcapId=34177>

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Sincerely,

Commissioner Jose "Pepe" Diaz

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Thank you for your attention to this matter and I look forward to hearing from you soon.

Sincerely,

Commissioner Jose "Pepe" Diaz

## **Centorino, Joseph (COE)**

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**From:** Singer, Miriam (ISD)  
**Sent:** Monday, November 03, 2014 10:07 AM  
**To:** Centorino, Joseph (COE)  
**Cc:** Sola, Lester (ISD)  
**Subject:** West Gables Rehabilitation Hospital

Good Morning Joe. This entity is in the Corvel network. While we do not have a contract with the entity, we refer employees to them. Call me if you have questions, or need additional information. Thank you, Miriam

## **Centorino, Joseph (COE)**

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**From:** Lievano, Maria (DIST12)  
**Sent:** Friday, October 24, 2014 5:00 PM  
**To:** Centorino, Joseph (COE)  
**Subject:** information from ISD  
**Attachments:** authorized-care-centers.pdf

Hello, Mr. Centorino:

I am writing as a follow up to a request for an opinion from Commissioner Díaz. Please see the email below from Ray Baker which explains the selection process for Workers Compensation providers. The email also provides information specific to West Gables Rehabilitation Hospital.

Please feel free to contact me if you need additional information.

Thanks,

Maria

Maria Lievano Cruz, Esq.  
Chief of Staff  
Commissioner Jose "Pepe" Diaz  
Miami-Dade County-District 12  
305-599-1200

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**From:** Baker, Ray (ISD)  
**Sent:** Friday, October 24, 2014 3:15 PM  
**To:** Lievano, Maria (DIST12)  
**Subject:**

Maria:

Here is some information on how the process works, as well as some numbers on that specific hospital. Hope this is helpful.

Thanks

Ray

The Internal Services Department Risk Management Division is responsible for administration of the County's worker's compensation and liability programs, including auto liability and police professional claims, as well as investigation and resolution of claims. This Division includes Adjuster's, Examiner's, and Investigators to work with County employees through their respective claims processes.

The County allows for treatment of emergencies/injuries requiring immediate medical attention at any hospital or urgent care center, as determined by the employee.

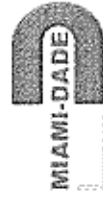


For injuries that are non-emergency in nature, the employee files a claim with the County's Risk Management Division, who then refers the employee to one of the authorized care centers (attached hereto). Subsequent to the initial treatment, both for emergency and non-emergency claims, the Risk Management Division is required to authorize additional treatment in concert with the recommendation of the health care provider that treated the employee. At this point in the process, the County also involves Corvel, who provides the County with Worker's Compensation Medical Review services, which includes ensuring that the County is appropriately being billed, and, to provide the necessary specialty care providers within the Corvel network of preferred providers.

While the Board of County Commissioner's approves contracts such as our current contract with Corvel for Worker's Compensation Medical Bill Review services, the Board does not take any action on the network of providers included under the Corvel umbrella, nor does the Board vote on the list of authorized providers. All decisions related to which providers are utilized are made by Risk Management utilizing the network of preferred providers in Corvel's network.

Risk Management's records indicate that West Gables Rehabilitation Hospital has received payment for 6 claims covering the period from January 2000 through October 2014, the most recent claim being paid in February 2013 in the amount of \$7,961.

Ray Baker  
Chief, Policy and Legislation  
Miami-Dade County - Internal Services Department  
111 NW 1 Street, 21st Floor  
Miami, Florida 33128  
Office: 305-375-1630, Mobile: 786-493-6118  
[www.miamidade.gov](http://www.miamidade.gov)  
Connect with us on Twitter @MiamiDadeISD



The following Authorized Care Centers are to be used for the initial assessment/treatment of an injury. Prior authorization is not required. Injured workers are to select a center/doctor from this list which gives a choice of at least 3 doctors in each area. **Emergency treatment** should be directed to the closest emergency facility. For more information please call Risk Management Division at (305) 375-4280.

<b>MIAMI – NORTH</b> <b>Norland Medical Center</b> 7 NW 183 <sup>rd</sup> Street Phone: (305) 652-3614 Fax: (305) 652-3616 MON – FRI 9:00 AM – 5:00 PM	<b>Comprehensive Health Center</b> 671 NW 119 <sup>th</sup> Street Phone: (305) 688-7416 Fax: (305) 688-6833 MON-FRI 8:30 AM – 6:00 PM SAT 9:00-1:00 PM (every other Sat Please call before going.)	<b>HIALEAH/MEDLEY</b> <b>Miami-Hialeah Medical Center</b> 1025 East 25 <sup>th</sup> Street Phone: (305) 696-0842 Fax: (305) 696-2150 MON-FRI 8:30 AM – 5:00 PM	<b>KENDALL-CENTRAL (SOUTH)</b> <b>Physicians Health Center</b> 7887 N. Kendall Drive, #102 Phone: (305) 279-7722 Fax: (305) 279-2090 MON-FRI 7:30 AM – 6:00 PM	<b>PLANTATION</b> <b>West Broward Urgent Care</b> 4992N. University Drive Phone: (954) 476-3024 Fax: (954) 748-556 MON-FRI 8:00 AM – 7:00 PM Sat 11:00AM – 3:00PM Sun 1:00PM – 3:00PM
<b>Physicians Health Center</b> 20535 NW 2 <sup>nd</sup> Ave., #150 Phone: (305) 653-7720 Fax: (305) 653-2099 MON-FRI 8:30 AM – 6:00 PM	<b>MIAMI-CENTRAL(NORTH)</b> <b>Physicians Health Center</b> 6221 NW 36 <sup>th</sup> Street Phone: (305) 871-3627 Fax: (305) 871-7569 MON-FRI 7:30 AM – 6:00 PM SAT 8:30 am – 12:30 pm	<b>Physicians Health Center</b> 6990 NW 37 <sup>th</sup> Avenue Phone: (305) 691-5050 Fax: (305) 691-0006 MON-FRI 7:30 AM – 5:00 PM	<b>Baptist Health Center</b> 9815 NW 41 Street Phone: (786) 596-3831 Option#1, then option#6 Fax: (786) 596-3829 MON-SUN 11:00 AM – 11:00 PM	<b>MIRAMAR</b> <b>Occupational Med Centers of America</b> 12014 Miramar Parkway Phone: (954) 438-6228 Fax: (954) 437-1079 MON-FRI 8:30 AM – 5:00 PM
<b>FastCare</b> 20601 East Dixie Highway #340 Phone: (786) 923-4000 Fax: (786) 923-4001 MON-FRI 8:30 AM – 9:00 PM SAT & SUN (INCL Holiday) 9:00-5:00 PM	<b>Port of Miami Clinic</b> 1015 N. American Way Phone: (305) 358-4285 Fax: (305) 358-5440 MON-FRI 8:00 AM-4:00 PM SAT 9:00AM – 1:00PM SUN 9:00-12:00 PM	<b>Health Care Center of Miami</b> 7911 NW 72 <sup>nd</sup> Ave., #111 Phone: (305) 888-8959 Fax: (305) 887-8180 MON-FRI 7:30 AM – 7:00 PM SAT – 9:00 AM – 1:00 PM	<b>HOMESTEAD/FLA CITY</b> <b>Physicians Health Center</b> 1448 n. Krome Ave., #101 Phone: (305) 245-0222 Fax: (305) 246-3700 MON-FRI 8:30 AM – 5:30 PM	<b>HOLLYWOOD</b> <b>Occupational Med Centers of America</b> 3705 Garfield Street Phone: (954) 265-3406 Fax: (954) 265-2884 MON-FRI 8:30 AM – 4:30 PM
<b>Opa Locka Medical Center</b> 870 Fisherman Street Phone: (305) 688-2510 Fax: (305) 688-2785 MON-Tue-Wed-FRI 8:30 AM – 4:00 PM (No doctor in on Thursdays 9:00AM – 3:30PM)	<b>AIRPORT MEDICAL CLINIC</b> 3588 NW 72 <sup>nd</sup> Avenue Phone: (305) 592-5205 Fax: (305) 597-8362 MON-FRI 8:00 AM – 6:00 PM SAT: 9:00 AM-12:00 PM	<b>FastCare Miami Beach</b> 825 Arthur Godfrey Road (41 <sup>st</sup> Street) Suite # 100 Phone: (786) 923-4000 Fax: (786) 923-4001 MON-FRI 9:00 AM – 7:00 PM SAT & SUN (INCL Holiday) 10:00AM-4:00PM		
<b>Health Care Center of Miami</b> <b>(Miami Beach)</b> 400 Arthur Godfrey Rd #510 Phone: (305) 695-9720 Fax: (305) 695-9722 MON-FRI 8:30 AM-5:00 PM	<b>Occupational Health Clinic University of Miami Hospital</b> 1321 NW 14 Street West Building, Suite 502 Phone: (305) 689-2667 Fax: (305) 689-5471 MON-FRI 7:00 AM – 5:30 PM (Free Parking w/validation)			

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**THIS AGREEMENT** (the "Agreement") is made and entered into this 1<sup>st</sup> day of October, 2014 (hereinafter the "effective date"), between the **City of Sweetwater** (hereinafter referred to as the "Sweetwater"), and **Li'l Abner Foundation** (hereinafter referred to as "Foundation").

**WITNESSETH**

**WHEREAS**, Sweetwater desires to engage the Foundation to provide all labor, supervision, licenses and necessary to perform all the services outlined herein (the "Services") in Sweetwater; and

**WHEREAS**, the Foundation is able and willing to provide such Services on the terms and conditions set forth herein; and

**WHEREAS**, the Foundation agrees that it is not providing any policy making services and/or responsibilities and any ambiguity in connection with the scope of services to be provided shall be construed to ensure that Sweetwater's policy making functions are not infringed upon in any way; and

**WHEREAS**, the Foundation and Sweetwater agree that the thanksgiving Day bash detailed herein has always been and will continue to be owned and controlled by the Foundation but used to for the betterment of Sweetwater and the surrounding communities and businesses; and

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **RECITALS**

The above recitals are true and correct and are incorporated herein.

2. **SCOPE OF SERVICES**

Li'l Abner is offering to provide consulting and assistance of the special projects including but not limited to:

**SEE ATTACHED EXHIBIT A.**

3. **TERM**

The term of this Agreement shall be for 12 months, commencing on the effective date, provided, however, that either party may cancel this Agreement with cause upon thirty (30) days written notice to the other party. In the event this agreement is not renewed for any reason, or by any party, then THE THANKSGIVING DAY BASH outlined in this agreement shall revert back to the Foundation as it is a Foundation owned and controlled event.

For all events sponsored by Sweetwater, such as the Thanksgiving Day Bash, Sweetwater agrees that the Foundation will be managing and producing the event.

Raul Rodriguez shall be named Director of Community Services and Development.

Francisco Ruiz will be named Assistant Director of Community and Service, he shall report directly to Raul Rodriguez.

4. **COMPENSATION**

Sweetwater agrees to pay the Foundation \$12,000 yearly, plus costs, to be paid in monthly installments. Sweetwater further agrees to issue, and pay for, a cellular phone to Raul Rodriguez to be used exclusively for city business. Each month Sweetwater shall pay \$1,000 to the Foundation. Each payment shall be due and payable by or before the 5<sup>th</sup> of each month starting October 5, 2014. Sweetwater shall be exclusively responsible for all cell phone charges on the city issued cell phone, provided always said charges were demonstrably incurred for official city business.

The Foundation will invoice Sweetwater for services rendered and hard costs incurred and payments for said services and costs shall be due from the Sweetwater within thirty (30) days of delivery of the invoice.

The Foundation is permitted to use Sweetwater's resources for the sole express purpose of producing Sweetwater's events and activities free of charge as long as Sweetwater's administration approves of such use.

It is agreed that 50% of all revenue generated from the activities and events shall be payable to and for the benefit of Sweetwater. Irrespective of the revenue generated, or not generated, the Foundation will still be paid the agreed upon \$12,000 yearly stipend, paid monthly and said payment is due on or before the 5<sup>th</sup> of each month. The Foundation's payment is not predicated on the revenue generated from the events and activities, but 100% of all such revenue will be directed to Sweetwater.

5. **TERMINATION FOR MATERIAL BREACH**

If one party to this Contract is in material breach of its obligations under the Contract, the non-breaching party must give seven (7) days written cure notice to the breaching party. Should the breaching party fail to remedy its material breach within seven (7) days of receiving written notice of such breach, the non-breaching party may terminate this Contract by giving written notice to the breaching party.

6. **INDEPENDENT CONTRACTOR STATUS**

It is understood and agreed that Foundation is an independent Contractor and shall at its sole cost and expense be responsible for the following:

- a. Provide for all labor, equipment, supplies and uniforms, name tags deemed necessary to perform the Services under this Agreement.
- b. Procure all necessary licenses, permits, and certificates required in connection with the performance of the Services under this Agreement.
- c. Pay all payroll, unemployment and social security taxes. Foundation agrees and covenants to be liable for all payroll taxes and/or contributions under federal, state, county and city law, measured by wages paid to Foundation's employees. Foundation further agrees to indemnify and hold harmless the Sweetwater, its officers, directors, agents and employees from any and all liability, loss, damage, expenses, penalties and judgments arising out of any failure of Foundation to make payments under this provision. This provision shall survive the expiration or earlier termination of this Agreement.

Since the Foundation is an independent contractor, the Foundation can still perform all of its daily and yearly activities that do not otherwise belong or are controlled by Sweetwater. That includes, but is not limited to, all of the Foundation's activities such as the TWD tutoring, Dance, Archery, English classes, US Citizenship classes, Lil Abner golf tournament, and Lil Abner TWD tournament. And if this Agreement is not renewed for any reason, then all of these events and activities, and all other Foundation run events and activities, shall continue to be performed by the Foundation even after the expiration of the agreement.

7. **SWEETWATER's OBLIGATIONS**

Except as may be expressly provided in this Contract, Sweetwater will, free of charge, as long as approved by administration, provide all necessary equipment and facilities at Sweetwater's Premises in order to enable the Foundation's employees to carry out its events and activities for Sweetwater.

8. **PROOF OF BUSINESS LICENSES**

The Foundation represents that the Foundation and all of its personnel have current state, county, city and local licenses, as applicable, in all names under which conducting business in the relevant area, and that all of its employees have been properly registered and that all other regulatory governmental authorities and state departmental agency requirements have been met and are current with the State of Florida, as required.

9. **INSURANCE**

Foundation shall obtain and maintain, at its sole cost and expense, insurance with coverages and limits that are satisfactory to Sweetwater, and shall not begin performing Services hereunder until certificates of insurance have been furnished to and approved by the Sweetwater. Each policy shall provide for thirty (30) days' advance written notice of cancellation or material change by mail to the Sweetwater from the insurance Foundation, and this provision shall be evidenced on the certificates. Evidence of renewal or replacement coverages shall be furnished to the Sweetwater not less than ten (10) days prior to expiration. **Sweetwater shall be named as an additional insured on all coverages provided. The Foundation shall submit to Sweetwater a copy of the "additional insured endorsement" to all policies required herein.**

- A. Workers' Compensation, covering all persons employed by Foundation in the performance of the Services hereunder, with not less than the statutory limits required by the State of Florida.
- B. Commercial General Liability Insurance with limits of at least One Million Dollars and Zero Cents (\$1,000,000.00) per occurrence and One Million Dollars and Zero Cents (\$1,000,000.00) aggregate covering Sweetwater, including coverage for Products and completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Personal Injury, with all Care, Custody and Control exclusions deleted, covering all claims for bodily injury, including death, property damage, and personal injury, including claims for false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation, wrongful entry or eviction, or other invasion of right of private occupancy.

10. **INDEMNITY**

Foundation shall indemnify and hold harmless Sweetwater, its officers, directors, agents and employees from and against all claims, damages, losses, expenses, claims, suits, liabilities, fines and penalties, to the extent arising ONLY out of: (i) the Foundation's negligent performance of Services; (ii) any breach of this Agreement; or (iii) any negligent act or omission by Foundation, its agents or employees. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Sweetwater shall indemnify and hold harmless the Lil Abner foundation, its officers, directors, agents and employees from and against all claims, damages, losses, expenses, claims, suits, liabilities, fines and penalties, to the extent arising ONLY out of: (i) Sweetwater's negligent performance of Services; (ii) any breach of this Agreement; or (iii) any negligent act or omission by Sweetwater, its agents or employees. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

The Foundation or its employees shall not be liable under any circumstances (other than for negligent acts by the Foundation or its employees) during the course of performing this Contract (whether under the express or implied terms of this Contract, nor in tort or in any other way whatever the cause) to Sweetwater for any: (a) increased costs or expenses; (b) loss of profit, business contracts, revenues or anticipated savings; (c) special, indirect, incidental, exemplary or consequential damage of any nature whatsoever suffered by the Sweetwater; or (d) the Sweetwater's direct negligence and/or omissions and/or willful misconduct.

11. **MODIFICATION**

No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

12. **ATTORNEY'S FEES**

In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, and that includes entitlement to said fees and costs and/or appellate court fees/costs.

13. **GOVERNING LAW AND VENUE**

This Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement shall be brought only in the State court of competent jurisdiction in Miami-Dade County, Florida.

14. **ASSIGNMENT**

This Agreement shall not be assigned by either party without the other party's prior written consent.

15. **SEVERABILITY AND WAIVER**

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

16. **MISCELLANEOUS**

All references to the parties shall include the plural as well as the singular, and the heirs, legal representatives, successors and permitted assigns, whether the same is masculine, feminine or neuter.

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the respective parties to this Agreement.

All exhibits, amendments, and addenda attached hereto are hereby incorporated herein and made a part hereof.

The captions, section numbers and articles appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement.

17. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.



18. **WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the Sweetwater or Foundation or if delivered at or sent by certified mail return receipt requested to the following addresses:

**For Sweetwater:**

**For Foundation:**

**With copy to:**

**with copy to:**

Hugo V. Alvarez, Esquire  
Alvarez Bárbara, LLP  
1750 Coral Way, 2nd Floor  
Miami, Florida 33145

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURES ON THE NEXT PAGE**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

Witnesses:

**CITY OF SWEETWATER**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

**LI'L ABNER FOUNDATION**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Services**

The Foundation shall operate and provide assistance, for the following special projects including but not limited to:

Sweetwater City Center (idea created by the foundation)

Sweetwater Family Center (idea created by the foundation)

- If Built, it is agreed that the Li'l Abner Foundation will manage and administer all activities ran from this building for the benefit of its Sweetwater residents. Also, the foundation shall be allowed to manage all of its activities from this location and shall have an assigned an office in the Sweetwater Family Center where all foundation activities will be coordinated free of charge for as long as Raul Rodriguez is the president of the Li'l Abner foundation and or otherwise agreed by Raul Rodriguez and the city of Sweetwater mayor and commission

**Events**

- The Foundation has held several events in Sweetwater successfully for the past several years. The Foundation will operate and provide assistance for the following special events including but not limited to :  
For an estimated income and expense report see Exhibit C

Thanksgiving Day bash effective November 8 2014

Sweetwater Gala effective Dec 6 2014

It is further agreed that the scope of work to be performed shall be exclusively managerial and operational and shall in no way infringe on Sweetwater's policy making functions or any of the other functions set forth in Sweetwater's City Charter. Any ambiguity in that regard shall be construed in favor of Sweetwater to ensure compliance with the City's Charter.

## EXHIBIT B

**Proposed Budget for:**  
**Director of Community Development and Services**

	<u>Expenses</u>	<u>Revenue</u>
<b><u>Oversight of:</u></b>		
Special projects including but not limited to:		
Sweetwater city center		
Sweetwater family center		
<b><u>EVENTS</u></b>		
Thanksgivingday Bash	\$14,262.58	\$11,000.00
Sweetwater Gala	\$9,015.00	\$25,000.00
<b><u>CONTRACT</u></b>	\$12,000.00	
<b>TOTAL</b>	<b>\$35,277.58</b>	<b>\$36,000.00</b>
<b>TOTAL REVENUES</b>		<b>\$722.42</b>
<b>TOTAL REVENUES TO THE CITY (50%)</b>		<b>\$361.21</b>

## **Exhibit C**

### **Thanksgiving Day Bash**

<b><u>ITEM</u></b>	<b><u>EXPENSE</u></b>
Party Rental	\$2,325.00
Barricades	\$1,260.00
MDCPS/Police	\$1,252.58
Friendly John	\$335.00
Jr. Caterer	\$455.00
Additional Food	\$265.00
Misc/cups/towels etc	\$150.00
Banner/yard signs	\$200.00
Paso Fino Horses/Pony rides	\$400.00
DJ	\$400.00
Catch of Day/Arroz c/Pollo	\$1,400.00
ARA Food/Chips	\$160.00
LeFournil/bread	\$60.00
toys	\$1,000.00
Sedanos/Turkeys	\$450.00
Pepsi/H2O	\$350.00
Buffalo Wings/100	\$200.00
Medina Bak/Cakes	\$150.00
Jr. Caterer-Ice	\$50.00
Advertizing	\$4,000.00
<b><u>Total Expenses</u></b>	<b><u>\$14,862.58</u></b>
<b><u>SPONSERSHIPS</u></b>	
Platinum	\$3,000.00
Gold	\$2,000.00
Silver (4)	\$4,000.00
Bronze (4)	\$2,000.00
<b><u>Total Revenue</u></b>	<b><u>\$11,000.00</u></b>

## **Exhibit C**

### **Sweetwater Gala**

<b><u>ITEM</u></b>	<b><u>EXPENSE</u></b>
Party Rental	\$400.00
Additional Food	\$265.00
Misc/cups/towels etc	\$150.00
Paso Fino Horses	\$400.00
DJ	\$400.00
Havana 1957	\$4,000.00
alcohol	\$1,400.00
sergio printing	\$200.00
bartenders(4) busboy(2)	\$800.00
Advertizing	\$1,000.00
<b><u>Sub Total</u></b>	<b><u>\$9,015.00</u></b>
Tables 15* 1000	\$15,000.00
Silent auction	\$10,000.00
<b><u>Total Revenue</u></b>	<b><u>\$25,000.00</u></b>