

Exhibit A - Updated
Scope of Authorization – 1st Amendment Agreement
Xpress Youth Development Institute, Inc.

A. Introduction/Background

Xpress Youth Development Institute, Inc. (Licensee) provides services to the youth of the City of Pompano Beach (“City”) through mentoring and track and field coaching and technique improvements. Licensee primarily uses the Broward County Blanche Ely High School track to conduct practices and track meets, however, Licensee also desires to utilize Mitchell/Moore, Mc Nair and North Pompano Parks owned by the City and located at 901 NW 10th Street, 951 NW 27th Avenue and 1440 NE 18th Avenue, respectively (the “Properties”), as needed.

B. Objectives

Licensee shall provide and promote a track and field program and mentoring to youth ages 5-18 and ensure that a minimum of 51% of program participants shall be residents of the City. In addition, the Licensee shall plan, administer, coordinate and supervise specific youth athletic programs at the athletic fields within the City of Pompano Beach’s City limits.

C. Scope of Work

For the operation of the track and field program, Licensee shall:

- Inform the City of any grant money/sponsorship that is awarded to Licensee for Program activities;
- At a minimum, host an annual organized track meet at Blanche Ely High School although Licensee may use the City’s Properties as alternate locations if necessary;
- Provide transportation to organized track meets with transportation services made available within the City of Pompano Beach;
- Register Program participants with the Amateur Athletic Union and be responsible for any subsequent fees;
- Register its non-profit Florida corporation with the Amateur Athletic Union to provide insurance benefits;
- Process and complete all registration transactions; and
- Subject to written pre-approval by the City’s Contract Administrator, set its own price for all fees associated with the Program which are outside those stipulated under RFP E-07-18 and the City’s Code of Ordinances which shall be subject to the compensation terms set forth in Paragraph E below.

Licensee shall provide the City written notice and a proposed schedule of any youth athletic activities it provides hereunder at least sixty (60) days prior to the commencement of any such Program activities. The City’s Contract Administrator or designee will work with Licensee to accommodate its use of the Properties.

The City will attempt to make the Properties available for Licensee’s use a minimum of two (2) hours per day at least five (5) times per week, Monday through Friday. Availability shall be based upon public usage and demand. Licensee and City shall mutually agree upon usage times prior to the start of any Program activities. In the event the City is unable to accommodate Licensee at one of the City venues authorized hereunder due to a scheduling conflict, the City shall attempt in good faith to provide alternative accommodation at one of the other Properties. Licensee understands that due to public demand and the City’s other commitments there may be times that none of the Properties will be available for Licensee’s use.

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D. Work Breakdown Structure

For the track program practice season shall be from January 1 through June 30 and practice time will be from 5:00pm-8:00pm. City and Licensee reserve the right to adjust dates and times as necessary by mutual agreement.

Each January 31st under this Agreement, Licensee shall provide the City's Recreation Programs Administrator a current membership roster and all practice, game, tournament and public event schedules. In addition, to the extent possible, Licensee shall be required to provide written notification to City thirty (30) days in advance of any subsequent schedule changes.

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 6th Street, Pompano Beach, FL 33060.

Licensee shall be responsible for field rental payment for any game or practice that falls outside of the time frame set forth above in Paragraph C in accordance with the Field Rental Fees established by City Ordinance 98.10. Cancellations for field rentals that falls outside of the subject Program timeframe are subject to the cancellation policy set forth in City Ordinance 98.10.

Trash and Clean-up of Permitted Area - Licensee shall be responsible for prompt clean-up and removal of debris and trash from the Properties during and after any practice, scrimmage, meet or tournament. Licensee shall also be responsible for promptly dismantling and removing all supplies and equipment.

Parking - Licensee acknowledges that public parking shall be available during Program activities and that at no time will any applicable 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 Licensee's cost, can conduct the background checks required hereunder. City reserves the right to refuse to allow 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 may also accepted.

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.