

Exhibit A
Scope of Authorization

A. Introduction/Background

The City of Pompano Beach's Fishing Pier is located at 222 North Pompano Beach Boulevard, Pompano Beach, FL 33060. The new construction was created with a wider and higher pier to include pedestrian lighting, shade structures, fishing stations and a bait and tackle shop (Property). Pompano Beach's pier is one of four piers located in Broward County. It is anticipated that the facility will often be filled, particularly on weekends and holidays with fisherman and sightseers.

Dania Pier Management Corporation (Licensee) currently operates the City of Jacksonville Beach's fishing pier operations, including a bait and tackle shop and has knowledge and experience in the marine industry, including the legal requirements that are involved in this specific type of operation.



Pompano Beach Fishing Pier – Aerial View

B. Objectives

The City of Pompano Beach (City) requires a sole provider to operate and maintain the Property located on the Fishing Pier in an effort to create a fun, safe, friendly and clean environment for families, fishermen and sightseers. The term of this contract will be for five (5) years.

C. Scope of Work

Licensee shall provide at a minimum the following services:

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1. Manage the day to day operations of the Shop during the hours of operation listed here: Monday – Sunday 6am – 11pm. The Shop will remain open every day of the year during set hours. Hours may be modified upon mutual agreement between Licensee and City.
2. Operate the Shop and provide services in a manner comparable to a first class facility that meets the sightseers and fishing patrons' needs; provide for resale items such as frozen bait, fishing gear, tackle, artificial lures, bottled water, snacks etc. The City shall have sole discretion in determining what related services may be provided. All items to be sold must be submitted in writing and approved by the Recreation Programs Administrator or designee prior to the sale of such.
3. Responsible for all equipment inside the Shop and their maintenance.
4. Collect entrance fees for admission onto the pier and provide paid fishing customers with wristbands. Sightseeing customers will get wristbands at the time of exit. Fee schedule is listed below:

Sightseeing Daily Pass	\$2.00 per person
Fishing Daily Pass	\$5.00 per person

5. Operate the Shop only provided by the City; trailers/trucks will not be permitted.
6. Post prohibited acts signage clearly and enforce all prohibited activities and limitations on the Pier. Those prohibited activities and limitations will be provided by the City.

City will provide the following services:

1. Establish pier entrance fees.
2. Repairs as required for the Operation of the Property. City retains the right to enter the Property at reasonable times for the purpose of inspecting the Property and making such repairs.
3. Emergency contact list for Licensee for during and off-hour operations.
4. Maintain annual Fishing License and post in a prominent location that is visible to the public.
5. Water and electricity to the facility.
6. City will handle pressure cleaning of the pier.

City reserves the right to schedule special events that may preclude the Licensee from operating the Shop. A prorated monthly rate will occur during months when the City needs to shut down the pier for a specific amount of time in an effort to accommodate an approved special event.

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D. Summary Schedule of Tasks and Deliverables

Management –

1. Licensee shall have one manager to oversee staffing and operations of Property, who will be the direct point of contact for the City.
2. Property manager will address all health and safety concerns promptly.
3. Licensee shall ensure that the Property is sufficiently staffed at all times with qualified personnel in order to handle patron demand and provide exceptional customer service.
4. Licensee shall ensure employees are easily identifiable as staff and are appropriately dressed for working in the Property.
5. Provide an operation that will be safe, customer oriented with prompt service, complaint resolution, and effective employee performance and training.
6. Licensee shall have their policies, including but not limited to refunds, clearly posted for patrons to view. Licensee shall provide a copy of said policies to the City's Contract Administrator prior to starting operations.

Permitting –

1. Licensee shall meet all Health Department regulations, other applicable laws and regulations, and be solely responsible for any payments and permits relating to.
2. Licensee shall meet all Department of Environmental Protection regulations, other applicable laws and regulations and be solely responsible for any payments and permits relating to.
3. Manage, operate and maintain of facility and provide services in accordance with legal requirements and safety practices required for the safe operations
4. Shall comply with the requirements of all applicable Federal, State, and Local laws and regulations, as appropriate, including, but not limited to, ADA compliance, health, minimum wage, social security, unemployment insurance, worker's compensation and equal employment guidelines.

Merchandise –

1. Menu items and prices will be approved by City prior to sale. Agreed upon menu and prices shall remain posted at Shop in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names shall reflect current market rates. All posted material shall be clear and printed, not in written format. Licensee shall request approval from City. The City will provide Licensee with designee contact information upon execution of the contract required to the property.
2. Provide an attractive display and storage of merchandise. All signage and displays shall need prior approval by the City.
3. Licensee shall provide signage to be approved by the City prior to installation. Any permit fees required will be at the Licensee's expense.

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4. Only non-glass items shall be used for beverages and food. Plastic straws and Styrofoam products are prohibited.

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Reporting/Cash Handling -

1. Licensee shall retain all monies from entrance fees and sales of Shop's purchases.
2. Licensee shall have reporting metering system to report actual admissions quantity and inventory sold (see Exhibit C (Recordkeeping, Inspection and Audit Procedures)). The City reserves the right randomly audit records for verification of sales figures.
3. All instances of damage, theft and/or vandalism shall be reported to City within twenty-four (24) hours of the incident. The City shall not be responsible for any damages, theft or disappearance from break-in, burglary, or power failure due to hurricane, electrical storm or any act of God. The Licensee shall be responsible for all counterfeit monies and cash shortages. Licensee shall bear any losses sustained due to theft of monies, products and/or damage to its equipment.
4. Licensee shall submit its refund policy in writing to the City within three (3) months of beginning of operation. Licensee shall have a refund website/email address and/or phone number posted where patrons can request a refund rather than contacting City staff.

Maintenance –

1. Licensee shall accept the Shop as is. The City may, at its sole discretion, make improvements, and/or upgrade equipment. Licensee shall not make any improvements, additions or repairs to shop without prior written approval from the City. All modifications must be ADA compliant to receive approval from the City.
2. Licensee shall clean/maintain the Shop daily with approved products by City to present a visibly appealing environment to patrons.
3. Licensee shall notify City of any maintenance/repairs and garbage/waste issues of Shop and surrounding areas.
4. Licensee is to dispose of all garbage and waste each evening in the designated on-site trash receptacles. Receptacles to be provided by the City. No garbage may be stored during business hours within sight of the public. City will dispose of trash from marked receptacles on a daily basis.
5. Licensee shall prepare a plan for other contingencies, such as hurricane evacuation, etc. and submit plan to City for approval prior to start of Shop operation.

Compensation –

1. Licensee shall pay to CITY a fixed annual payment of sixty six thousand dollars (\$66,000.00) payable in twelve equal monthly installments of fifty five hundred dollars (\$5,500.00) to be paid on the first day of each month during the term of this agreement.
2. A monthly report, by Licensee, of gross sales will be due along with payment. Monthly report will also show detailed itemized revenue for both pier entry fees and bait shop sales.
3. If monthly payment and report are submitted past the fifteenth (15th) of the month, following the month in which the revenue was realized, a late payment of five percent

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(5%) of fixed monthly payment will be charge to Licensee. Licensee shall be obligated to pay immediately.

4. City will perform a biannual review of the Licensee's monthly fee and revenue reporting. As a result of said review, City may allow for an adjustment to the fixed annual and monthly payment from Licensee. Licensee may request a review to be conducted earlier if Licensee provides reasonable evidence that it is necessary to do so.