

Exhibit A
Scope of Authorization

A. Introduction

Pompano Beach Seafood Festival Corporation (Licensee), is to host the three (3) day Seafood Festival (Event) in the City of Pompano Beach's Community Park and Amphitheater area. The Event will showcase national music acts, boat show, local food, beverage sales and craft vendors.

B. Objective

To provide a musical and food festival in the City of Pompano Beach's Community Park and Amphitheater in efforts to attract tourism, and provide entertainment to the City's residents.

C. Scope of Work

Licensee shall coordinate with the City's Recreation Program Administrator or Designee (Designee) for specific dates and times for the Event to be held, prior to each annual Event (Event). Dates shall be agreed upon at least nine months prior to each Event. City reserves the right to decline any proposed date if the City deems it necessary for safety concerns or scheduling conflicts, this may include, but is not limited to construction at the site, lack of access to site, conflicting events, etc. The City cannot guarantee that the Site will be available year round. However, the City will make reasonable attempts to accommodate Licensee.

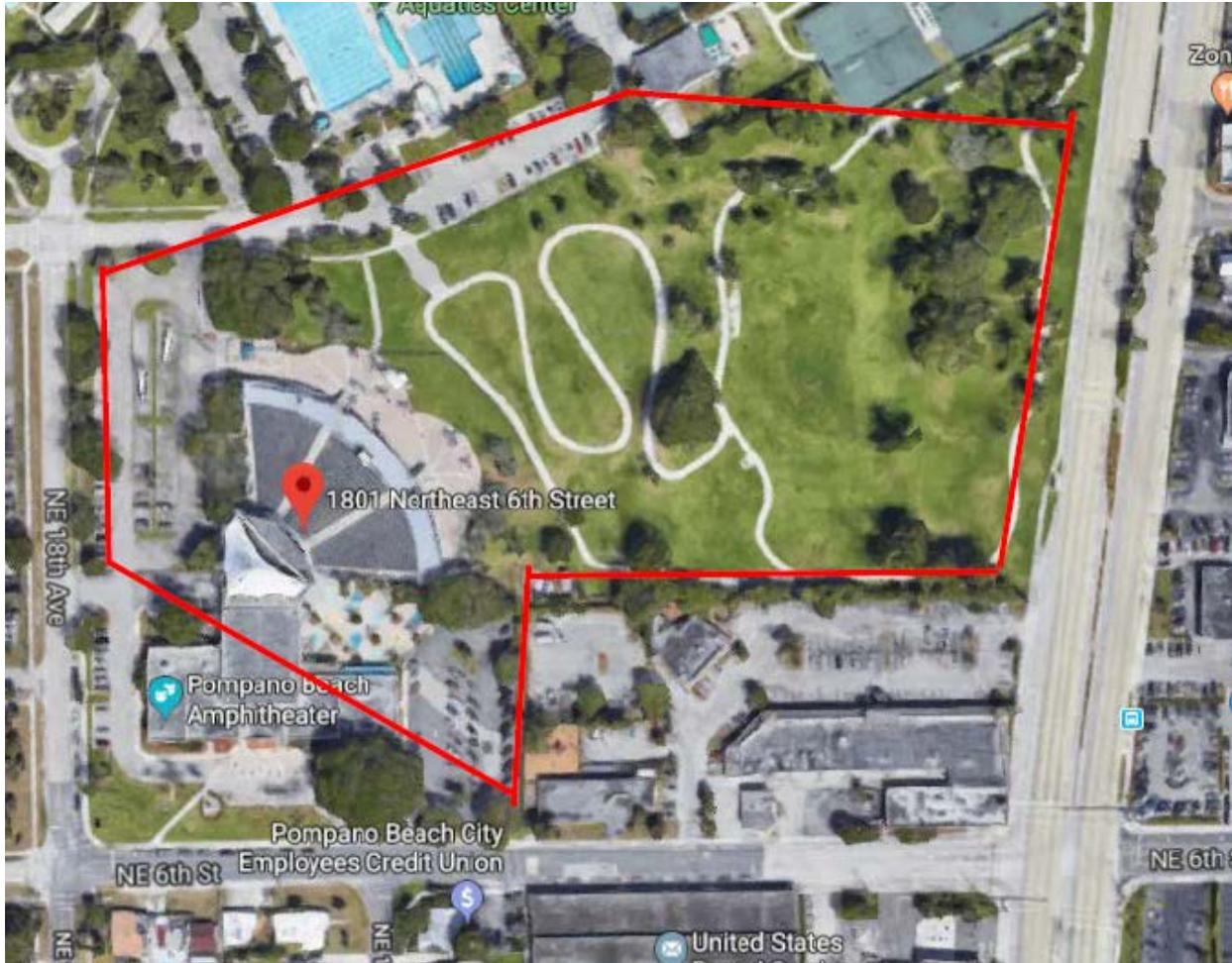
The City shall provide in kind benefits for Event as stated below. For a detailed monetary breakdown, refer to Exhibit E "City's In-Kind Benefits to Licensee."

1. Use of the premises for the Event. See Location Map of Footprint available below.
2. Provide public works services including trash and waste removal. The City shall not be responsible for portable restrooms rental, maintenance and services of said portable restrooms.
3. Provide parks and recreation services, personnel and room rental space inside the Emma Lou Olson Civic Center. Provide assistance with permitting process by signing off as Property Owner. City will assist Licensee with internal City permits and their processing.
4. City will provide marketing support, including but not limited to, social media, City's website, and internal resources in conjunction and in coordination with Licensee.
5. City will provide logistical help with traffic and coordination of MOT plan.
6. City will provide limited in kind fire rescue and prevention services.

As stated in Exhibit E "City's In-Kind Benefits to Licensee, in no event shall the City's in kind benefits, including staff time, exceed seventy five thousand dollars (\$75,000.00). Licensee shall be responsible to supplement any of the items listed above that the City's in kind benefits do not cover. If during the Event, the City incurs overages in staff time, or services, such overages shall be charged back to Licensee. City shall present a detailed breakdown of all overages. Payment is to be made within ten (10) days after presentation of detailed breakdown and/or receipt of invoice.

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D. Summary Schedule of Tasks and Deliverables



Site Plan and Schedule - A minimum of thirty (30) days and prior to commencing any of the set up for the Event under this Agreement, Licensee shall be required to obtain the written approval of both the City's Designee and other reviewing City departments of both the final Site Plan and the Schedule of Events via the Public Event application. The final detailed site plan and schedule of the Event shall include the location of all booths, box offices, tents, stages, display areas, port-o-lets, temporary fencing, Rideshare locations, RV parking for artists, parking, etc. and the times when such will be constructed and dismantled.

A minimum of thirty (30) days prior to the set up date(s) agreed upon for each Event, the Licensee shall submit the following documentation for City's review and approval:

1. A proposed final detailed Schedule of Event;

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2. A description of all Event activities to occur on the Property during the term of the Agreement;

3. Licensee shall submit documentation for the items listed below regarding Licensee's compliance with this Agreement. Licensee to provide to the City:

Compensation to City by LICENSEE

Licensee shall pay a deposit of five thousand dollars (\$5,000.00) to City no later than three months prior to the Event, Deposit will be refunded after the Property has been inspected and confirmed restored to the same condition which existed prior to set up of the Event. If Property, or any portion thereof, shall be destroyed, damaged, altered, etc. City will take action to repair. Any expenditures that occur from repairs will be deducted from Licensee's deposit. If expenditures surpass the deposit, then Licensee shall be responsible for payment to City to cover remaining repair costs upon submittal of an invoice. Payment to City for any additional expenditures that surpass the deposit shall be made within ten (10) days of receipt of invoice. The City reserves the right to contract out the work, if necessary, to conduct the repairs. Furthermore, should the City incur any overages as described above, the City reserves the right to deduct the overages from Licensee's deposit.

Maintenance of Traffic - No less than six (6) weeks prior to the opening day of the Event, Licensee shall provide to the City a preliminary construction and traffic flow schedule including opening and closing times for all streets or lanes and including the use of variable message signs. Licensee shall provide a final Maintenance of Traffic plan ("MOT plan") no later than two (2) weeks prior to opening day of the Event for the City's review and approval. No additional street or lane closures will be permitted unless included in the MOT Plan and approved by the City.

Trash and Clean-up of Permitted Area - City shall be responsible for clean-up and removal of debris and trash from the Permitted Area during and after the Event. Licensee shall further be responsible for dismantling and removing all supplies and equipment, including booths, tents, stages, temporary fencing, display areas, port-o-lets, and all other temporary facilities.

City Booth - The City shall be provided at no charge a standard size booth in the main vendor tent or location for City's own use.

Parking - No less than six (6) weeks prior to the first day of the Event, Licensee shall provide to the City a parking plan to include a site map that displays the following: available parking to patrons, City staff and vendor parking, rideshare pick up and drop off locations, shuttle route map, and list of adequate signage to direct patrons to and from the Event. The City, through traffic control and life safety personnel, shall evaluate the proposed parking plan. If during City's evaluation it is found that the parking plan could cause potential safety concerns, City shall provide Licensee with a detailed breakdown of the City's concerns and Licensee shall modify the parking plan to rectify said safety concerns. Licensee will retain all parking revenue.

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Notification of Surrounding Businesses - At least four (4) weeks prior to the Event, Licensee shall be required to provide all residences and businesses within one mile of the Event, written notice of the Event to include dates, times, location and all associated road closures and also provide CITY a copy of such notice.

Licensee shall make every reasonable attempt to make sure that City concerns in regards to traffic, safety concerns, noise and nuisance are met prior to each Event.

Concession Rights - are to be granted upon satisfactory proof to City at least fourteen (14) days prior to "Event" that all required permits have been obtained, including, but not limited to, those required by the Florida Department of Business Regulation's Division of Alcoholic Beverages and Tobacco, etc.

Financial Reporting - The Licensee shall, within ninety (90) days of the completion of each respective year's Seafood Festival, provide the CITY with a financial report including a financial summary with detail and supplemental reports. The financial report shall also include a financial summary recap report, charity/club/Chamber distribution report, detailed financial report of revenues and expenses, supplemental detail reports of revenues and expenses by type, comparative revenues and expenses statements and explanations of variances greater than 10%. A review of these financial reports shall be made by an independent certified public accountant at the expense of Licensee and paid from Seafood Festival gross proceeds. In addition if desired, the City may request of Licensee, that an audit be conducted by City Internal Auditor of the financial reports herein referenced. The Licensee shall cooperate with the CITY in this regard and make a full disclosure of books and records related to the said financial reports.

Distribution to Charities and Not-for Profit - The Licensee agrees to disburse seventy-five (75%) percent of the net proceeds to charities, local non-profit, non-political, civic and service organizations, not-for-profit organizations (excluding the Greater Pompano Beach Chamber of Commerce), and student scholarships. The remaining twenty-five (25%) percent of net proceeds are to be disbursed to the Greater Pompano Beach Chamber of Commerce. Net proceeds are herein defined as gross revenues (including the "City" In-Kind Benefit amount and as referenced in Exhibit E), less expenditures of the Event provided, however, that expenditures of the Event shall not include salaries, commissions, or payment of any kind to Chamber personnel. Gross revenues shall include all income (including the "City" In-Kind Benefit amount and as referenced in Exhibit E) resulting from the Event.

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Licensee shall:

1. Licensee shall be responsible for dismantling and removing all supplies and equipment, including booths, box offices, tents, stages, temporary fencing, display areas, port-o-lets, and all other temporary facilities.
2. Provide and compensate all artists and talent for the shows.
3. Provide all necessary equipment, fabrication of staging, and removal of equipment and staging for the Event. This shall include, but not be limited to tenting, stage, sound, lights, video, temporary fencing, etc.
4. Provide, and if required, compensate all fully licensed food and beverage operations.
5. Provide, schedule, maintain and pay for all portable toilets necessary for the Event.
6. Provide all staff and logistics necessary to conduct the Event (excluding staff and in kind benefits provided by City above), including box office staffing.
7. Be solely responsible for all payments to City for police (BSO) and traffic control personnel and equipment, regardless of the cost.
8. Be partially responsible for payments to City including but not limited to fire prevention and life safety personnel and equipment for any amounts above what City is providing under Exhibit "E". "City's In-Kind Benefits not to exceed amount specified in Exhibit "E".
9. Solely responsible for all water and electrical requirements as it pertains to the Event.
10. Provide and compensate private security to encompass the stage (Front and Back), and the artists' compound as necessary.
11. Provide nationwide mass marketing campaign promoting the Event, to include, but not be limited to print, social media and television advertisement.
12. Secure all Event sponsorship.
13. Multiple Logo and Branding Recognition for City.
14. Supply City with fifty (50) General Admission Tickets.