

Exhibit "A"

Scope of Authorization

Introduction

The City of Pompano Beach, Florida seeks to obtain concession services to the visitors and residents of the City of Pompano Beach. Services will be required at Community Park, Softball and Baseball complexes. This is a non-exclusive contract for City sponsored sports and cultural arts functions in which the company will receive a monthly schedule informing them of said events and/or activities. Services for special events or activities may include other vendors.

A. Scope Of Services:

Prior to start of services Licensee and City shall conduct a walkthrough of the facility and any required repairs by the City shall be conducted at the City's expense. Services shall not start until equipment is functioning at an acceptable level by both parties.

Concession Operations:

- a) Licensee shall use concession stands only provided by the City; Trailers/Trucks will not be permitted in any of the City Parks.
- b) Licensee will accept the concession areas and City owned equipment, as is, the City will not be required to make any improvements or additions. The City may at its sole discretion, make improvements to the concession area, and/or upgrade equipment.
- c) Licensee shall not make any improvements, additions or repairs to concession area without prior written approval from the City.
- d) City shall be responsible for any requirements by Florida Professional Business Regulation to the City's equipment and facility.
- e) City shall provide Licensee a list of all equipment that is being made available for use by Licensee. Licensee shall accept the City's owned refrigerators and ice machines as is. During the contract term, City will be financially responsible for any maintenance and/or repairs to said equipment. If it is found that said equipment is damaged, broken, etc due to negligence, then Licensee will be financially responsible for repairs.
- f) City shall provide an emergency contact list to Licensee for during and off hour operations.
- g) Any additional equipment or replacement equipment desired by the Licensee will be acquired and installed at the Licensee's expense.
- h) The Licensee will provide signage to be approved by the City prior to installation. Any permit fees required will be at the Licensee's expense.
- i) Licensee shall ensure that concession stand is staffed at all times with sufficient qualified personnel in order to handle patron demand. City shall provide a schedule

- of City sponsored events at the start of each calendar year and update periodically for rentals and upcoming tournaments. City shall provide all schedules monthly.
- j) Licensee shall provide consistent hours of operation.
 - k) Licensee is to provide courteous and professional customer service.
 - l) Licensee is to provide regular extermination services for the interior of the concession area, no less than monthly, and as needed; and keep records of service readily available to the City.
 - m) Licensee is to dispose of all garbage and waste in designated on-site trash receptacles to be provided by the City upon closing each evening. No garbage may be stored during business hours within sight of the public.
 - n) Licensee shall meet all Health Department regulations and other applicable laws and regulations.
 - o) Licensee to provide Property and Liability insurance (certificates of required insurance will be requested prior to commencement of operation of the concession stands).
 - p) Licensee shall make all reasonable efforts to secure and ensure the concession stands against vandalism. If vandalism is observed, Licensee shall inform the City immediately before beginning operations. Failure to inform the City of any instances of vandalism by the Licensee shall result in the Licensee being responsible for any repairs and clean up required to the property.
 - q) Licensee is only authorized for the term of this contract to sell foods, beverages, and miscellaneous "snack bar" type items. All foods, beverages, and confectionary refreshments shall be of first quality. The items shall be wholesome, pure, shall conform to all Federal, State, and Municipal Laws, Ordinances, and Regulations, and shall be kept subject to the approval or rejection of the Recreation Administrator or his Designee.
 - r) Licensee shall also sell healthy choices for the health conscious patron.
 - s) Menu items and prices will be approved by City prior to sale. Agreed upon menu and prices shall remain posted at all concessions in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names shall remain constant unless a request is made in writing providing reasons for a product change. All posted material shall be clear and printed, not in written format. Licensee shall request approval from the Recreation Program Administrator or Designee. The City shall provide Licensee with Designee contact information upon execution of the contract.
 - t) Only non-glass items shall be used for beverages and food. No Styrofoam materials only paper or plastic items shall be used.

- u) Licensee shall provide bags and ice as needed for program participant injuries. City shall provide bags for ice for City programs as needed.
- v) Alcoholic Beverages may be sold at the Four Fields Softball Complex and Baseball Complex. The Licensee agrees to obtain and pay for all permits, licenses, and business taxes, including Alcoholic Beverage Licenses and Broward County Health Department certifications as necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Licensee. Copies of appropriate licenses or proof of application for said licenses shall be provided to the City upon start of services. The Licensee shall comply with all City, County, State and Federal rules, regulations and laws, as related to alcohol sales and distribution, as may be amended from time to time. Alcoholic sales shall be limited to products covered under 2COP license type. The decision to serve or refuse service of Alcoholic beverages to any individual shall be the sole responsibility of the Licensee.
- w) Tobacco products will not be allowed for sale.
- x) Un-shelled peanuts will not be allowed for sale.
- y) Chewing gum will not be allowed for sale.

B. Locations:

920 NE 18th Avenue – East Concession Stand
960 NE 18th Avenue – West Concession Stand

D. License Fees:

For the use of the facility Licensee shall pay a monthly fee to the City of one hundred dollars (\$100.00).

Licensee shall negotiate with any independent sports organizations that holds events at the locations for compensation to be provided for the extra business. Licensee may choose not to open the concession if no agreement is reached between the parties. Licensee shall inform the City in writing if negotiations are unsuccessful.