

Exhibit A
Scope of Authorization
McDougle Family Foundation

A. Introduction/Background

The McDougle Family Foundation, Inc. is partnering with McDougle Technical Institute (also referred to as “MTI or the Company”) to develop an athletic program to go along with its mix of academic pathways that lead students into fulfilling, in-demand careers.

MTI will train its students for careers, while giving them the opportunity to develop their athletic skills in order to take the next step to a Division I or Division II athletic program. It is important to note that no college, trade school, or technical program in South Florida offers this specific combination of programs, with the opportunity to pursue athletic development.

B. Objectives

To allow the LICENSEE a space for the LICENSEE’s athletic program to take place.

C. Scope of Work

The Foundation will utilize the North Pompano Park 4400 NE 18th Ave, Pompano Beach, FL 33064 as the primary field to conduct football and basketball practice and games.

The CITY shall ensure that at least five (5) times per week, Monday through Friday for a minimum of two (2) hours per day, both park(s) are available, based upon public usage and demand. Licensee and City shall mutually agree upon the times prior to the start of the program.

In the event the CITY is unable to fully accommodate Licensee on any of these dates due to conflicts of scheduling by the CITY, the CITY shall attempt in good faith to provide alternative accommodation at other facilities of the CITY and shall provide transportation in such cases, if available. There will be a minimal charge for transportation services to be paid to the CITY, according to City Ordinance 34.007. If City transportation is being used, Licensee shall provide registration roster of students participating in that day’s activities.

North Pompano Park



Summary Schedule of Tasks and Deliverables

Compensation - Licensee shall pay to the CITY ten percent (10%) of every non-resident participation cost. This will be paid to the City of Pompano Beach's Parks and Recreation Department, located at 1801 NE 6th Street, Pompano Beach, FL 33060, on a quarterly basis. Once the quarter has ended, payment will be due within thirty (30) days. Payment will include a monthly report showing a list of participants registered in the program and their residency status. Licensee shall ensure that a minimum of fifty-one (51) percent of the program participants will be residents of the City of Pompano Beach. Licensee shall complete daily rosters of participating students. If participation falls below fifty-one (51) percent, the organization will be responsible for paying all fees according to City Ordinance 98.10. These rosters shall be made available to the City upon request.

Licensee shall be responsible for field rental payment for any game and/or practice that falls outside of the timeframe listed above in the Scope of Authorization as per the Field Rental Fees in the City Ordinance 98.10. Cancellations for field rentals that fall outside of the timeframe listed above will follow the cancellation policy listed in City Ordinance 98.10.

Trash and Clean-up of Permitted Area - LICENSEE shall be responsible for clean-up and removal of debris and trash from the Permitted Area during and after any practice, scrimmage, meet or tournament. LICENSEE shall further be responsible for dismantling and removing all 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 based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

COVID Additional Procedures – LICENSEE will comply with all County and City policies and procedures for the program with regards to the COVID-19 pandemic precautions and safety measures to include, but not limited to, all participants, coaches, instructors, etc. will sign the City's Exhibit E – Assumption of Risk and Waiver of Liability Forms.

LICENSEE shall also provide the CITY an up to date written operational plan prior to execution to ensure all CDC guidelines are met. Licensee shall update said plan as necessary to match any updates to CDC guidelines. Failure to meet this requirement shall constitute grounds for immediate termination of this Agreement.