



## Candidate Financial Reporting System Sublicense Agreement for Municipalities

This Candidate Financial Reporting System Sublicense Agreement for Municipalities (“Agreement”) is between the Broward County Supervisor of Elections, a Broward Constitutional Officer (“BCSOE”) and the City of Cooper City, Florida, a Florida municipal corporation (“Municipality”), (each a “Party” and collectively referred to as the “Parties”).

### RECITALS

A. VR Systems, Inc. (“VRS”) is the owner and developer of a financial reporting system software and website (“FRSS”), which permits, among other things, (1) Candidates and Political Committees (as those terms are defined herein) to create and submit electronic financial reports required by municipalities and Florida law; (2) members of the public to access such financial reports; and (3) BCSOE and municipalities to perform certain administrative functions related to financial reporting activities by Candidates and Political Committees (the “Service”).

B. BCSOE and VRS entered into a Candidate Financial Reporting Service, License, Maintenance and Support Agreement (the “License Agreement”), dated September 16, 2019 (Exhibit 1 hereto), which granted BCSOE a license to use and sublicense FRSS and the Service to municipalities located within Broward County on the terms and conditions set forth therein.

C. BCSOE desires to sublicense FRSS and the Service to the Municipality per the terms set forth in the License Agreement and this Agreement.

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

1. Unless stated otherwise herein, the definitions in the License Agreement shall apply to this Agreement. The following additional terms shall have the following meanings:

a. “Authorized Users” of Municipality means Municipality’s officers, agents, staff members, representatives, and any Candidate or Political Committee granted access to the Service through Municipality solely for the purpose of and to facilitate Municipality’s Permitted Use on the terms and conditions set forth in this Agreement.

b. “Documentation” means user manuals, technical manuals, and other materials provided by VRS, in printed, electronic, or other form, that describe the operation, use, or technical specifications of the FRSS.

c. The terms “Candidate” and “Political Committee” shall have the meanings set forth in Section 106.011, Florida Statutes, as applicable to Municipality’s municipal elections.

2. Scope of Sublicense; Permitted Use. Municipality is hereby granted a nonexclusive, nontransferable, nonsublicensable, revocable, limited sublicense to use and access the Service, subject to the terms and conditions set forth in the License Agreement and the Documentation, for the sole purpose of permitting financial reporting activities by Candidates and Political Committees in connection with Municipality's municipal elections (the "Permitted Use"). FRSS and the Service shall not be used for any other purpose or in any other manner. Except as explicitly provided herein, Municipality shall not provide any other person or entity access, whether directly or indirectly, to FRSS or the Service. Municipality shall require its Authorized Users to use FRSS and the Service only as permitted herein and to comply with the terms of this Agreement and the License Agreement.

3. Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, Municipality shall not reproduce, publish, or license any part of FRSS, the Service, or the Documentation to others. Municipality shall not modify, reverse engineer, disassemble, or decompile FRSS, the Service, the Documentation, or any portion thereof, except (a) to the extent expressly authorized in this Agreement, or (b) to the extent permitted under any applicable open-source license.

4. Access Provided by VRS Upon Notice by BCSOE. Upon execution of this Agreement, BCSOE will notify VRS to permit Municipality's access to FRSS and the Service, and Municipality will be provided with unique credentials for such access. Municipality shall ensure that its Authorized Users comply with all terms and conditions set forth in this Agreement, the License Agreement, and the Documentation. Municipality is fully responsible and liable for any and all unauthorized access to or misuse of FRSS, the Service, or the Documentation. BCSOE or VRS may independently terminate access to Municipality's Authorized Users for failure to comply with the terms of this Agreement or the License Agreement.

5. Documentation and Training. Municipality shall contact and look solely to VRS, and not BCSOE, to obtain the Documentation and any requested training regarding FRSS or the Service, which training shall be as set forth in the License Agreement.

6. Indemnification. Municipality agrees to indemnify, defend, and hold BCSOE harmless for any claims asserted by a third party, whether made by VRS or another entity, arising out of or relating to any breach of this Agreement or the License Agreement by Municipality or any of its Authorized Users, or any other act or omission by Municipality or any of its Authorized Users relating to FRSS, the Service, this Agreement, or the License Agreement. This section shall survive the termination of all performance or obligations under this Agreement.

7. Compliance by Authorized Users. Municipality shall advise its Authorized Users of their obligation to use FRSS and the Service only as permitted under this Agreement and the License Agreement, and shall promptly advise BCSOE in writing if it learns of any unauthorized use. In addition, Municipality agrees to cooperate fully and provide all reasonable assistance to ensure compliance by its Authorized Users with the terms of this Agreement and the License Agreement.

8. VRS Proprietary Rights. FRSS and the Documentation are the sole property of VRS or third-party licensor. Municipality shall not have any right, title, or interest to any such intellectual property except as expressly provided in this Agreement and shall take reasonable steps to secure and protect VRS's proprietary rights consistent with Municipality's obligations under this Agreement.

9. Fee. Municipality will pay BCSOE for use of FRSS and the Service in the amounts set forth in Exhibit 2 hereto, as may be amended from time to time. BCSOE shall invoice Municipality in accordance with Exhibit 2, as may be amended, and Municipality shall pay the invoiced amount within 30 days after the invoice date. If the cost to BCSOE of FRSS or the Service increases, the Parties shall cooperate to amend Exhibit 2 to reflect Municipality's share of the increase in costs to BCSOE.

10. Term. This Agreement begins on the date it is executed by BCSOE ("Effective Date") and continues for one (1) year or until the expiration or termination of the License Agreement, whichever happens first, unless otherwise terminated pursuant to the terms in this Agreement (the "Initial Term"). The Agreement will automatically extend for successive one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated herein unless either Party elects not to renew by sending notice to the other Party at least ten (10) days prior to the expiration of the then-current Term. The Initial Term and any Extension Term(s) as defined herein are collectively referred to as the "Term." All rights and obligations granted in this Agreement shall terminate immediately at the end of the Term.

11. Fiscal Year; Appropriations. The continuation of this Agreement beyond the end of Municipality's or BCSOE's fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

12. Termination. This Agreement may be terminated by either Party for convenience upon at least ten (10) days' prior notice through written notice of termination. In addition, this Agreement may be terminated for cause by BCSOE upon written notice to Municipality if, after receipt of written notice from BCSOE identifying a breach by Municipality, Municipality has not corrected the breach within twenty-four (24) hours. If either Party terminates this Agreement for convenience or if BCSOE terminates this Agreement for cause, Municipality is not entitled to a refund of any amounts paid by Municipality.

13. Notice and Payment Address. 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 e-mail, 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.

For Supervisor:

Joe Scott, Supervisor of Elections  
115 South Andrews Avenue, Room 102  
Fort Lauderdale, Florida 33301  
E-mail: jscott@browardvotes.gov

*With a copy to:*

Broward County Attorney's Office  
Attn: Devona A. Reynolds Perez  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Email addresses: dreynoldsperez@broward.org

For Municipality:

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

*With a copy to:*

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

14. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law. This section shall survive the termination of all performance or obligations under this Agreement.

15. Law, 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

16. Verification of Employment Eligibility. The Parties are public agencies subject to Section 448.095, Florida Statutes, and, as a condition precedent to the effectiveness of this Agreement, each Party agrees to comply with its respective obligations as provided by law.

17. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law regarding public records.

18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of BCSOE and Municipality. Notwithstanding the foregoing, Municipality agrees to be bound by any duly executed amendments to the License Agreement.

19. Prior Agreements; Application of License Agreement to Municipality; Conflict. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein. In the event of any conflict between this Agreement and the License Agreement, the terms of this Agreement shall prevail and be given effect.

20. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

21. Third-Party Beneficiaries. Neither BCSOE nor Municipality intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge 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.

22. Independent Contractor. Municipality is an independent contractor of BCSOE, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Municipality nor its agents shall act as officers, employees, or agents of BCSOE. Contractor shall not have the right to bind BCSOE to any obligation not expressly undertaken by BCSOE under this Agreement.

23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

24. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**Candidate Financial Reporting System Sublicense Agreement for Municipalities**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by and through its \_\_\_\_\_ duly authorized to execute same.

**BROWARD COUNTY SUPERVISOR OF ELECTIONS**

By: \_\_\_\_\_  
Joe Scott, Broward County Supervisor of Elections

\_\_\_\_\_ day of \_\_\_\_\_, 202\_

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

By: \_\_\_\_\_  
Devona A. Reynolds Perez (Date)  
Assistant County Attorney



**Exhibit 1 – The License Agreement**



**Exhibit 2 –Fees**

Annually, beginning with the first invoice period set forth below, Municipality shall pay BCSOE the following amounts within thirty (30) days after receipt of an invoice from BCSOE for the applicable invoice period.

<b>Annual Fee</b>	\$ 1,404.00
<b>First Invoice Period</b>	6/5/2024 through 6/4/2025