

**LICENSE AGREEMENT BETWEEN  
CITY OF POMPANO BEACH AND  
SUPERVISOR OF ELECTIONS OF BROWARD COUNTY**

This License Agreement (“Agreement”) between the City of Pompano Beach (“City”), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, and the Supervisor of Elections of Broward County, whose address is 115 South Andrews Avenue, Suite 102, Fort Lauderdale, Florida 33301 (“SOE”), is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”). City and SOE are hereinafter referred to collectively as the “Parties” and individually referred to as a “Party.”

**RECITALS**

A. City owns or has a long-term lease for the property identified in Exhibit A. (“City Property”).

B. In order to ensure convenient community access to the services of SOE throughout Broward County at all times of the year, and particularly during the period leading up to any election, SOE desires to re-open a permanent branch office inside City Property pursuant to the terms of this Agreement.

C. City 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. City hereby grants to SOE the right, license, privilege, and permission to utilize the portions of the City Property more particularly described in the attached Exhibit B (“Licensed Premises”). The Licensed Premises shall include electrical outlets as may be needed by SOE for its activities. If requested by SOE, City shall make available both telephone and internet connections to the Licensed Premises. During the period commencing forty-five (45) days before any election where the Licensed Premises will be utilized by SOE as an early voting site or for placement of a vote-by-mail ballot drop box, the license given by City to SOE shall include space (as may be coordinated between SOE and City) in the parking lot of the City Property, for placement of a vote-by-mail ballot drop box and for SOE staff to monitor the drop box.
2. Term; Fee.
  - 2.1. The term of this Agreement shall be effective for two (2) 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 two (2) years each (each 2-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 City 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 branch 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, invitees, and members of the general public will have access to the Licensed Premises for the Permitted Use. The City shall provide a storage space on City Property at a location mutually agreeable to the Parties to be used by SOE for storage in connection with the Permitted Use. Except for the 45-day period before any election, SOE is authorized to use the Licensed Premises on Tuesdays and Thursdays between the hours of 2:00 p.m. and 6:00 p.m. These hours may be modified by SOE, provided such hours are between 6:00 a.m. and 6:00 p.m. and agreed to in writing by the City Manager or his or her designee. During the 45-day period before any election, SOE is authorized to use the Licensed Premises up to 24-hours per day on the Monday and Tuesday prior to the election. These hours may be modified by SOE, provided the modification is agreed to in writing by the City Manager or his or her designee. If the hours designated by SOE fall outside of the hours of operation of the City Property, SOE shall be responsible for providing security during the hours when the City Property 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 City's prior written consent.

3.2. In connection with 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. City 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 City 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 City'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, City shall have the right to immediately terminate this Agreement.
6. Inspections. City, 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 City or SOE. SOE and City are each governmental entities and are fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.
  - 7.2. Within five (5) calendar days after request by City, SOE must provide City with written verification of liability protection that meets or exceeds any requirements of Florida law. A letter from Broward County confirming SOE's inclusion within Broward County's self-insurance program constitutes acceptable evidence of liability protection. If SOE holds any excess liability coverage, SOE must ensure that City is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to City.
  - 7.3. If SOE maintains broader coverage or higher limits than the minimum coverage required under Florida law, City 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 (whether direct or through Broward County), if any.
  - 7.5. City 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. SOE may place its personal property ("SOE's Property") on the Licensed Premises. SOE's Property shall belong to SOE and shall be maintained and used on the Licensed Premises at SOE's sole risk and obligation. The City shall not be liable for any damage to SOE's Property or any theft, misappropriation, or loss thereof, except in the event of the gross negligence or willful misconduct of the City, its agents or its employees. Nothing herein shall be deemed, construed, or asserted as the City waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.
- 8.2. City 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 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 City without further liability to SOE. Notwithstanding the preceding sentences, SOE may, upon obtaining the prior written approval of the City, have additional time to remove SOE's Property from the Licensed Premises after the Removal Period. SOE shall, upon expiration or termination, return the Licensed Premises to the original condition, to the extent possible.
- 8.4. SOE shall be responsible for repair or replacement of property or materials due to any damage caused to the Licensed Premises by SOE's employees, agents, volunteers, and subcontractors during the term of this Agreement.

9. Maintenance and Repair of Licensed Premises.

- 9.1. City 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 City 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 City's on-site security staff if any damages should occur to the Licensed Premises. If City does not have on-site security staff, SOE shall provide prompt telephonic notice to the City through the City Manager or his or her designee.

10. Termination. This Agreement may be terminated for convenience either by City or SOE, but City shall not have the right to terminate for convenience during the period commencing sixty (60) days before and ending fifteen (15) days after any state or federal election where the Licensed Premises are to be used by SOE as an early voting site or where SOE will be placing a vote-by-mail ballot drop box. Termination for convenience by City or SOE shall be effective on the termination date stated in the written notice provided by City 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. Contract Administrator. The City Manager or a designee of the City Manager and the Chief Deputy Supervisor of Elections shall each serve as the Contract Administrator of this Agreement for City and SOE, respectively. The City Manager or the designee is authorized to exercise City’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 City Manager or his or her designee represents that s/he 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.
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 City:

Gregory P. Harrison  
City Manager  
100 West Atlantic Boulevard,  
Pompano Beach, Florida 33060  
Email: greg.harrison@copbfl.com

With copies to:

Brian Donovan  
Assistant City Manager  
brian.donavan@copbfl.com

To SOE:

Joe Scott  
Supervisor of Elections of Broward County  
Broward County Governmental Center, Suite 102  
115 S. Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: JScott@broward.soe.org

With copy to:

Nathaniel A. Klitsberg  
Office of the County Attorney  
Broward County Governmental Center, Suite 423  
115 S. Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: nklitsberg@broward.org

14. Third-Party Beneficiaries. Neither SOE nor City 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 City 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. 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.
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. 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.

20. 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 CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
21. 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.
22. 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.
23. 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.
24. 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 EXHIBITS FOLLOW]**

WHEREAS, the Parties have made and executed this License Agreement between City of Pompano Beach and Supervisor of Elections of Broward County on the respective dates under each signature: JOE SCOTT, in his capacity as SUPERVISOR OF ELECTIONS OF BROWARD COUNTY, and CITY OF POMPANO BEACH, signing by and through its Mayor and City Manager, duly authorized to execute same.

**SUPERVISOR OF ELECTIONS OF BROWARD COUNTY**

WITNESS:

SUPERVISOR OF ELECTIONS OF BROWARD COUNTY

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

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

JOE SCOTT

\_\_\_\_ day of \_\_\_\_\_, 2021

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

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

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

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

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

De'Anne A. Jackson (Date)

Assistant County Attorney

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

Nathaniel A. Klitsberg (Date)

Senior Assistant County Attorney

DAJ/vu  
Pompano Beach and SOE License Agreement  
10/18/2021  
iManage file #:



**LICENSE AGREEMENT BETWEEN  
CITY OF POMPANO BEACH AND  
SUPERVISOR OF ELECTIONS OF BROWARD COUNTY**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

MEB:jrm  
10/5/21  
L:agr/clerk/2022-05

**EXHIBIT A**

City Property

Address of City Property:  
E. Pat Larkins Community Center  
520 N.W. 3rd Street  
Pompano Beach, Florida 33060



## **EXHIBIT B**

### Description of Licensed Premises

City will provide the SOE office space in the lobby of the City Property to place a desk, chair, and other office equipment as may be needed so that the SOE may utilize the Licensed Premises for its intended purpose as a permanent branch office.