




**DATE:** February 8, 2013 13M-008

**MEMO TO:** William MacDonald, Director, Division of Finance & Budget (via email)  
Victor Marrero, Director, Risk Management (via email)  
Neesa Warlen, Director, Purchasing Administration (via email)

**FROM:** Terrence Lynch, Senior Legal Counsel  
Office of the General Counsel 

**SUBJECT:** Executed Contract – The Rubin Group (13C-006)

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

**Party:** The Rubin Group

**Purpose:** Consulting Services

**Consideration:** \$7000.00 per month

**Term:** February 7, 2013 – February 6, 2014

TL/dr  
Enclosure

**cc:** Angelo Castillo, Executive Director, Finance (via email)  
Irene Costa, Contract Manager, Purchasing Administration (via email)  
Blanca Adornos, Administrative Assistant, Finance (via email)  
Diane MacDonald, Administrative Assistant, Finance (via email)

## AGREEMENT

by and between

**SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

and

**THE RUBIN GROUP**

This is agreement, made and entered into this 7 day of February, 2013 by and between the SCOTT J. ISRAEL, as Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF") and THE RUBIN GROUP (hereinafter referred to as "CONSULTANT")

WHEREAS, CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to SHERIFF's satisfaction for the agreed compensation; and

WHEREAS, SHERIFF wishes to engage CONSULTANT to provide representation in the Florida Legislature and other governmental affair services under an agreement containing mutually satisfactory terms and covenants;

IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, SHERIFF and CONSULTANT, hereinafter collectively referred to as the "Parties," agree as follows:

### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document including exhibits, schedules and documents attached hereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference.
- 1.2 **SHERIFF** – means Scott J. Israel, as Sheriff of Broward County, Florida.

- 1.3 **Contract Administrator** - the designee of SHERIFF whose primary responsibility is to coordinate and communicate with CONSULTANT and to manage and supervise performance and completion of this Agreement.
- 1.4 **Consultant** – means The Rubin Group and its successors and assignees.

ARTICLE 2  
SCOPE OF SERVICES

- 2.1 Provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida with respect to all of SHERIFF's legislative and regulatory interests, and other issues or projects of the SHERIFF as assigned by the Contract Administrator or designee.
- 2.2 Effectively communicate SHERIFF's legislative and regulatory interests to members of Legislature, Governor and Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the state of Florida.
- 2.3 Upon request, arrange meetings for SHERIFF's staff with members and officials of the Legislative and Executive Branch of state government and other entities as necessary, including members of the Legislature in leadership positions, key legislative committee members, and executive branch leaders and key officials within the Governor's Office, Cabinet, and state agencies.
- 2.4 Be available on a 24-hour basis during any Regular Session, extended session, or special session, and at other times as requested, to: assist in writing, interpreting, and monitoring legislation, agency rules and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; obtaining documentation and research materials; and securing sponsors for bills, amendments, resolutions, proviso language and other legislation, as necessary to accomplish SHERIFF's legislative goals.
- 2.5 Identify and discuss with SHERIFF any areas of potential concern or opportunity for obtaining passage of SHERIFF's legislative priorities, and other projects assigned to the firm.
- 2.6 Consult with the Contract Administrator regarding any legislative or other matter which may impact the SHERIFF, and take any necessary action, as determined by the Contract Administrator.
- 2.7 At the request of SHERIFF's General Counsel or designee, CONSULTANT shall meet to discuss the status of CONSULTANT's services provided pursuant to this Agreement.

- 2.8 Attend strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim weeks, and report on all matters assigned; and participate in meetings, conference calls, and provide verbal or written reports to SHERIFF at other times, as directed by the Contract Administrator.
- 2.9 Prepare and submit written reports, as required by the Contract Administrator, regarding the status of assigned issues and projects, progress made to achieve such matters, including weekly status reports during sessions and interim committee weeks, and end-of-season report upon the conclusion of any regular or special session; and a report relating to any SHERIFF legislative issue or project assigned.

### ARTICLE 3 TERMS AND PERFORMANCE

- 3.1 The term of this Agreement shall commence on the date it is executed by the last party to sign and remain in full force and effect for a period of one (1) year, unless otherwise renewed or terminated as provided herein.
- 3.2 CONSULTANT agrees to perform, at all times faithfully, industriously and to the best of CONSULTANT's ability, experience and talent; all of the duties that may be required of and from CONSULTANT pursuant to the express and implicit terms of this Agreement.
- 3.3 This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statement or representations in connection with its dealing with the other.
- 3.4 In the event of a conflict between the terms and conditions set forth in this Agreement, the terms and conditions that are most favorable to SHERIFF shall prevail.

### ARTICLE 4 CONSIDERATION

- 4.1 SHERIFF agrees to pay CONSULTANT, in the manner specified in Section 4.2, the amount of Eighty-Four Thousand Dollars (\$84,000) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by

CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon SHERIFF's obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONSULTANT to reimburse its expenses.

#### 4.2 METHOD OF BILLING AND PAYMENT

4.2.1 The compensation due CONSULTANT under Section 4.1 shall be paid in twelve (12) equal monthly payments of Seven-Thousand Dollars (\$7,000). CONSULTANT may submit invoices for compensation no more often than on a monthly basis, which invoices shall identify the services performed during the applicable monthly period. CONSULTANT shall submit all invoices to the Contract Administrator. An original invoice plus one (1) copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

4.2.2 SHERIFF shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement. All amounts paid by SHERIFF to CONSULTANT shall be subject to audit.

4.3 Notwithstanding any provision of this Agreement to the contrary, SHERIFF may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or the failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by SHERIFF.

4.4 Payment shall be made to CONSULTANT at:

The Rubin Group  
450 East Las Olas Blvd., Suite 1250  
Fort Lauderdale, FL 33301

ARTICLE 5  
INDEMNIFICATION CLAUSE

- 5.1 CONSULTANT shall indemnify, hold harmless and defend SHERIFF, his officers, employees, agents, servants, designees, attorneys, and legal representatives against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONSULTANT, its officers, employees, agents, servants, or subcontractors, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. To the extent considered necessary by the Contract Administrator and the General Counsel, any sums due CONSULTANT under this Agreement may be retained by SHERIFF until all of SHERIFF's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by SHERIFF. SHERIFF reserves the right to select defense counsel.
- 5.2 Nothing in this Agreement is intended nor shall be construed or interpreted to waive or modify SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may be hereafter amended.
- 5.3 The above indemnification provisions shall survive the expiration or termination of the Agreement.

ARTICLE 6  
EEO COMPLIANCE

- 6.1 CONSULTANT shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.
- 6.2 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by SHERIFF, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 6.3 CONSULTANT agrees that compliance with this Article constitutes a condition to this Agreement, and that it is binding upon the CONSULTANT, its successors,

transferees, and assignees. CONSULTANT will ensure that all SHERIFF permitted subcontractors are not in violation of this Article.

- 6.4 By execution of this Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). SHERIFF hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle SHERIFF to terminate this Agreement and recover from SHERIFF all funds paid by SHERIFF pursuant to this Agreement.

#### ARTICLE 7 EXPENSES

CONSULTANT shall be fully and solely responsible for any and all expenses incurred by CONSULTANT in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds, taxes and all other costs of doing business. CONSULTANT shall not, in any manner, incur indebtedness on behalf of SHERIFF.

#### ARTICLE 8 TERMINATION

- 8.1 Termination by Mutual Agreement – In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 8.2 Termination for Cause – In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure the material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, SHERIFF's policies and procedures concerning which, CONSULTANT was given prior to notice clearly labeled as important or the terms and conditions of this Agreement.
- 8.3 Termination Without Cause – SHERIFF shall have the right to immediately terminate this agreement without cause by providing CONSULTANT with written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
- 8.4 Termination for Lack of Funds – In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, SHERIFF may provide CONSULTANT with thirty (30) calendar

days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

- 8.5 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

## ARTICLE 9 CONFLICT OF INTEREST

- 9.1 In providing services under this Agreement, CONSULTANT represents that, upon the execution of this Agreement and continuing throughout the Agreement Term, the following are true and correct. In the event that any of the following representations become at any time not true, CONSULTANT shall immediately provide written notice of same to the Contract Administrator.

9.1.1 That CONSULTANT does not have any personal financial interest, direct or indirect, with any employee of SHERIFF.

9.1.2 That CONSULTANT does not represent any client whose interest is currently adverse to the interests of SHERIFF. If, during the term of this Agreement, CONSULTANT determines that a client it represents has or may potentially have an interest adverse to the interest of SHERIFF, or if CONSULTANT is notified by the Contract Administrator of an existing or potential adverse interest with a client of CONSULTANT, then CONSULTANT shall disclose such conflicting interest as required by Section 9.5. Additionally, before proposing, advocating, or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact SHERIFF and its operations, CONSULTANT shall, consistent with Section 9.5, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the Contract Administrator.

- 9.2 Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

- 9.3 CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against SHERIFF in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of SHERIFF or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude



such persons from representing themselves in any action or in any administrative or legal proceeding.

- 9.4 In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such permitted subcontractors, by written contract, from having any conflicts as within the meaning of this Article.
- 9.5 CONSULTANT further agrees that, in the performance of this Agreement, if any conflict of interest arises, including any adverse interest identified pursuant to Sections 9.1 through 9.3 of this Article, CONSULTANT shall disclose, in writing, such interest to SHERIFF within three (3) days from the date the conflict arises, or within three (3) days after CONSULTANT receives verbal or written notification from the Contract Administrator of an existing or potential adverse interest with a client of CONSULTANT under Section 9.1.2. Such written disclosure shall provide sufficient information concerning CONSULTANT's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which CONSULTANT is unable to provide the services described in Article 2.
- 9.6 In the event this Agreement is terminated pursuant to Section 9.5 or Article 8, CONSULTANT agrees, upon request of SHERIFF, to assist SHERIFF in obtaining the services of qualified individuals to perform the services identified in Article 2.

#### ARTICLE 10 RECORDS

- 10.1 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of SHERIFF; and, if a copyright is claimed, CONSULTANT grants to SHERIFF a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of SHERIFF and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.
- 10.2 SHERIFF shall have the right to audit the books, records, and accounts of CONSULTANT. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of CONSULTANT shall be kept in written form, or in a form capable of conversion into written form within a reasonable

time, and upon request to do so, CONSULTANT shall make same available at no cost to SHERIFF in written form.

- 10.3 CONSULTANT shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

#### ARTICLE 11 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision of SHERIFF. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of SHERIFF. No partnership, joint venture, or other joint relationship is created pursuant to this Agreement. SHERIFF does not extend to CONSULTANT or its agents any authority of any kind to bind SHERIFF in any respect whatsoever.

#### ARTICLE 12 SUBCONTRACTORS

CONSULTANT may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

#### ARTICLE 13 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor SHERIFF intends to directly or substantially benefit a third party or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party or entity shall be entitled to assert a right or claim against either of them based upon this Agreement.

ARTICLE 14  
NOTICES

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, addressed to the party for whom it is intended at the place last specified. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph. For the present, the Parties designate the following:

FOR SHERIFF:

Broward Sheriff's Office  
Office of the General Counsel  
2601 W. Broward Boulevard  
Fort Lauderdale, Florida 33312

FOR CONSULTANT:

Bill Rubin, President  
The Rubin Group  
450 East Las Olas Blvd., Suite 1250  
Fort Lauderdale, FL 33301

ARTICLE 15  
ASSIGNMENT AND PERFORMANCE

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONSULTANT, under any circumstances, without the prior written consent of SHERIFF.

ARTICLE 16  
CRIMINAL HISTORY

- 16.1 CONSULTANT represents that its principal owners, partners, corporate officers and employees do not have any past felony convictions or any pending criminal charges. CONSULTANT has disclosed all such convictions or pending criminal charges to SHERIFF and further agrees to disclose any future convictions or pending criminal charges.
- 16.2 CONSULTANT's employees, agents, servants or representatives directly performing services for CONSULTANT pursuant to this Agreement may be subject to a background screening conducted prior to performing such services. Such screening shall be at the expense of SHERIFF.

ARTICLE 17  
FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

ARTICLE 18  
NON-DISCLOSURE

- 18.1 CONSULTANT shall not use, commercialize or disclose (a) any reports, studies, data or other information provided by, or obtained from SHERIFF in connection with the services performed under this Agreement including, without limitation, criminal intelligence information, criminal investigative information, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (plans, accounting and financial information, personnel records, and the like) and other information designated as confidential (Confidential Information"), (b) any reports, studies, recommendations, data or other information relating to, or made or developed by CONSULTANT in the course of the performance of such services hereunder, or (c) the results of any such services performed.
- 18.2 If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.
- 18.3 The parties acknowledge that a breach of the provisions of this Article 18 will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.
- 18.4 The provisions of this Article shall remain in full force and effect and enforceable even after the expiration of this Agreement.

ARTICLE 19  
WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

ARTICLE 20  
COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 21  
SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid and unenforceable, such terms shall be deemed stricken and the remainder of the agreement shall remain in full force and effect.

ARTICLE 22  
PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a contractor, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. CONSULTANT's execution of this Agreement acknowledges CONSULTANT's representation that it has not been placed on the convicted vendor list. Violation of this Article by CONSULTANT shall result in termination of this Agreement and may cause CONSULTANT's debarment.

ARTICLE 23  
JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state

courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND SHERIFF HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 24  
PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

ARTICLE 25  
DRUG-FREE WORKPLACE

It is a requirement of SHERIFF that it enter into contracts only with firms that certify the establishment of a drug-free work place. Execution of this Agreement by CONSULTANT shall serve as CONSULTANT's required certification that it either has or that it will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, as may be amended from time to time.

ARTICLE 26  
REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

ARTICLE 27  
MISCELLANEOUS

- 27.1 Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

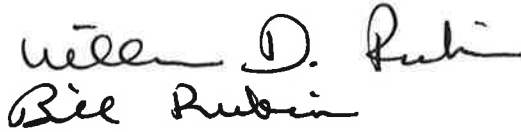
- 27.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.
- 27.3 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by SHERIFF and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.
- 27.4 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires. Whenever reference is made to an Article of this Agreement, such reference is to the Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Article.
- 27.65 Should a dispute arise between the parties under or relating to this Agreement, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) calendar days, either party may, upon written notice to the other party, require that the dispute be submitted to more senior representatives of each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.
- 27.6 CONSULTANT shall obtain all necessary permits and licenses required to provide the services contemplated herein.
- 27.7 Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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AGREEMENT BY AND BETWEEN SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND THE RUBIN GROUP.

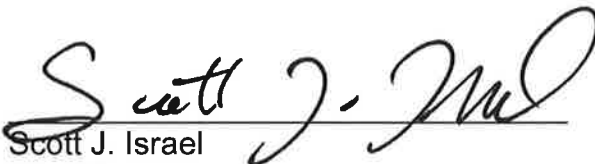
IN WITNESS, the parties hereby execute this Agreement on the dates set forth below:

**THE RUBIN GROUP**

  
Bill Rubin, President

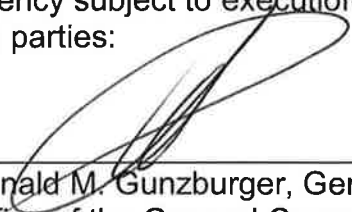
Date 2-6-13

**SCOTT J. ISRAEL, AS SHERIFF'S OF BROWARD COUNTY**

  
Scott J. Israel  
Sheriff

Date 2/7/13

Approved as to form and legal sufficiency subject to execution by the parties:

By   
Ronald M. Gunzburger, General Counsel  
Office of the General Counsel

Date 020713