

Exhibit A – Second Amendment Agreement
Scope of Authorization
Living Water Surf School LLC

A. Introduction/Background

The Living Water Surf School, LLC was founded in 2004 and is owned and operated by professional surfer William “Skeeter” Zimmerman. Skeeter and his staff of CPR/First Aid certified instructors offer a wide variety of programs to suit anyone’s surfing needs. They teach how to surf safely and with confidence, as well as valuable lessons about ocean awareness and ocean safety. Living Water Surf School is one of a select group of camps throughout the entire United States to receive the high honor of bearing the Quiksilver and Roxy names and the only one in Florida. Skeeter looks forward to sharing his passion with new surfers of all ages as well as experienced surfers wishing to fine tune their skills.

B. Objectives

This program’s purpose is to support, promote and assist youth ages 5-16 individuals become confident in the ocean, build self-esteem and share the joy of surfing.

C. Scope of Work

This program will utilize North Ocean Park, 3424 NE 16th Street and the main public beach in Pompano Beach to operate the program. Due to the Covid-19 Pandemic, Broward County’s current emergency order states that beach pavilions are not allowed to be used. If, and when, the restrictions are lessened, pavilion four (4) and pavilion five (5) will be available for use by this program. This program provides instruction in ocean awareness and surfing fundamentals to include such topics as waves, tides, marine biology, coastal ecology, and beach profiles. Contractor shall provide:

- A safe environment for all campers
- Maintain a 1:5 ratio of instructors to Students
- All Instructors will be certified in CPR and First Aid Certified and will maintain that certification throughout the program duration
- Provide one (1) certified Lifeguard onsite during the duration of the program

D. Work Breakdown Structure

The term of this agreement will be for one (1) year from the execution of the agreement by both parties. The summer program set up time will begin no earlier than 7:00am and conclude no later than 5:00pm Monday through Friday beginning June 6, 2022 – August 19, 2022, and if additional days throughout the agreement year are requested, LICENSEE must provide a written request to be approved by the Recreation Programs Administrator or designee.

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E. Summary Schedule of Tasks and Deliverables

Compensation - LICENSEE shall pay the CITY a fee of \$4125.00 payable one week prior to program's commencement as compensation for the use of the CITY's Property and services hereunder.

Inspection - An inspection will be conducted by the CITY prior to the program to ensure that the location is in accordance with the CITY approved site plan. When implementing the site plan LICENSEE shall ensure that no damage is done to landscaping or foliage of the Permitted Area.

Clean-up of Permitted Area - LICENSEE shall be responsible for clean-up of the Permitted Area during and after the program. LICENSEE shall further be responsible for the dismantling and removal of any supplies and equipment.

Parking - Licensee acknowledges that parking shall be available for the public during the event by use of the city's public parking areas and facilities and at no time will parking fees be waived.

Background Checks- LICENSEE, its employees, volunteers; subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit D. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at the cost of LICENSEE, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

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COVID Additional Procedures – LICENSEE will comply with all County and City policies and procedures for the program with regards to the COVID-19 pandemic precautions and safety measures to include, but not limited to, all participants, coaches, instructors, etc. will sign City-approved COVID waivers and submitting a written plan on how LICENSEE will ensure CDC social distancing guidelines are met.