

Exhibit A  
Scope of Authorization  
Pompano Beach Eagles, Inc.

**A. Introduction/Background**

Pompano Beach Eagles, Inc. (Licensee) is an organized non-profit group which raises revenue for the primary benefit of the Pompano Beach Eagles Football and Cheer Program (Program).

**B. Objectives**

This program's purpose is to staff, stock, operate and supervise the City's owned concession stand at North Pompano Park during all programs and activities, including practice and at home games during the football season in order to raise funds for the primary benefit of the Program.

**C. Scope of Work**

This program will utilize the concession stand located at North Pompano Park, 4400 NE 18<sup>th</sup> Street in Pompano Beach to operate the Program. This entity utilizes funds generated from concession sales to benefit the football and cheer program by financing, but not limited to, banquets, trips, T shirts, jackets and plaques.

**Licensee:**

- Shall keep the licensed premises and its contents in a clean, sanitary and orderly condition at all times and shall conduct the concession in strict compliance with all applicable County and State Health Department rules.
- If contributions are solicited on behalf of the Program during the term of this Agreement, Licensee shall be responsible to register with the Florida Department of Agriculture and Community Services and thereafter annually renew and prepare any such required financial filings attendant to this requirements. Licensee shall provide City written proof of the aforesaid registration and renewal within fourteen (14) days of such filing(s).
- Shall complete daily cash forms for every day the concession stand is in operation and submit same to City on a weekly basis.
- Prices of all food, beverage and merchandise sold shall be posted in a conspicuous place at the concession area or other appropriate location and state whether sales tax is included or additional to the posted price in order to promote compliance with state sales tax regulations. Any, and all prices shall be subject to approval by the City's Recreation Programs Administrator or designee.
- No other advertising signs shall be permitted without the City's written consent.

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- Shall not keep, handle, sell, use or give away any alcoholic or tobacco beverages of any kind on the licensee's premises.
- Shall be responsible to bear all costs associated with activities not required by governing Football Organization such as Pop Warner, AYFL, or FYFL.
- Shall be responsible to bear all referee fees associated with homecoming and play-off games.
- Shall have knowledge of, and act in accordance with, all rules and regulations of the governing Football League. As such, Licensee (not City) shall be responsible to pay all fines levied against Licensee for infractions of said League rules and regulations.
- Shall be responsible to bear all planning and operational costs associated with homecoming and coronation events.

**D. Work Breakdown Structure**

The term of this agreement will be for five (5) years from the execution of the agreement by both parties. The City reserves the right to extend this Agreement with one (1) five (5) year renewal option provided both parties agree in writing to said extension. Renegotiation should commence at least 90 days prior to normal termination.

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

**Inspection** - An inspection will be conducted by the City prior to the program to ensure that the location is in a clean and operable state. When implementing the Program, Licensee shall ensure that no damage is done to the Permitted Area and will be responsible for any damages occurred during the length of the Program.

**Clean-up of Permitted Area** - Licensee shall be responsible for clean-up of the Concession Stand during and after the program. Licensee shall further be responsible for the dismantling and removal of any supplies and equipment.

**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

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Scope of Authorization  
Pompano Beach Eagles, Inc.

based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

**Gross Receipts-** All gross receipts raised are for the primary benefit of the football program. Receipts shall include the total amount of money, or equivalent of money, received at the concession site in exchange for goods or service covered under Agreement except that sales or other such taxes, if any, levied directly upon the sale and remitted as such by Licensee shall not be included. City reserve the right to require the total amount of the gross receipts be recalculated at the end of each operating day by a member of the City's Parks, Recreation and Cultural Arts department.