

EXHIBIT 4A
SCOPE OF WORK

1. With regard to the Amphitheater depicted in Exhibit 1, Contractor shall provide two (2) concerts, Mercy Me and Drew Hill/Tony Toni Tone, with a goal of 50% attendance for each event as verified by ticketing sales report/clicker count for each such Events. For the term of this Agreement, Contractor agrees to collect for the Foundation, a \$3 surcharge for each ticket sold over \$25 for a total minimum donation goal of \$33,600. The monies collected from the surcharge shall thereafter be disbursed to the Pompano Beach Foundation, Inc. within a reasonable time frame.

2. With regard to the Cultural Center depicted in Exhibit 2, Contractor shall provide a combination of Events that include rentals, ticketed events, and Alliance member shows with a goal of 40% attendance for each event as verified by ticketing sales report/clicker count for each such Events. For the term of this Agreement, Contractor agrees to collect for the Foundation, a \$1.50 surcharge for each ticket sold over \$25 for a total minimum donation goal of \$9,120. The monies collected from the surcharge shall thereafter be disbursed to the Pompano Beach Foundation, Inc. within a reasonable time frame.

During this agreement period for any City sponsored events, activities and rental of the Cultural Center may be permitted upon written application for the use of the center on a specific date. The application shall be signed and filed with the City's Contract Administrator or designee. All applications shall state the purpose for which the center or other facilities are to be made.

In addition, both parties shall cooperatively endeavor to develop basic policies and operating procedures for the center to ensure its efficient initial and continuing operation. Contractor shall provide written Policies and Procedures for its operation to the City's Contract Administrator.

3. Contractor shall coordinate with Cultural Affairs Manager, or designee to provide a Monthly Activity Report detailing its Work for the Properties.

4. Contractor shall attend bi-weekly meetings with Cultural Affairs Manager, or designee to ensure effective communications regarding the Work and that it is performed expeditiously and in the best possible way and manner.

5. Notification to Surrounding Residences and Businesses. A minimum of four (4) weeks prior to set up of any Event Contractor organizes on the outside grounds of the Amphitheater, Contractor shall be required to provide all residences and businesses located within one half mile, written notice of the dates, times and location of said event, including all associated road closures, and provide copies of such notices to the City's Contract Administrator.

6. Maintenance of Traffic Plan ("MOT Plan"). Not less than forty five (45) days prior to the set-up of any Event activities that take place outside of the Amphitheatre or the Cultural Center, Contractor shall provide City a preliminary construction and traffic flow schedule which includes detailed information regarding opening and closing times for all streets or lanes and the use of variable message signs. Contractor shall provide a final MOT Plan for the City's review and written approval no less than thirty (30) days prior to the event.

7. "Tear-Down" and Clean-Up. Contractor shall be responsible for personnel and equipment necessary for clean-up at the Property prior to and upon completion of all events. Clean-up shall include, but not

EXHIBIT 4A
SCOPE OF WORK

limited to, removal of all debris, equipment, staging, tables, chairs and any other concert or event-related equipment. In all cases, clean-up from an event shall be complete within 24 hours after completion of the event.

If the clean-up is not completed within twenty-four (24) hours after event completion, City shall perform the clean-up and then bill Contractor the actual cost of clean-up (wages of City employees utilized times hours required to complete clean-up in addition to any other expenses) which shall be paid within thirty (30) days from the date of City's invoice for same. Further, Contractor is required to have a supervisor present during all "tear-down" and clean-up operations.

8. Provision of Necessary Personnel, Equipment and Security. Contractor shall provide all personnel and equipment needed to provide the Work required hereunder in an efficient and safe manner as directed by the Public Event Application.

10. Contractor shall maintain an office in the City of Pompano Beach and staff same for a minimum of at least 40 hours per week according to a published schedule to ensure Contractor's ongoing and consistent availability to provide the Work required by this Agreement.

11. As required by the City, Contractor shall provide a complete Public Event Application, Site Plan and proof of insurance for review and approval to Cultural Affairs Manager, or designee a minimum of forty-five (45) days prior to said Event or mutually agreed upon time frame.

12. To ensure public safety and to keep the facilities on the Property in good, safe working condition, Contractor shall immediately provide Cultural Affairs Manager, or designee written notice of any and all hazardous conditions and/or repairs or maintenance necessary on the Properties.

13. Contractor shall provide the Cultural Affairs Manager, or designee written notice of any accidents or incidents occurring at the Property in which damage to property or injury to a person occurs within 24 hours of said accident or incident and cooperate fully with City in any investigation of same.

14. Contractor shall provide management and programming services hereunder consistent with City policies which require Contractor to perform its obligations under this Agreement in a professional manner at all times, including developing and adhering to written protocols to ensure public resources are properly tracked and appropriated. Contractor agrees to follow the policies and directives of Cultural Affairs Manager, or designee but in the absence thereof, Contractor shall exercise its reasonable judgment in discharging duties hereunder.