

Exhibit A  
Scope of Authorization  
Pompano Piranhas

**A. Introduction/Background**

Since 1970, Pompano Piranhas has been providing a year round competitive youth and lifesaving program development program to the youth of Pompano Beach through the guidance of USA Swimming, United States Lifesaving Association, and any other aquatic program.

**B. Objectives**

To plan, administer, coordinate, supervise and staff all aspects of the Piranhas Program, including day to day operations, swim meets, lifesaving competitions and member relations to youth ages 5-18 and strive that a minimum of 51% of Program participants will be residents of the City of Pompano Beach.

**C. Scope of Work**

Piranhas shall utilize the Aquatic Center or Houston Sworn year round to conduct practices.

**During the School Year (August to May)**

50 meter Pool (Swim Team)

• 5:30-7:00 am	Monday/Wednesday/Friday	LC 6 LANES	SC 10 LANES
• 4:00-7:00 pm	Monday to Friday	LC 7 LANES	SC 12 LANES
• 7:00-9:00 am	Saturday	LC 7 LANES	SC 12 LANES
• 2:00-4:00 pm	Saturday	LC 6 LANES	SC 10 LANES

25 meter Pool (Warm Pool)

• 3:30-6:30 pm	Monday to Friday	2 LANES	1 WING
• 9:00 am-12:00 pm	Saturday	2 LANES	1 WING

**Summer Time (June to August)**

50 meter Pool (Swim Team)

• 8:00 am-12:00 pm	Monday to Friday	LC 7 LANES	SC 12 LANES
• 4:00-7:00 pm	Monday to Friday	LC 7 LANES	SC 12 LANES
• 8:00-10:00 am	Saturday	LC 7 LANES	SC 12 LANES
• 2:00-4:00 pm	Saturday	LC 6 LANES	SC 10 LANES

25 meter Pool (Warm Pool)

• 9:00 am-12:00 pm	Monday to Friday	2 LANES	1 WING
• 3:30-6:30 pm	Monday to Friday	2 LANES	1 WING
• 9:00 am-12:00 pm	Saturday	2 LANES	1 WING

During Long Course Season (April 1<sup>st</sup> through August 31<sup>st</sup>), the CITY shall ensure that at least five (5) times per week, the lane lines shall be long course lanes.

The Piranhas are guaranteed a minimum of 10 lanes for short course or 6 lanes for long course, but may use up to 13 lanes for short course or 8 lanes for long course, based upon public usage and demand.

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The CITY agrees that during the times of the Piranhas Pool Schedule as set forth above, no other USA Swim Team or USLA lifesaving team (or any other team which may be in direct competition with LICENSEE) may be allowed to practice or utilize the Aquatic Center.

For purposes of this Agreement, the term “in direct competition” shall mean any person or entity that is engaged in providing the same or similar type of services or products as LICENSEE, regardless as to whether such person or entity engages in competition events for its members. This provision shall not apply to those out-of-state teams who are utilizing the Aquatic Center on a temporary basis.

The Non-Competition provision herein shall apply to only during those times in which LICENSEE is utilizing the Aquatic Center pursuant to this Agreement.

**Meeting Room Use** - The CITY shall allow LICENSEE the use of one room in the Pompano Beach Civic Center to accommodate no more than 40 children for a period of four hours only (from 12:00 p.m. to 4:00 p.m.), Monday through Friday for the entire months of June and July only, when applicable. In the event the CITY is unable to fully accommodate LICENSEE on any of these dates due to conflicts of scheduling by the CITY, the CITY shall attempt in good faith to provide alternative accommodation at other facilities of the CITY and shall provide transportation in such cases.

**Banquet Room** - The CITY shall allow LICENSEE the use of the Banquet Room in either the Civic Center or the Skolnick Center at least once per year for its Annual Team Banquet.

**D. Competition Structure**

LICENSEE shall have the following:

- No less than four (4) “Sizzler” Swim Meets and six (6) USA Swim Meets to be hosted at the Aquatic Center. The LICENSEE may use up to 12 SC lanes for the Sizzler Meets, and up to 14 SC lanes (or 8 LC lanes) for the USA Swim Meets.
- No less than one Open Water Beach Event (“P.O.W.E.R. Challenge”)
- No less than two (2) lifesaving competitions.
- The use of all tables and chairs located or stored at the Aquatic Center during Swim Meet events or Open Water Beach Event.

In the event that LICENSEE hosts an “International” or “Elite Meet” at the Aquatic Center consisting of at least two days, LICENSEE will compensate the City the sum of \$300.00 for each day of the meet (or \$150.00 for a half-day usage) for the usage fees of the Aquatic Center, Houston Sworn Pool or Pompano's Beach for Lifesaving or Aquatic Competitions including the POWER Challenge.

Pompano Piranhas will compensate the City of Pompano Beach \$200 for every competition for equipment needs as described in the RFP. The CITY shall close the Aquatic Center to the public during these events.

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The number of swim meets and lifesaving competitions, is subject to change each year due to the schedule provided by the respective organizations of each sport. On or before January 31<sup>st</sup> of each calendar year, LICENSEE shall notify the CITY of the number of swim meets/lifesaving competitions that LICENSEE shall host at the Aquatic Center, Houston Sworn Pool or Pompano's Public Beach.

**E. Summary Schedule of Tasks and Deliverables**

**Compensation** - LICENSEE shall pay on a quarterly basis the CITY a fee of 10% of the revenue from each non-resident participant as compensation for the use of the CITY's Property and services hereunder. Complete roster and quarterly compensation shall be sent to Parks, Recreation and Cultural Arts Department, Attention Recreation Programs Administrator, 1801 NE 6<sup>th</sup> Street, Pompano Beach, FL 33060.

**Trash and Clean-up of Permitted Area** - LICENSEE shall be responsible for clean-up and removal of debris and trash from the Permitted Area during and after any practice, scrimmage, meet or tournament. LICENSEE shall further be responsible for dismantling and removing all 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. Proof of a completed and approved background check for any national governing body will be accepted as well.

**Volunteer Instruction**- Pursuant to CITY-sponsored programs and at times designated by CITY, LICENSEE shall, at no cost to CITY or participants, provide fifty (50) hours of youth instruction each year of this Agreement.