

Exhibit A
Scope of Authorization
Nautical Flea Market

Introduction/Background:

The City of Pompano Beach and the City of Lighthouse Point have co-sponsored the Nautical Flea Market since 2007. The City of Pompano Beach and the City of Lighthouse Point mutually sponsor and organize the annual Event, with the CITIES sharing the net proceeds

Objective: The Nautical Flea Market's purpose is a family friendly multi day event that provides an opportunity for patrons to browse over 200 new and used nautically themed vendor booths.

Scope of Work: This Event will have a combination of booths, stages, vendors, tents, and port-o-lets in a location within the Permitted Area as noted on site plan.

DATES AND TIME OF EVENT will be a weekend in the month of January, and mutually agreed upon between the two CITIES.

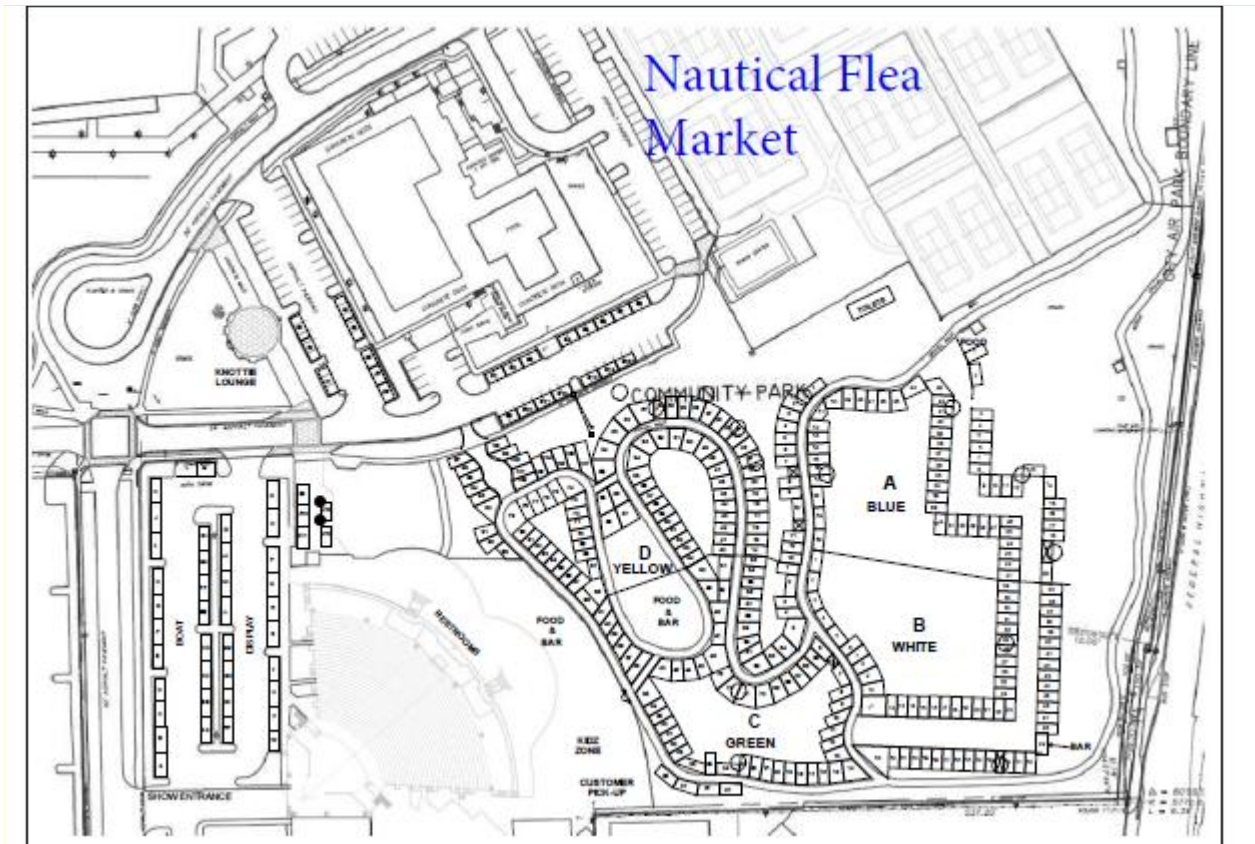
If because of circumstances beyond the control of the CITIES, the mutually agreed upon date must be changed, the CITIES will work cooperatively toward rescheduling to a reasonable alternative date. The date of the subsequent Event shall similarity be determined by mutual agreement of the CITIES, and shall be set so as not to interfere with previously planned events at or near the Event location. Subsequent events, by mutual agreement of the CITIES, may be lengthened from three to four consecutive days.

Fees: CITIES agree that the fees to be charged for the Events shall be set by mutual agreement. Staff from the City of Pompano Beach shall collect admission fees at the gate. CITIES shall charge vendors a fee to be mutually agreed upon by both CITIES for rental of booth space plus sales tax. CITY OF POMPANO BEACH will collect Vendor Fees via Rec Trac cash register system.

Concession Services: Food and drinks shall be provided by the concession company under contract with CITY OF POMPANO BEACH for the Event or provided by a mutually agreed civic organization or non-profit organization. The CITIES shall have exclusive rights to the concession rights for souvenir items associated with the event, such as t-shirts. Alcoholic beverages may be sold at this Event and confined to the Permitted Area granted that all required permits including, but not limited to, the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation have been obtained.

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Site Plan:



Summary Schedule of Tasks and Deliverables

Expenses: CITIES shall each pay fifty percent (50%) of the actual cash expenses incurred by either party relating to the holding of the Event which shall include, but is not limited to, police/reserve officer security, cleanup, damage repair costs for CITY OF POMPANO BEACH property (real or personal), portable restrooms, utilities, supplies, Fire Department services, advertisement, fences, insurance, legal liability, or any other Event-related expense incurred by the CITIES directly attributable to the Event, its organization, promotion, or occurrence. Actual cash expenses, as the term is utilized in this paragraph, shall also include payment for off-duty police officers. CITIES shall exchange itemized accountings of such expenses within sixty (60) days of the conclusion of the Event.

Gross Revenues: All revenues generated from the Event, whether from admission fees, vendor fees, concession sales (whether direct or through the concessionaire under contract with POMPANO BEACH), advertisement sales, or through any other source, shall be split between CITIES in an equal (50%) manner. CITIES shall exchange itemized accountings of such revenues generated within sixty (60) days of the conclusion of the Event.

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Disbursement of Net Proceeds: Fifty percent (50%) net proceeds (including any set-offs required as a result of the collection of revenues or incurring of expenses outlined above) shall take place no later than one hundred twenty (120) days after the conclusion of the Event. "Net Proceeds" are herein defined as gross revenues less expenses connected with the Event. During these one hundred twenty (120) days after the conclusion of the Event, CITIES may independently or jointly conduct internal audits of the financial reports required herein. CITIES shall cooperate with each other in this regard and make full disclosure of the books and records related to said financial reports. The results of these internal audits shall be available for review by either party upon request. There shall be a continuing duty on the part of CITIES to report any supplemental revenues received after the initial disbursement of net proceeds, less any additional expenses not previously reported, in a manner consistent with the above-provided equal sharing of net proceeds. Payments of these supplemental net proceeds shall be made within sixty (60) days of their receipt.

Site Control: CITY OF POMPANO BEACH shall retain absolute and full control of the buildings, property and all appearances where the Event is staged, during the term of the Interlocal Agreement, including during the period of the Event, and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by POMPANO BEACH. LIGHTHOUSE POINT shall not make any alterations, additions, or improvements to the grounds or any part thereof without the prior written approval of POMPANO BEACH. LIGHTHOUSE POINT shall immediately report safety deficiencies or any defects it notices on the premises during the Event, or during the set-up or clean-up from the Event, to the Risk Manager or Parks and Recreation Programs Administrator of POMPANO BEACH, and shall cooperate fully with CITY OF POMPANO BEACH in the investigation of accidents occurring on the subject premises during this period of time.

Site Plan and Schedule: A minimum of fourteen (14) days and prior to commencing any of the set up Event under this Agreement, CITIES' event organizers shall be required to obtain the written approval of both the CITY OF POMPANO BEACHS's Contract Administrator and other reviewing CITY OF POMPANO BEACH departments of both the final Site Plan and the Schedule of Events via the Public Event application. The final detailed site plan and schedule of the Event shall include the location of all booths, tents, stages, display areas, port-o-lets, parking, etc. and the times when such will be constructed and dismantled.

A minimum of thirty (30) days prior to the mutually agreed set up date(s), the CITIES' event organizers shall submit the following documentation for CITY OF POMPANO BEACH's review and approval:

1. A proposed final detailed Schedule of Events;

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2. A description of all Event activities and events to occur on the Property during the term of this license;

3. A proposed final Site Plan(s) for the Property which depicts the location of all booths, stages, display areas, port-o-lets, parking, etc., which shall be subject to the approval of the CITY departments authorized to require revisions to same; and

4. Any other information or documentation reasonably required by CITY OF POMPANO BEACH to confirm CITIES compliance with this Agreement.

Maintenance of Traffic: No less than four (4) weeks prior to the opening day of the Event, the CITIES' event organizers shall provide to the CITY OF POMPANO BEACH a preliminary construction and traffic flow schedule including opening and closing times for all streets or lanes and including the use of variable message signs. The CITIES' event organizers shall provide a final Maintenance of Traffic plan ("MOT plan") no later than two (2) weeks prior to opening day of the Event for the CITY OF POMPANO BEACH'S review and approval. No additional street or lane closures will be permitted unless included in the MOT Plan and approved by the CITY OF POMPANO BEACH.