

Exhibit A

Scope of Authorization

A. Introduction/ Background

The City of Pompano Beach's newly renovated Aquatic Center is located at 820 NE 18th Avenue. The Aquatics Center has a 50-meter competition pool and a small 25-meter teaching pool and hosts specialty programs, such as competitive aquatic programs and swim teams.

Payless Swim LLC, a Florida limited liability company (Licensee), was awarded the contract from FRFP E-20-16 in 2016. Since 2016, the Aquatics Center has been under construction and the Licensee will be relocated to a new building located on the premise. Licensee has over ten (10) years of experience in operating a swim shop with extensive knowledge in team sales, sponsorship, suit sizing, criteria and swim regulations.

B. Objectives

The City of Pompano Beach will enter into an agreement with Licensee to operate a full-service swim shop (shop) specializing in all competitive aquatic disciplines on the premises of Pompano Beach Aquatics Center, located at 820 NE 18th Avenue.

C. Scope of Work

Licensee shall provided at a minimum the following services:

1. Manage day to day operations of the Shop during mutually agreed upon hours that are determined at the execution of this contract. Shop shall be open during all events held at the Aquatics Center.
2. Operate the Shop and provide services in a manner comparable to a first class facility that meets swimmers' needs.
3. Responsible for all equipment inside the Shop and their maintenance.
4. Responsible for the cleanliness of the Shop. No garbage may be stored by Licensee at Shop and within sight of the public.
5. Manage all inventory of goods and merchandise sold within the Shop, including, but not limited to: swimwear, clothing, training accessories and equipment.
6. All merchandise sold at the Shop shall be offered at competitive prices for the Broward County area.
7. Responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed for the provision of merchandise sales.
8. Shall accept Shop in as-is condition and shall not make any improvements, additions or repairs without prior written approval from the City.
9. Approved authorized resale account with the names brands to include, but not limited to:

- a. Adidas Swim
 - b. Arena
 - c. Blue Seventy
 - d. Custom Swim Cap ability
 - e. Dolfin
 - f. Finis
 - g. Nike
 - h. Q Swimwear
 - i. Speedo
 - j. Stretchcordz
10. Licensee shall give City prompt written notice of any accidents occurring at the Shop in which damage to property or injury to a person occurs.
 11. Licensee is to dispose of all garbage and waste each evening in the designated on-site trash receptacles. Receptacles to be provided by the City. No garbage may be stored during business hours within sight of the public. City will dispose of trash from marked receptacles on a daily basis.

Reporting

Licensee shall record all fees and sales under this Agreement on a daily basis and submit monthly gross revenue reports to the City's Recreation Programs Administrator or designee.

Compensation

1. Licensee shall pay the City a monthly fee of three hundred (\$300) dollars directly to Treasury Department, located at 100 W Atlantic Boulevard. Payment shall be made on the first day of each month. A late fee of twenty-five (\$25) dollars shall be assessed if payment is not received by the fifth day of the month.
2. Licensee shall provide a minimum discount of twenty-five (25%) off Manufacturer's Suggested Retail Price (MSRP) pricing for all Aquatic Division lifeguard uniforms, swimsuits and equipment.

Management

1. Licensee shall have one manager to oversee staffing and operations of Property, who will be the direct point of contact for the City.
2. Property manager will address all health and safety concerns promptly.
3. Licensee shall ensure that the Property is sufficiently staffed at all times with qualified personnel in order to handle patron demand and provide exceptional customer service.
4. Licensee shall ensure employees are easily identifiable as staff and are appropriately dressed for working in the Property.
5. Provide an operation that will be safe, customer oriented with prompt service, complaint resolution, and effective employee performance and training.
6. Licensee shall have their policies, including but not limited to refunds, clearly posted for patrons to view. Licensee shall provide a copy of said policies to the City's Contract Administrator prior to starting operations.

Merchandise

1. Menu items and prices will be approved by City prior to sale. Agreed upon menu and prices shall remain posted at Shop in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names shall reflect current market rates. All posted material shall be clear and printed, not in written format. Licensee shall request approval from City. The City will provide Licensee with designee contact information upon execution of the contract required to the property.
2. Provide an attractive display and storage of merchandise. All signage and displays shall need prior approval by the City.
3. Licensee shall provide signage to be approved by the City prior to installation. Any permit fees required will be at the Licensee's expense.

Permitting

1. Licensee shall meet all Health Department regulations, other applicable laws and regulations, and be solely responsible for any payments and permits relating to.
2. Licensee shall meet all Department of Environmental Protection regulations, other applicable laws and regulations and be solely responsible for any payments and permits relating to.
3. Manage, operate and maintain of facility and provide services in accordance with legal requirements and safety practices required for the safe operations.
4. Shall comply with the requirements of all applicable Federal, State, and Local laws and regulations, as appropriate, including, but not limited to, ADA compliance, health, minimum wage, social security, unemployment insurance, worker's compensation and equal employment guidelines.

City will provide the following services:

1. Will provide electricity and internet for the Shop.
2. Maintain the Shop and surrounding outdoor areas, including the building systems (plumbing, electrical ceilings, etc.) and provide general maintenance (shrubbery and lawn care, etc.). City retains the right to enter the Property at reasonable times for the purpose of inspecting the Property and making repairs.
3. Provide Licensee with a designated area for the Shop to operate, stock and sell aquatic-related merchandise.
4. Provide Licensee a schedule of all meets, competitions, events and sceduel practics of both local home-based programs and visiting teams.