

**LICENSE AGREEMENT BETWEEN  
BROWARD COUNTY AND  
THE BROWARD COUNTY SUPERVISOR OF ELECTIONS**

This License Agreement (“Agreement”) between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“County”), and the Broward County Supervisor of Elections, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“SOE”), is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”). County and SOE are hereinafter referred to collectively as the “Parties” and individually referred to as a “Party.”

**RECITALS**

- A. County owns or has long-term leases for the properties identified in **Exhibit A**, which are used by the Broward County Libraries Division as public libraries (each a “County Property” and, collectively, “County Properties”).
- B. In order to ensure convenient community access to the services of the Supervisor of Elections throughout Broward County at all times of the year, and particularly during the period leading up to any election, SOE desires to license from County space in the County Properties as permanent satellite offices of the SOE.
- D. County is willing to grant SOE a license to access and use the Licensed Premises, as specifically defined in Section 1 below, pursuant to the terms and conditions stated in this Agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Description of Licensed Premises.

County hereby grants to SOE the right, license, privilege, and permission to utilize the portions of the County Property more particularly described in the attached **Exhibit B** (“Licensed Premises”).

2. Term; Fee.

- 2.1. The term of this Agreement shall be effective for five (5) years commencing on the Effective Date (“Initial Term”). The Parties shall have the option to renew the Agreement for up to five (5) successive period(s) of five (5) years each (each 5-year extension shall be referred to as an “Extension Term”), which option shall be deemed to have been automatically exercised unless and until SOE or County provides written notice of its intent not to extend at least thirty (30) calendar days prior to the commencement of an

Extension Term. Each Extension Term shall be on the same terms and conditions as provided in this Agreement for the Initial Term. The Initial Term, and each Extension Term exercised by SOE, are collectively referred to in this Agreement as the "Term."

2.2. SOE shall not be required to pay a fee for the use of the Licensed Premises.

3. Use of Licensed Premises.

3.1. SOE may use and occupy the Licensed Premises only to operate a permanent SOE office, which may include providing direct services to members of the public and other election-related services ("Permitted Use"). SOE and its employees, agents, members, visitors, and invitees will have access to the Licensed Premises for the Permitted Use. The County shall provide a storage space within each County Property at a location mutually agreeable to the Parties to be used by the SOE for storage in connection with the Permitted Use. Except for the 45-day period before any election, the SOE is authorized to use the Licensed Premises during such hours as are designated by the SOE and agreed to in writing by the Director of the Broward County Libraries Division between the hours of 6:00 a.m. and 6:00 p.m. During the 45-day period before any election, the SOE is authorized to use the Licensed Premises up to 24-hours per day during the hours designated by the SOE and agreed to in writing by the Director of the Broward County Libraries Division. If the hours designated by the SOE fall outside of the hours of operation of the library operating at the County Property, the SOE shall be responsible for providing security during the hours when the library is not operating and for instituting appropriate protocols to ensure the safety of its employees and customers. The Licensed Premises shall not be used for any other purpose whatsoever or during any other hours without County's prior written consent.

3.2. In connection with the SOE's Permitted Use of the Licensed Premises, SOE covenants that SOE and its employees, agents, members, visitors, and invitees shall not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Licensed Premises; (ii) take any action, or keep anything in or about the Licensed Premises, that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the Licensed Premises; and (iv) use or occupy the Licensed Premises in any manner that will violate any laws or regulations of any governmental authority. SOE shall be responsible for obtaining any permits required for the Permitted Use.

3.3. County reserves the right to, at any time throughout the term of this Agreement, prescribe additional rules regarding the Permitted Use of the Licensed Premises as the County deems necessary for the appropriate operation and preservation of the safety and care of the Licensed Premises.

4. Alterations and Improvements.

SOE may not make any alteration, adjustment, partition, addition, or improvement to the Licensed Premises or any part thereof without obtaining County's prior written consent. All requests by SOE shall be in writing and shall contain all pertinent plans and

specifications.

5. Assignment or Encumbrances.

Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by SOE. If SOE violates this section, County shall have the right to immediately terminate this Agreement.

6. Inspections.

County, and its agents, and any authorized employee of said agents, may enter upon the Licensed Premises to determine if SOE is using the Licensed Premises in accordance with the terms of this Agreement.

7. Insurance.

7.1. Nothing herein is intended to serve as a waiver of sovereign immunity by County or SOE. SOE is a governmental entity and is fully responsible for the negligent or wrongful acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

7.2. Within five (5) calendar days after request by County, SOE must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If SOE holds any excess liability coverage, SOE must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

7.3. If SOE maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

7.4. The foregoing requirements shall apply to SOE's self-insurance, if any.

7.5. County reserves the right to periodically review any and all insurance policies required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

8. SOE's Property on the Licensed Premises.

8.1. The SOE may place its personal property ("SOE's Property") on the Licensed Premises. The SOE's Property shall belong to the SOE and shall be maintained and used on the Licensed Premises at the SOE's sole risk and obligation. The County shall not be liable for any damage to the SOE's Property or any theft, misappropriation, or loss thereof, except in the event of the gross negligence or willful misconduct of the County, its agents or its employees. Nothing herein shall be deemed, construed, or asserted as the County waiving its sovereign immunity or waiving any limits established by Section 768.28,

Florida Statutes.

- 8.2. County shall have no liability or responsibility whatsoever for SOE's Property and the property of SOE's employees, agents, volunteers, subcontractors, visitors, and invitees that was placed upon or located within the Licensed Premises during the term of this Agreement.
- 8.3. Upon the expiration or termination of this Agreement, SOE shall remove all of SOE's Property from the Licensed Premises. If any of the SOE's Property is not removed from the Licensed Premises within sixty (60) calendar days after the expiration or termination of this Agreement ("Removal Period"), such property shall be deemed the property of the County without further liability to the SOE. Notwithstanding the preceding sentences, the SOE may, upon obtaining the prior written approval of the County, have additional time to remove the SOE's Property from the Licensed Premises after the Removal Period.

9. Maintenance and Repair of Licensed Premises.

- 9.1. County shall be responsible for the maintenance and repair of the Licensed Premises and shall keep the Licensed Premises in good structural repair and in compliance with all applicable laws, ordinances, orders, or regulations of any federal, state, County, or municipal authority now or hereafter in effect.
- 9.2. SOE shall give County prompt written notice, in compliance with the "Notices" section of this Agreement, of any occurrence, incident, or accident occurring on the Licensed Premises. SOE shall also immediately notify County's on-site security staff if any damages should occur to the Licensed Premises.

10. Termination.

This Agreement may be terminated for convenience either by the County or SOE. Termination for convenience by County or SOE shall be effective on the termination date stated in the written notice provided by County or SOE, which termination date shall be not less than thirty (30) days after the date of such written notice. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

11. County Administrator.

The County Administrator or a designee of the County Administrator shall serve as the Contract Administrator of this Agreement. The County Administrator is authorized to exercise County's rights and obligations under this Agreement, including, but not limited to, giving written consent to SOE's requests, terminating or renewing this Agreement, and temporarily suspending SOE's use of the Licensed Premises. The County Administrator is further authorized to amend **Exhibit A** and **Exhibit B** of this Agreement and to execute any such amendments in order to increase, decrease, or provide substitute locations for the Licensed Premises. The County Administrator is defined as the administrative head of

County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

12. Amendments.

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

13. Notices.

In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

To County:

County Administrator  
Broward County Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [bhenry@broward.org](mailto:bhenry@broward.org)

With copies to:

Real Property Section  
Broward County Governmental Center, Room 501  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [lmahoney@broward.org](mailto:lmahoney@broward.org)

To SOE:

Joe Scott  
Broward County Supervisor of Elections  
Broward County Governmental Center, Room 102  
115 S. Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [JScott@broward.soe.org](mailto:JScott@broward.soe.org)

With copies to:

Nathaniel A. Klitsberg  
Office of the County Attorney  
Broward County Governmental Center, Room 102  
115 S. Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: nklitsberg@broward.org

14. Third-Party Beneficiaries.

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

15. Compliance with Laws.

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

16. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any provision is deemed invalid by a court of competent jurisdiction, it shall be considered severed from this Agreement, and such severance shall not invalidate the remaining provisions.

17. Joint Preparation.

This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

18. Interpretation.

The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes 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 section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section

as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection.

19. Severability.

In the event that any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

20. Priority of Provisions.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or referenced or incorporated herein and any provision in this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

21. 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. The 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, SOE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

22. 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.

23. Acknowledgment of Authority.

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

24. Multiple Originals; Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

25. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County Public Health Unit.

**[SIGNATURE PAGES AND EXHIBIT FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Agenda Item # \_\_), and the BROWARD COUNTY SUPERVISOR OF ELECTIONS, signing by and through the Supervisor of Elections, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Signature)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

\_\_\_\_\_  
(Print Name of Witness)

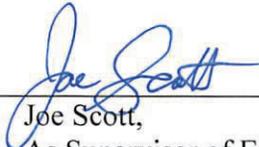
By \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

AEA  
05/27/2021  
#567943  
License – SOE Satellite Office

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND SUPERVISOR OF ELECTIONS**

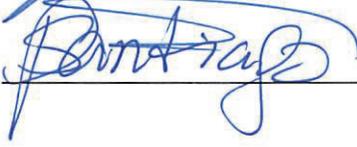
SOE

BROWARD COUNTY  
SUPERVISOR OF ELECTIONS

By:   
Joe Scott,  
As Supervisor of Elections of Broward County

Date: 5/26/21

Witnessed: 

Witnessed: 

Approved as to form and legal sufficiency:

By:   
Andrew J. Meyers  
Broward County Attorney:  
by Nathaniel A. Klitsberg  
Senior Assistant County Attorney  
General Counsel, Broward County  
Supervisor of Elections

Date: 05/27/2021

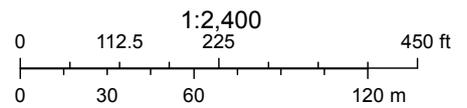
**EXHIBIT A**

County Properties

EXHIBIT "A"  
MIRAMAR LIBRARY  
2050 Civic Center Place, Miramar, Florida 33025  
Folio Number 5140-2413-0030

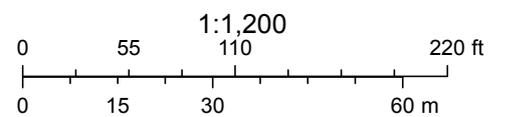


May 19, 2021



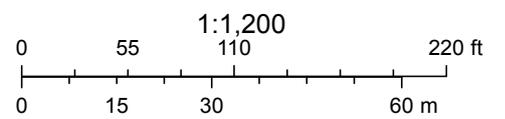


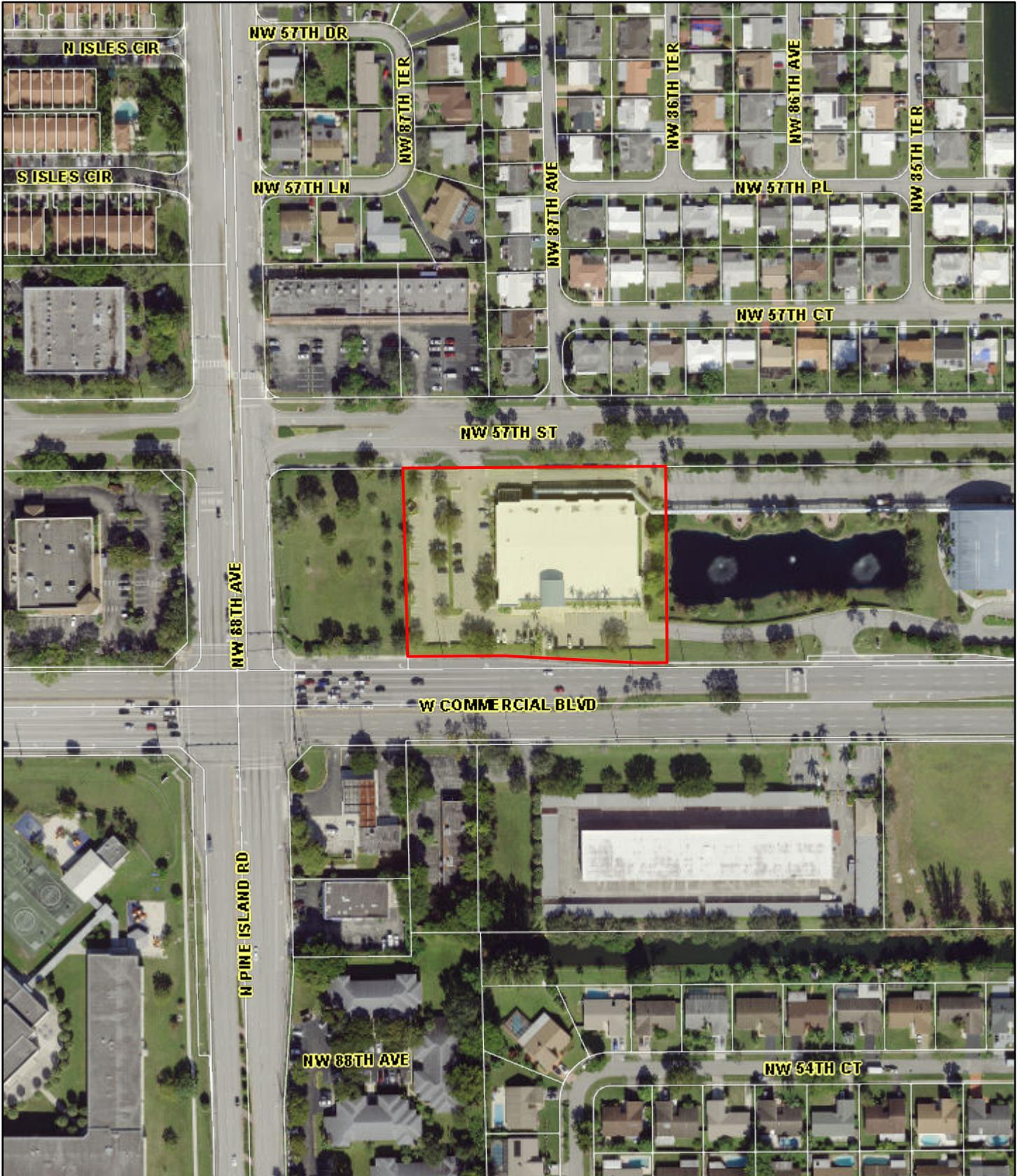
May 19, 2021



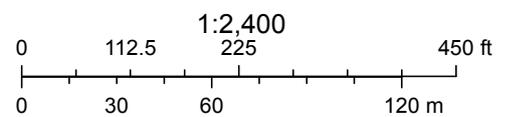


May 19, 2021





May 19, 2021

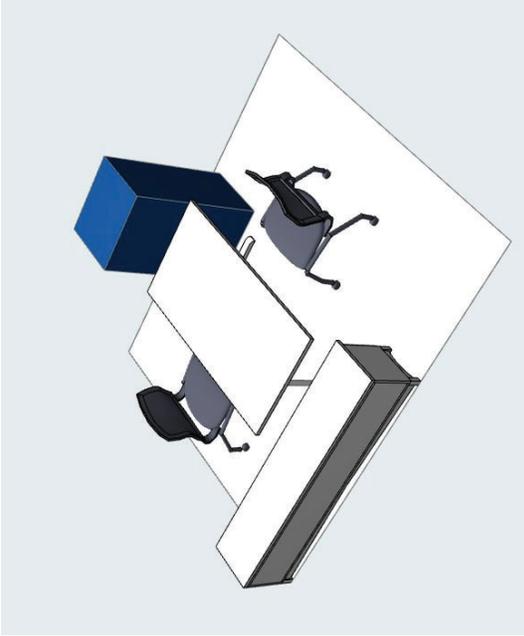


**EXHIBIT B**

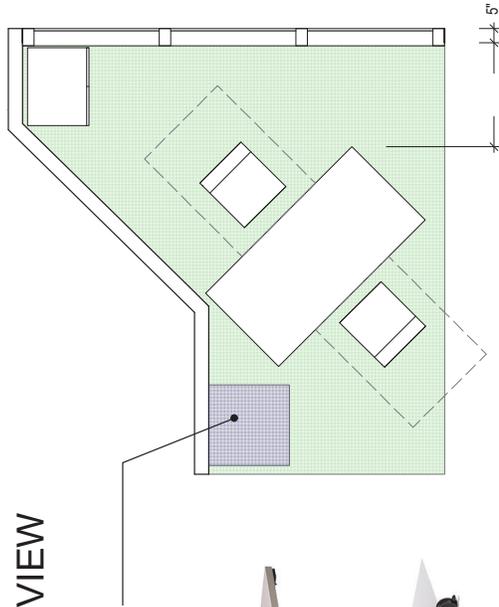
Licensed Premises



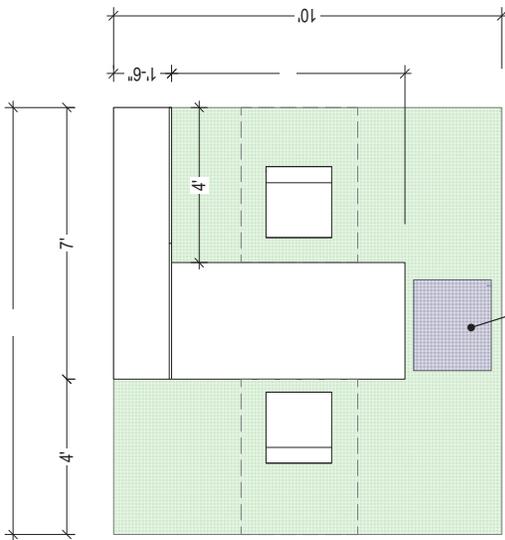
3D VIEW TAMARAC



3D VIEW



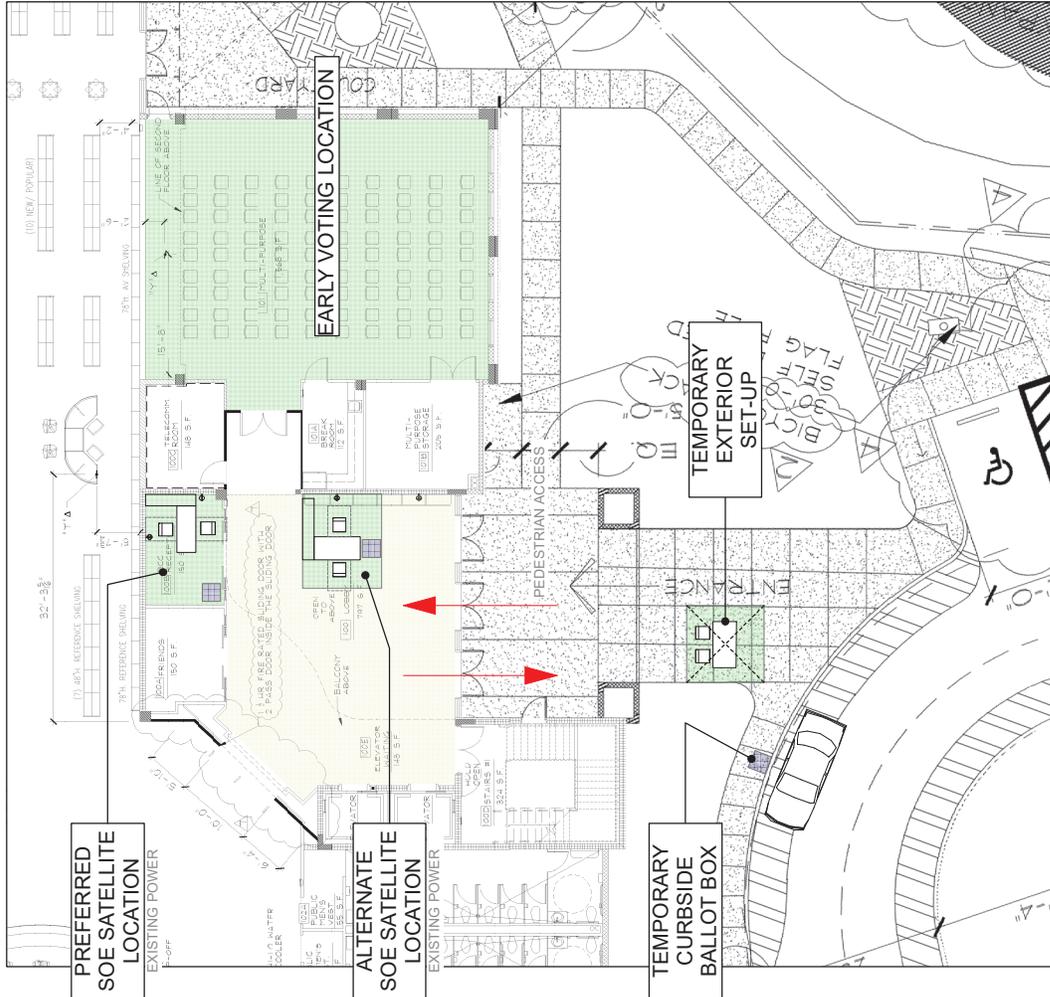
2D VIEW TAMARAC



2D VIEW



SOE SATELLITE | TYPICAL

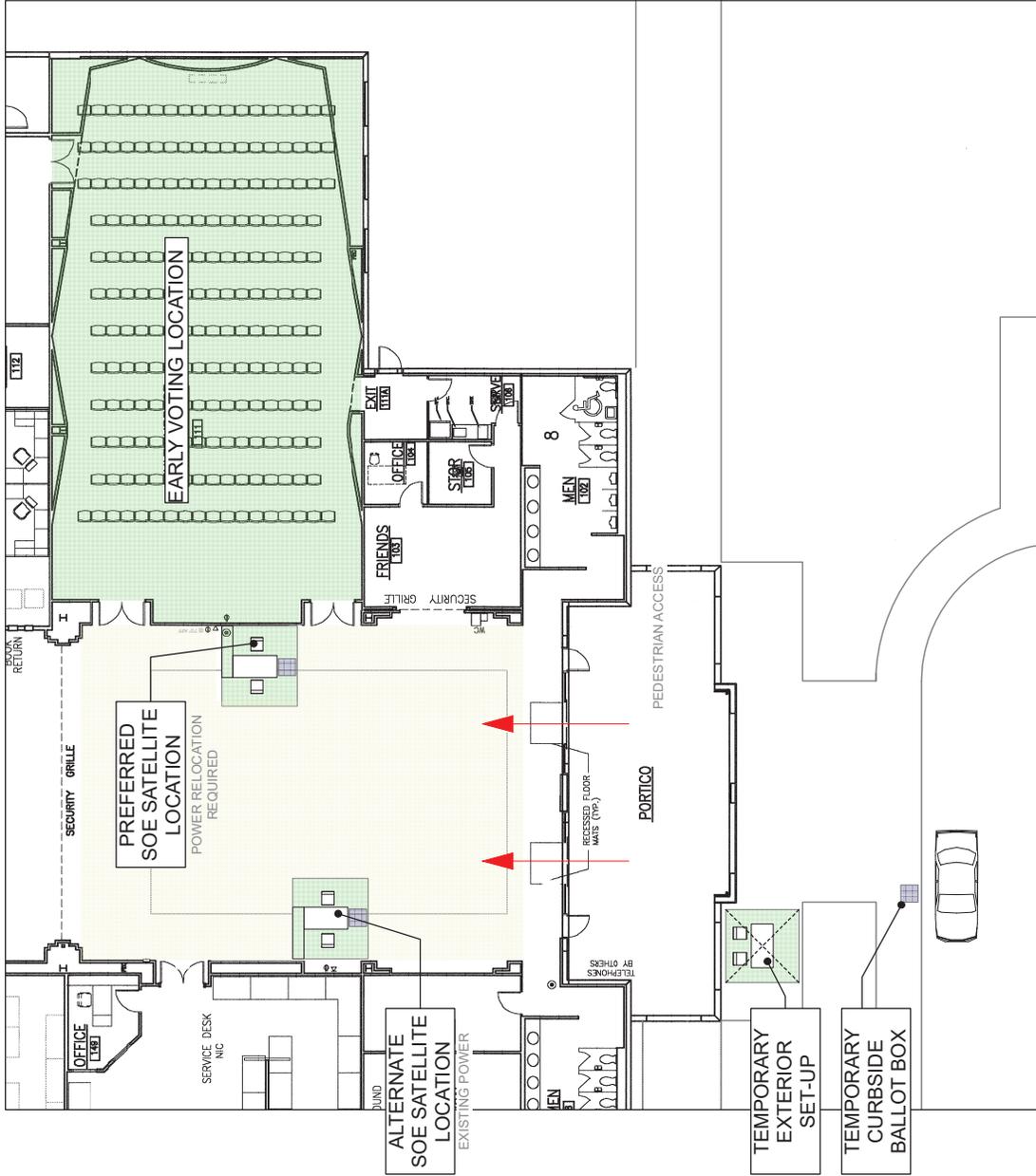


ENLARGED ENTRY PLAN

NOTE: PERMANENT STORAGE LOCATION FOR TEMPORARY SET UP EQUIPMENT IN LIBRARY IS TO BE DETERMINED.

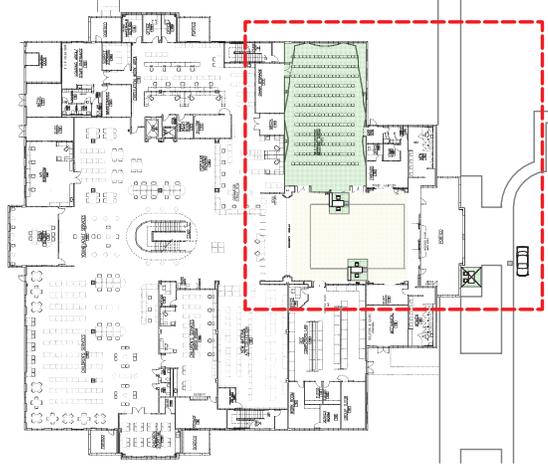


OA GROUND PLAN



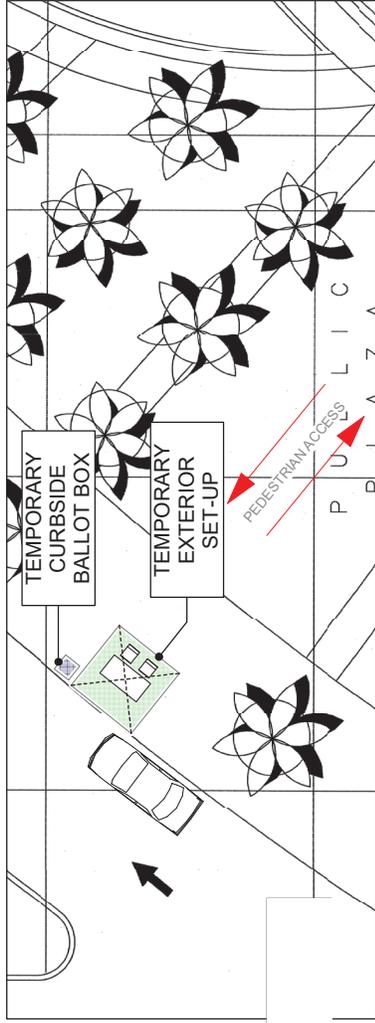
ENLARGED PLAN AT ENTRANCE

NOTE: PERMANENT STORAGE LOCATION FOR TEMPORARY SET UP EQUIPMENT IN LIBRARY IS TO BE DETERMINED.

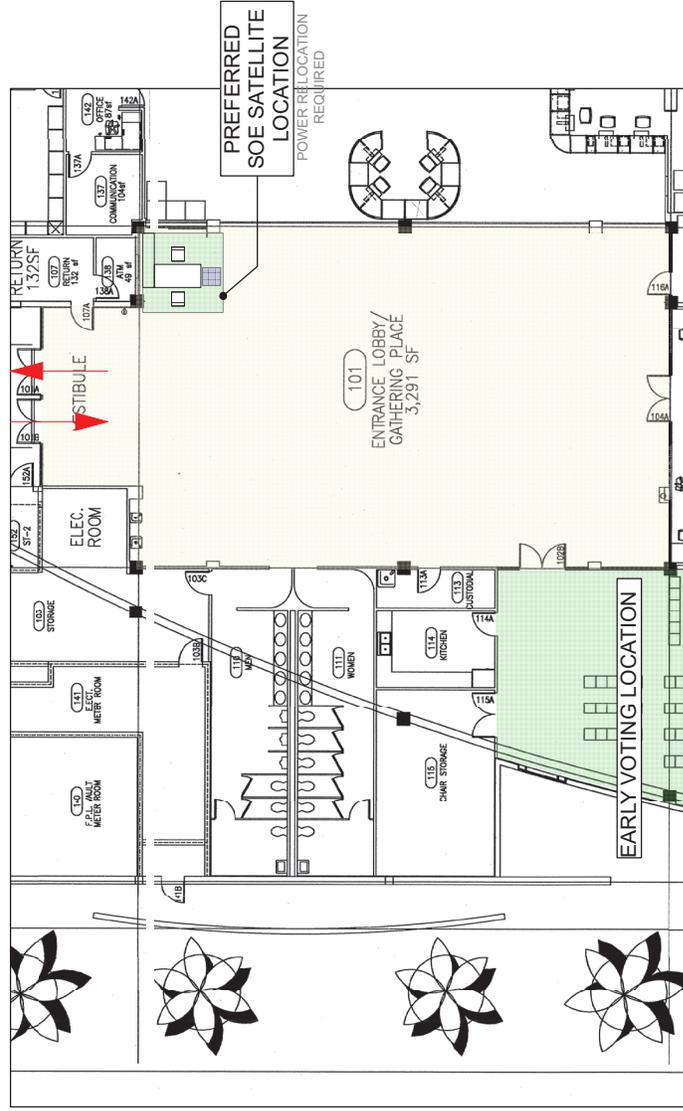


OA GROUND FLOOR

# SOE SATELLITE | SW REGIONAL LIBRARY

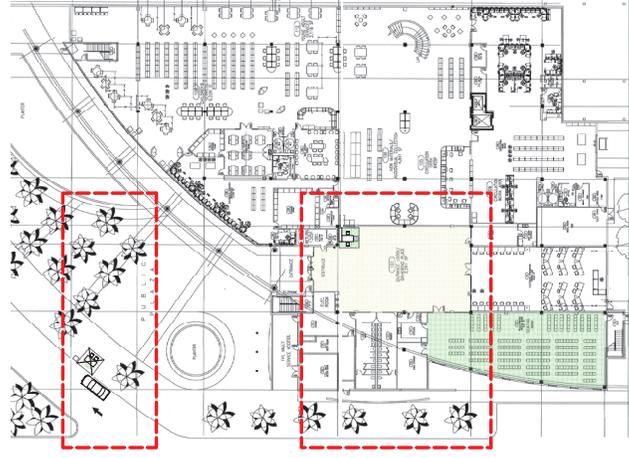


CURBSIDE DROP-OFF



ENLARGED PLAN AT ENTRANCE

NOTE:  
PERMANENT STORAGE LOCATION FOR TEMPORARY SET UP  
EQUIPMENT IN LIBRARY IS TO BE DETERMINED.



OA GROUND FLOOR

# SOE SATELLITE | NW REGIONAL LIBRARY

