

Golden Isles Tennis Center  
Operating Agreement  
By and Between  
The City of Hallandale Beach  
And  
All Florida Tennis, LLC

This Golden Isles Tennis Center Operating Agreement is made and entered into on the date of last signature (the “Effective Date”) between All Florida Tennis, LLC, a Florida limited liability company located at 510 N. 33rd Ct., Hollywood, FL 33021 (“FIRM”) and the CITY of Hallandale Beach, a Florida municipal corporation located at 400 S. Federal Highway, Hallandale Beach, Florida 33309 (“CITY”) (“Agreement”).

### **Recitals**

**WHEREAS**, CITY is the owner of the Tennis Center located at Golden Isles Park, 600 Blue Heron Dr, Hallandale Beach, Florida, and more particularly described in Exhibit A (“TENNIS CENTER”); and

**WHEREAS**, CITY desires to hire a management and operation company that has the experience and expertise to run a new public Tennis facility, which offers reasonable rates in line with other public tennis centers; and

**WHEREAS**, on May 17, 2018, CITY released Request for Proposal (RFP) #FY 2017-2018-012 seeking a qualified manager and operator of the TENNIS CENTER; and

**WHEREAS**, at the December 12, 2018 City Commission Meeting the City Commission adopted Resolution # 2018-152 awarding RFP # FY 2017-2018-012 GOLDEN ISLES TENNIS CENTER OPERATIONS to FIRM; and

**WHEREAS**, CITY and FIRM are entering into this Agreement to provide for the operation and management by FIRM of the TENNIS CENTER.

**WHEREFORE**, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. **Whereas Clauses.** The foregoing “Whereas” clauses are incorporated herein.
2. **RFP and Proposal.** The CITY has selected FIRM to provide the services as outlined and included in the scope of work in RFP # FY 2017-2018-012 GOLDEN ISLES TENNIS CENTER OPERATIONS and Proposal submitted by Firm, which is hereby incorporated and made part of this Agreement by reference.
3. **Term.**

- a. On September 16, 2020, the City Commission, through Resolution # \_\_\_\_, approved the Golden Isles Tennis Center Operating Agreement in substantially the form executed herein.
  - b. The term of this Agreement shall begin on the date it is fully executed by last signing party (the "Effective Date") and shall end five (5) years later, followed by two optional (2) five (5) year renewal terms that may be approved at the discretion of the City Manager.
4. **Property.** The TENNIS CENTER includes the Basketball and Bocce Courts located within Golden Isles Park, in addition to the TENNIS CENTER as described in Exhibit A (the "Property"). The CITY shall continue to maintain the remaining portion of the property known as Golden Isles Park that does not include the TENNIS CENTER.
5. **Operation and Management.** CITY and FIRM agree that FIRM, together with its permitted assigns, will be the sole and exclusive party to manage and operate the TENNIS CENTER during the term of the Agreement. FIRM hereby accepts all of the rights, obligations and duties of FIRM set forth in this Agreement. CITY hereby accepts all of the rights, obligations and duties of CITY as set forth in this Agreement. The FIRM will provide turn-key operations and management of the TENNIS CENTER. FIRM shall manage the tennis programs to include daily court upkeep and maintenance, operations, pro-shop, concessions, tennis instruction and other tennis program services for the CITY.
6. FIRM shall operate and manage the tennis courts, pro shop services, concession services, and other pertinent areas in a manner that will provide quality service for public use and enhance revenue flow to the CITY. FIRM acknowledges that the TENNIS CENTER is a public park, and expressly agrees that the TENNIS CENTER and all improvements to be constructed upon or operated upon the TENNIS CENTER shall be open to and accessible by members of the public at all times during operating hours. No portions of the TENNIS CENTER shall be designated for exclusive use by any third parties. Although FIRM will be operating an open and inviting TENNIS CENTER, TENNIS

CENTER shall be open to all members of the public on a fee/membership-for-services basis.

7. FIRM shall be responsible for initial startup costs for purchase, installation, and replacement of all TENNIS CENTER furniture, fixtures, equipment (including tennis equipment, sound/ announcing system, software systems, security system) and supplies for use in the TENNIS CENTER. Tennis equipment shall include, but not be limited to, windscreens, nets, court supplies, and court maintenance equipment. Said furnishings and equipment shall be kept in new, or like new condition through regular upkeep and/or timely repairs and shall be the property of FIRM, unless fixed or attached to the facility or land, which shall, upon attachment, be owned by the CITY.
8. **Comprehensive Tennis Program.** FIRM shall be responsible for developing and providing a comprehensive tennis program including but not limited to group and private classes, tournaments, leagues, clinics, camps, social events, open play, junior summer and after school programs, and special needs programming as well as court rentals and memberships. FIRM shall establish, provide and promote a comprehensive program of tennis services to persons of all ability levels.
9. In addition to the any other investment required by this Agreement, FIRM agrees to make an initial payment of \$100,000 towards construction of TENNIS CENTER, \$50,000 payable to CITY at the date of execution of this contract, \$50,000 payable to CITY upon issuance of the Temporary Certificate of Occupancy. FIRM also agrees to make an Initial Reserve Account Payment of \$100,000, payable to CITY upon issuance of the Certificate of Occupancy.
10. **Administration.** FIRM shall administer the TENNIS CENTER, preserving order and providing for safety and security of the facilities and preventing damages to the public or to facilities by players and others.
11. **Quality Service.** FIRM shall operate and manage the tennis courts, Pro Shop services, concession services, and other pertinent areas in a manner that will provide quality service for public use and enhance revenue flow to the CITY.



12. **Minimum Operating Hours.** FIRM agrees that the TENNIS CENTER shall operate 365 days per year, unless otherwise directed by the CITY. The operating hours of the TENNIS CENTER shall be a minimum of 90 hours per week. The FIRM may offer reduced hours for national holidays including Easter Sunday, Thanksgiving Day, and Christmas Day. CITY may authorize, upon FIRM's request, or require, upon CITY's written notice to firm, additional periods of closing.
13. **Permitted Uses.** FIRM agrees to use the TENNIS CENTER only for the uses as stipulated in this Agreement and for no other use without prior written consent of the CITY.
14. **Pro Shop.** FIRM shall provide inventory, operate, manage, and supervise a tennis pro shop that will include, but is not limited to, maintaining, selling and renting of tennis related products. FIRM shall provide tennis racquet stringing and repair services in its Pro Shop. The tennis Pro Shop may be subleased to a third party with the prewritten approval of the CITY.
15. **Food and Drink.** FIRM shall operate, manage, and supervise a concession stand that may include, but is not limited to, selling of food and drink for the public. The concession stand may be subleased to a third party with the prewritten approval of the CITY. The sale or use of alcoholic beverages shall be prohibited.
16. **Polystyrene Policy.** All concession operations shall comply with the CITY's Expanded Polystyrene Policy as provided in Exhibit D hereto.
17. **No Tobacco.** Sale or use of tobacco or vape products shall be prohibited at all times at the TENNIS CENTER. The TENNIS CENTER shall be a smoke-free facility.
18. **Quality Items.** All items sold shall be of high quality, and the services provided shall be rendered courteously and efficiently. CITY reserves the right to prohibit the sale of any item that it reasonably deems objectionable, and CITY shall have the right to order the improvement of the quality of either the merchandise or the services rendered.
19. **No Discrimination.** FIRM shall design, implement, manage, control and supervise instructional, recreational, and related tennis programs with the overall goal of making

participation in the sport of Tennis available to all members of the community who seek it regardless of race, color, creed, sex, sexual orientation, gender identity, national origin or economic status.

20. **Annual Programming Plan.** Within ninety (90) days of the end of each calendar year during the term or any renewal term, or upon written request of either party, FIRM shall meet and review the programming at the TENNIS CENTER with CITY. At such meetings, FIRM shall provide CITY with a tentative list of programs and events for the next upcoming year. The FIRM's annual programming plan will include two CITY-endorsed events held annually at no cost to the CITY including professional exhibitions with family fun day activities.
21. A minimum of one half of the courts must always be available for members/guest play. Up to one half of the courts may be reserved for private and group lessons and clinics. Tournaments will start no earlier than 11am on member/ guest play courts to allow for morning open play. No more than one tournament may be held per month without prior written permission by the CITY.
22. **Ancillary Services.** FIRM shall be allowed to provide ancillary services that enhance the patron experience including sport medicine and massage services.
23. **Special Events.** FIRM may hold special events subject to compliance with CITY's standard approval process for special events. All events held at the TENNIS CENTER shall abide by the CITY's Green Events Policy as provided in Exhibit E. FIRM is responsible for light fees for all events held pursuant to this paragraph.
24. **Exclusive Rights.** FIRM shall have the exclusive right to administer tennis lessons and programs at all other CITY facilities. FIRM shall endeavor to provide tennis programming at other CITY facilities, which shall be identified in the Annual Programming Plan. CITY may request, and FIRM will not unreasonably deny, FIRM's permission to allow a third-party to provide tennis lessons or programs at other CITY facilities for a specified period of time if the Annual Programming Plan does not identify any FIRM activities at that facility for the above-mentioned specified period of time.

25. **CITY Ownership.** CITY is constructing improvements paid for in part or whole by the CITY for the benefit of the CITY and FIRM acknowledges that CITY, not FIRM, will be the owner of the improvements and the TENNIS CENTER at all times during the Term or any Renewal Term, Upon completion of the Term or any Renewal Term, FIRM shall convey to CITY all its title and interest in the TENNIS CENTER, free and clear of a liens and encumbrances.
26. **Modifications to TENNIS CENTER.** Any and all changes to the TENNIS CENTER require CITY's prior written consent. FIRM shall not alter the TENNIS CENTER in any way including, but not limited to, partitions, water and sewer lines, electric service, paint and HVAC systems, without the express prior written consent of CITY. FIRM shall not alter the exterior of the TENNIS CENTER including, but not limited to, grasses (except for routine lawn maintenance), groundcovers, shrubs, trees and irrigation systems, without the express written consent of CITY.
27. **Record Keeping.** FIRM shall maintain a listing or log of the use of all tennis courts, which contains names of player reservations, including the name and number of players and date and time of use. FIRM may use the CITY's registration/reservation software system as mutually agreed upon.
28. **CITY Use.** CITY shall have the right, from time to time, to use portions of the TENNIS CENTER for programs and services offered by the CITY without charge to the CITY or the public.
29. **Responsibility for Costs.** FIRM shall be responsible for all program costs associated with operation of the TENNIS CENTER.
30. **Promotions and Marketing.** FIRM shall be responsible for all Promotional and Marketing efforts on behalf of the TENNIS CENTER subject to CITY approval. FIRM shall develop outreach, promotional and advertising efforts subject to CITY approval.
31. **Standards of Operation.** FIRM shall provide a professional operation that is safe and customer-oriented with prompt service, complaint resolution, effective employee performance and training and timely initiation and completion of all work.

32. **Unsafe Conditions.** FIRM shall notify the CITY of any unsafe conditions, such as high lines, and ensure that proper maintenance is completed before the courts are open to the public.
33. **Inspection Rights.** CITY shall have the right at all times to inspect the TENNIS CENTER to ensure compliance with the agreement.
34. **Customer Service.** FIRM shall ensure the highest standards of customer service and shall be responsible for all public relations efforts on behalf of the TENNIS CENTER.
35. **Intellectual Property.** FIRM shall not use the name of the CITY, the name or the CITY logo, or any other CITY likeness, in any advertising or publication(s) without CITY's prior written approval. CITY shall not use the name of All Florida Tennis, LLC, or the All Florida Tennis, LLC logo or any other All Florida Tennis, LLC likeness, in any advertising or marketing publication(s) without FIRM's prior written approval.
36. **Administration and Protection of Center.** FIRM shall be responsible for administration of TENNIS CENTER facility TENNIS CENTER, preserving order, providing for security of facilities, and preventing damages to facilities by players and others.
37. **Public Use Areas.** FIRM may not impose any charge for the use of the public restrooms, parking or facilities outside of the TENNIS CENTER.
38. **Staffing.**
  - a. FIRM shall provide sufficient competent and professional staff of good moral character to ensure a safe and pleasant experience for guests. The staffing shall include skilled maintenance, administrative, support and program personnel as well as an assigned executive director.
  - b. FIRM shall comply with Level II background screenings required by Section 435.04, Florida Statutes, which provides: The security background investigations under this section must ensure that no persons subject to the provisions of this section have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense

prohibited under any of the following provisions of state law or similar law of another jurisdiction [of the crimes listed in subsection (2)(a)-(zz) or (3) of Section 435.04, F.S.]

- c. FIRM shall ensure all employees, agents, subcontractors, and volunteers (collectively "Staff") have current certifications, licenses and training including AED and CPR, and USPTA.
- d. In the event that any person or vendor on FIRM's Staff is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the FIRM in writing of such fact and the FIRM shall immediately remove said Staff unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.
- e. FIRM shall ensure that Staff working at FIRM shall not discriminate against any person because of race, color, creed, sex, national origin, sexual orientation, gender or economic status by refusing to furnish such person any service or privilege offered or enjoyed by the general public within the programs designed and implemented by FIRM that have been approved by CITY.
- f. FIRM and its Staff shall be distinctively uniformed to be distinguishable as FIRM's Staff and not as an employee of the CITY.
- g. FIRM's Staff providing services under this Agreement shall wear clothing appropriate for a professional, high quality tennis facility. No t-shirts, flipflops or ill-fitting clothes are permitted. Tennis attire is preferred for teaching/coaching professionals and collared shirts for other personnel. The logo, seal, or name of the CITY shall not be used without prior written permission of the CITY.
- h. FIRM shall ensure that its Staff shall conduct themselves courteously in their relations with the public.
- i. FIRM shall observe the rate of pay, benefits and working conditions that are being generally paid to persons employed in similar business in the immediately surrounding community.
- j. FIRM shall be responsible for all staffing costs associated with operation of the TENNIS CENTER.

**39. Fees.**

- a. FIRM shall ensure the proper collection of all fees in advance. No service or good should be provided for free or at a reduced rate to any person except as authorized herein or explicitly pre-approved in writing by CITY. All fees hereunder shall be handled by FIRM's staff.
- b. FIRM agrees to offer financial assistance to youth participants on a sliding scale through the Youth Economic Assistance Program to all CITY residents who demonstrate an inability to pay the full rates. (Exhibit I)
- c. FIRM may impose and will set reasonable fees and charges for use of the TENNIS CENTER. The schedule of fees shall require CITY approval. Any increase in fees over a 10% annual increase shall require CITY approval.
- d. FIRM agrees to provide a discount to CITY residents for at least ten (10%) percent for all charges hereunder, except for the Pro Shop or Concession sales.
- e. No memberships shall be for periods of more than twelve (12) months. FIRM shall inform CITY and advertise to the users of the Center the fees set by the US Tennis Association for tournaments.
- f. FIRM may offer other discounts, as outlined in the approved schedule of fees, including pre-payment discounts, pre-paid quantity discounts, and the like.

**40. Revenue Sharing.** It is agreed that one hundred percent (100%) of gross revenue from hard court fees, light fees, membership and guest fees will be paid by FIRM to CITY. It is agreed that that one hundred percent (100%) of gross revenue up to \$300,000 annually from clay court fees, tournaments, private/group lessons, clinics, camps, events (except for CITY-organized event), ancillary services, concessions and the pro shop will be retained by FIRM, with gross revenue for such items beyond \$300,000 in any year to be divided as follows: 96% to FIRM, 4% to CITY reserve account. However, where revenue generated for FIRM as addressed in the preceding sentence requires the use of court lights, a light fee must be paid to the CITY and will not be included in the calculation of gross revenue for the purposes of the 4% calculation.

**41. Shortfalls.** FIRM shall be responsible for all its cash net shortfalls.

42. **Utilities.** CITY shall be responsible to provide the TENNIS CENTER electric, water, and sewer. FIRM shall be responsible to pay all other utilities including but not limited to gas, sanitation, internet, and telephone.
43. **Taxes.** FIRM must collect, pay and report all federal, state, and local taxes. FIRM shall be exclusively responsible for any and all taxes or assessments levied against it or the TENNIS CENTER by any government agencies other than the CITY.
44. **Budget.** Within sixty (60) days of the opening of the facility and by October 1<sup>st</sup> each year thereafter, FIRM shall submit to the CITY an annual budget for the upcoming calendar year. The annual budget shall identify total projected gross revenues, projected revenues for City, projected revenues for FIRM, projected expenses for salaries, number of employees, projected advertising and marketing expenditures, and projected expenditures for maintenance and repairs. FIRM agrees to budget and spend no less than eight percent (8%) of the total annual gross revenues to be used for annual basic repairs and maintenance as well as associated maintenance staffing costs.
45. **Monthly Ledger.** FIRM shall submit a monthly general ledger and financial statement (profit/ loss) for the TENNIS CENTER for the immediate month prior and for year-to-date, and a breakdown of actuals to budget. Further, within ninety (90) days of the end of each of the FIRM's fiscal years, FIRM shall submit to CITY its financial statements including general ledger income statement, a report of gross receipts per month, and the summary of activities and performance measures arising from the operations for the year. FIRM shall provide the CITY the Annual Audit and Management Letter of FIRM, prepared by an independent CPA, within one hundred fifty (150) days of each of FIRM's Fiscal Year ends.
46. **Audit Rights and Pubic Records.**
- a. CITY shall have the right to audit the All Florida Tennis, LLC books, records and accounts. FIRM and its subcontractors shall preserve and make available all financial records, supporting documents, statistical records, and any other documents

pertinent to this Agreement during the Term hereof, and for seven (7) years following the expiration or termination of the final Term hereof.

- b. CITY shall have the right to audit the books, records, and accounts of FIRM and its subcontractors that are related to this Project. FIRM and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of FIRM and its permitted subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, FIRM or its subcontractors, as applicable, shall make same available at no cost to CITY in written form.
- c. FIRM and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. FIRM and its subcontractors shall comply with all requirements of the Florida Public Records Act, as applicable. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by FIRM or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.
- d. FIRM acknowledges the following section and shall, by written contract, require its permitted subcontractors to acknowledge and agree to the requirements and obligations of this Agreement, including the following:

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC**



**RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009**

**47. Legal Compliance.**

- a. FIRM shall ensure compliance with all applicable Federal, State and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events.
- b. FIRM shall comply with and enforce CITY Ordinances and all rules and regulations of the Parks Department at the TENNIS CENTER, as are attached hereto as Exhibit G, and as amended from time to time.

**48. No Nuisance, No Waste, Control of Noise.** FIRM shall not commit or permit any waste, odor, noise, nuisance, or any activity that violates any governmental requirement or which disturbs the quiet enjoyment of visitors to the TENNIS CENTER. FIRM shall be responsible for monitoring and controlling the level of noise coming from the TENNIS CENTER and its participants, so as to abide by the Hallandale Beach Code of Ordinance, Section 9, Article III, Noise as provided in Exhibit F, so as not to disturb the visitors of the TENNIS CENTER or owners of adjacent properties.

**49. No Hazardous Materials.**

- a. FIRM shall not permit flammable materials such as gasoline, kerosene, naphtha, benzene, explosives or other articles, goods or merchandise of an intrinsically hazardous or dangerous nature to be brought into the TENNIS CENTER, unless such materials are customarily used or required in connection with the permitted uses hereunder. FIRM assumes all liability for such uses if they are customarily used or required.
- b. FIRM shall not permit any odors, acids, vapors, or other gases or materials to be discharged from the TENNIS CENTER.

**50. No Obstructions.** FIRM shall use reasonable efforts not to obstruct any sidewalk, passageway, entrance, exit, stairway, lobby, corridor, hall, or other area on the TENNIS CENTER.

51. **Locks.** CITY shall install locks on the doors of the TENNIS CENTER and will provide FIRM with copies of each key for each lock in the TENNIS CENTER. FIRM shall keep doors, windows, and other means of entry to the TENNIS CENTER secure during non-operating hours. FIRM shall not provide copies of keys to anyone except its top management and personnel required to use keys in operating the TENNIS CENTER, and FIRM assumes all liability for misuse or unauthorized copying of such keys. Upon termination of this agreement, FIRM shall surrender to CITY all keys to the Parks, Recreation and Open Spaces Department.
52. **Animals.** No dog or other animal of any kind (except for service animals as defined by Department of Justice regulations at 28 C.F.R. § 35.104 (2013), or any successor or amended regulation) shall be permitted by FIRM in the TENNIS CENTER or any part thereof.
53. **TENNIS CENTER Rules and Regulations.** CITY may, from time to time, adopt reasonable rules and regulations pertaining to the use and operation of the TENNIS CENTER, which FIRM agrees to comply with and enforce.
54. **Signage and Name.**
- a. FIRM shall not erect any sign at the TENNIS CENTER or in the vicinity thereof without obtaining prior written approval of CITY except for informational signs in and around the building.
  - b. The premises that are the subject of this Agreement shall be known by the name of Golden Isles Tennis Center and this name may not be changed by FIRM.
  - c. Hours of operation, recreational play, and other scheduled activities shall be conspicuously posted by FIRM and shall be available to all persons who might wish to use the courts so as to assure that inconvenience to users will be avoided where at all possible.
  - d. FIRM must conspicuously post the prices for all goods and services so as to be available to all persons who might wish to use the facility.
  - e. FIRM shall post in a conspicuous place where monies are collected, a facsimile receipt mounted on a sign that shall state that any person paying for goods and/or services shall

receive a receipt of the same form as posted and if a different form of receipt is received, the CITY of Hallandale Beach CITY Manager's Office should be notified at (954) 457-1300 or HBParksRec@CoHB.org.

55. **Licenses.** FIRM must obtain and maintain, and shall ensure any subcontractors obtain and maintain, all necessary licenses and permits during the Term hereof.
56. **Permits.** FIRM shall obtain and pay for all permits or licenses that may be required for the operation of the TENNIS CENTER.
57. **Sustainable Practices Policy.** FIRM shall ensure that all TENNIS CENTER operations abide by the CITY's Sustainable Practice Policy as provided in Exhibit H.
58. **Maintenance.**
  - a. FIRM shall, at its sole cost and expense, keep, maintain and properly repair the TENNIS CENTER including without limitation all recreational spaces, equipment, furniture and fixtures, in first class, safe, clean, neat, sanitary and lawful order, condition and repair, free of pests and vermin, excepting only reasonable wear and tear that does not negatively affect or deteriorate the appearance, aesthetics, or structural integrity of the TENNIS CENTER.
  - b. FIRM will provide windscreens, nets, court supplies, clay court material, janitorial, cleaning supplies, and all materials and supplies necessary for the successful operation of the TENNIS CENTER.
  - c. FIRM shall be responsible for the payment of all costs and expenses associated with the operation, daily maintenance and repair, and security of the TENNIS CENTER. See Exhibit C for list of non-exhaustive repair and maintenance items.
  - d. FIRM shall provide regular, daily, inspection of facilities.
  - e. FIRM shall provide routine custodial/ janitorial service and care of tennis facility, center, and courts.
  - e. FIRM shall keep the building and TENNIS CENTER in a neat and clean condition.
  - f. FIRM must remove litter and all other debris on a daily basis.
  - g. FIRM shall be responsible for routine, daily, maintenance of tennis courts, with regular cleaning and sweeping of the same.

- k. FIRM shall provide all necessary tools, equipment and furnishings related to successfully operating the tennis facility and shall ensure, by regular upkeep and/or timely repairs, that all equipment needed to provide all proposed services for this tennis operation is available and in good working order at all times and shall ensure that at no time will service be adversely affected by inoperable, damaged, substandard, and/or defective equipment.
  - l. FIRM shall perform daily maintenance of the courts and take all necessary measures to keep the courts in good conditions to ensure high-quality and efficient use.
  - m. FIRM shall provide daily janitorial services for the TENNIS CENTER building and grounds including parking lot, and play courts including tennis, basketball, and bocce courts to ensure safe and injury-free play.
  - n. FIRM shall take satisfactory care of the facilities as determined by Parks, Recreation and Open Spaces Department staff, and shall use the same in a careful manner and shall, at its own cost and expense, promptly repair TENNIS CENTER or facilities damaged by the FIRM's or other's operations.
  - o. FIRM shall be responsible for remediation of Vandalism of areas in which they operate, maintain, and control including the immediate remediation of graffiti.
  - p. FIRM shall keep TENNIS CENTER free of uncontained or piled up garbage and trash. No trash shall be stored during business hours within sight of the public and FIRM shall provide for regular, garbage removal.
  - q. The parties shall meet within ninety (90) days of the end of each calendar year to review maintenance and operation of the TENNIS CENTER. The parties shall perform an inspection and document any repairs or other maintenance items that need to be corrected by FIRM, and FIRM shall make such corrections promptly in each case.
59. **Severe Weather Plan.** If a severe weather event is predicted, such as a storm, hurricane, tornado, FIRM shall be responsible at its sole cost for securing all portions of the TENNIS CENTER prior to the anticipated weather event and for cleaning up the TENNIS CENTER after the weather event, including the removal of debris from the TENNIS CENTER.

**60. Repairs and Reserves.**

- a. CITY shall be responsible for the long term capital repairs and replacement costs for the TENNIS CENTER, which shall include the building structure, major roof repairs / replacement and exterior painting and pressure cleaning of TENNIS CENTER Building, HVAC, electrical and plumbing systems, landscaping, irrigation and the parking lot, as outlined in Exhibit C.
- b. A Reserve Account shall be established for major capital repairs or replacements to the TENNIS CENTER. The initial reserve account contribution of \$100,000 will be made upon the building receiving the Certificate of Occupancy. Thereafter four percent (4%) of certain revenues as indicated in Paragraph 40 herein will be deposited into the reserve account.
- c. The annual reserve account contribution shall not exceed \$300,000 in any calendar year.
- d. Funds deposited into the reserve account are for the sole use by CITY only to make major repairs, replacements and refurbishments as needed in CITY's discretion and judgment.

**60. Condition Upon Termination.** Upon termination or expiration, FIRM shall deliver and turn over the TENNIS CENTER and all improvements and fixtures to the CITY in good, clean, and functional condition.

**61. No Assignment.**

- a. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by FIRM of this Agreement or any right or interest herein without CITY's written consent.
- b. FIRM represents that each person who will render services pursuant to this Agreement is duly qualified, and licensed, as applicable, to perform such services by all appropriate

governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

- c. FIRM shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of FIRM's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

62. **Subcontractors.** FIRM may propose subcontractors for certain of its operation and maintenance obligations under this Agreement for the approval of City, which approval shall not be reasonably withheld, subject to the following conditions:

- a. Any subcontractor hired by FIRM must be a legal entity validly formed and in good standing in the State of Florida, must possess all licenses required by the applicable governmental authorities.
- b. Should CITY have reasonable concerns about the qualifications or performance of any subcontractor retained by FIRM, CITY will notify FIRM of its concerns and the parties will confer and make efforts to remedy.
- c. In order to promote job growth in the CITY, FIRM will use best efforts to contract for goods and services with companies that are owned by CITY residents or located within the CITY, where such companies are otherwise qualified and competitive.
- d. FIRM's reports on the hiring program shall also include data regarding contracts entered into with local companies under this paragraph.
- e. FIRM shall, by written contract, require its subcontractors to agree to all the requirements and obligations of this Agreement, including but not limited to the insurance, indemnification and sovereign immunity sections.

63. **Insurance.**

- a. Firm agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverage's, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Firm is not intended to and shall not in

any manner limit or qualify the liabilities or obligations assumed by Firm under any resulting contract.

- b. Commercial General Liability: Firm agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate affording coverage for claims arising out of, but not limited to, the Golden Isles Tennis Facility specifications / scope of work under this Contract herein. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability/Severability of Interest.
- c. Firm agrees to maintain Commercial General Liability with Athletic Participant liability coverage at policy sub-limit of liability not less than \$100,000 each Occurrence and \$100,000 Annual Aggregate.
- d. Firm agrees to maintain Commercial General Liability with Sexual Abuse or Molestation coverage at a policy sub-limit of liability not less than \$100,000 Each Occurrence and \$100,000 Annual Aggregate.
- e. Participant Medical Accident Insurance: Firm agrees to maintain Participant Medical Accident insurance in the amount not less than \$10,000 for excess medical and \$2,500 for Accident Death and Dismemberment (AD&D).
- f. Automobile Liability: Firm agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Firm does not own automobiles, Firm agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- g. Worker's Compensation Insurance & Employers Liability: Firm agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.
- h. Commercial Blanket-Fidelity Crime Bond: Firm agrees to maintain a Commercial Fidelity Bond for employee theft and dishonesty on a Blanket Basis at a limit not less than \$25,000. This bond or theft coverage shall be specifically endorsed to cover "Third-Party

“liability including an endorsement evidencing a third-party beneficiary clause in favor of City. The bond shall include a minimum twelve (12) month “Discovery Period” when written on a Loss Sustained basis.

- i. Liquor Legal Liability: Firm agrees to maintain Liquor Legal Liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The coverage may be written on a designated premises / location basis only, or satisfied by way of endorsement to the Commercial General Liability however, evidence of Host Liquor Liability coverage will not satisfy this requirement alone. Firm agrees to endorse the City as an Additional Insured on the Liquor Legal Liability insurance. This insurance requirement only applies if the Firm maintains a liquor permit / or sells or distributes alcohol at the Golden Isles Tennis Facility. Regardless if for profit or otherwise.
- j. Additional Insured: Firm agrees to endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Firms – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Firms – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Firms- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."
- k. Waiver of Subrogation: Firm agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Firm to enter into a pre-loss agreement to waive subrogation without an endorsement, then Firm agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Firm enter into such an agreement on a pre-loss basis.



**64. Indemnification.**

- a. To the fullest extent permitted by law, the FIRM agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the FIRM or persons employed or utilized by the FIRM in performance of the Agreement.
- b. To the fullest extent permitted by law, the FIRM agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the FIRM or persons employed or utilized by the FIRM in performance of the Agreement.
- c. FIRM agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of FIRM, any sub-Firms, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. FIRM further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects, for any construction done by the FIRM or its subcontractors or agents. Neither the FIRM nor any of its sub-Firms will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. Nothing in this Agreement shall be construed to affect in any way the CITY's rights, privileges, immunities, and limits to the CITY's liability as provided by law and as set forth in Florida Statute 768.28.

**65. Condemnation.****a. Complete Condemnation.**

- i. If the entire TENNIS CENTER is taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu of eminent domain (in each case, a "Taking"), or if the Taking is for a portion of the TENNIS CENTER such that the portion remaining is not sufficient and suitable, on a commercially reasonable basis (subject, however, to the rights of the Insurance Trustee hereunder), for the operation of the Improvements, then this Agreement will cease and terminate as of the date on which the condemning authority takes possession.
- ii. If this Agreement is so terminated, the entire award for the TENNIS CENTER or the portion taken will be apportioned between the CITY and the FIRM as of the day immediately prior to the vesting of title in the condemner, as follows:
  1. First, but only if the CITY is not the authority condemning the TENNIS CENTER, the CITY will receive the then fair market value of the portion of the TENNIS CENTER so taken or condemned considered as vacant, unimproved, and unencumbered, together with the value of the Improvements, discounted from the end of the Term;
  2. Second, FIRM will be entitled to the then fair market value of its interest under this Agreement and in the Improvements, less the discounted value of the Improvements allocated to the CITY, together with any and all business damages suffered by FIRM; and
  3. The CITY and FIRM shall each receive one-half of any remaining balance of the award, except that the FIRM will receive the entire remaining balance of the award if the CITY is the authority condemning the Project.

**b. Partial Condemnation**

- i. If there is a Taking of a portion of the TENNIS CENTER, and the remaining

portion can be adapted and used to operate the Improvements in the same manner it was previously operated, on a commercially reasonable basis), then this Agreement shall continue in full force and effect, and the award shall be apportioned as follows:

1. First, to the FIRM to the extent required for restoration of the Improvements;
  2. Second, but only if the CITY is not the authority condemning the Improvements, to the CITY the portion of the award allocated to the fair market value of the TENNIS CENTER which is taken, considered as vacant and unimproved;
  3. Third, to the FIRM, the amount by which the value of FIRM's interest in the Improvements and the TENNIS CENTER were diminished by the taking or condemnation. The CITY and FIRM will each receive one-half of any remaining balance of the award, except that the FIRM will receive the entire remaining balance of the award if the CITY is the authority condemning the TENNIS CENTER.
- ii. Restoration After Condemnation. If this Agreement does not terminate due to a Taking, then:
1. FIRM will be required to restore the remaining portion of the Improvements with due diligence in accordance with the provisions in this Agreement pertaining to alterations and renovations.
  2. The entire proceeds of the award will be deposited and treated in the same manner as insurance proceeds are to be treated under this Agreement until the restoration has been completed and FIRM and the CITY have received their respective shares of any remaining balance of the award.
  3. If the award is insufficient to pay for the restoration, FIRM will be

responsible for the remaining cost and expense; and

4. The Operating Fees due under the Agreement will be adjusted proportionately based upon the proportion that the amount received by the CITY with respect to the portion of the TENNIS CENTER taken bears to the total fair market value of the overall TENNIS CENTER at that time.
  - c. Temporary Taking. If there is a Taking of the temporary use (but not title) of all or any part of the TENNIS CENTER, this Agreement will remain in full force and effect, but only to the extent it is commercially reasonable. There will be no abatement of any amount or sum payable by or other obligation of FIRM under the Agreement. FIRM will receive the entire award for any temporary Taking to the extent it applies to the period prior to the end of the Term, and the CITY will receive the balance of the award.
  - d. Determinations. If the CITY and the FIRM cannot reach agreement regarding any issue arising out of a Taking, the parties will seek a judicial determination by the court with jurisdiction over the Taking. For purposes of the Agreement provisions pertaining to a Taking, any personal TENNIS CENTER taken or condemned will be deemed to be a part of the Improvements, and the provisions of the Agreement regarding Takings will be applicable to such TENNIS CENTER.
  - e. Payment of Fees and Costs. All fees and costs incurred in connection with any condemnation proceeding will be paid in accordance with the law governing condemnation proceedings, as determined by the court, if appropriate.
- 66. FIRM Events of Default.** Each of the following occurrences constitutes a default ("Event of Default") by FIRM under the Agreement:
- f. Failure to Pay. FIRM's failure to pay any fee or other payment due under this Agreement within 5 days after the due date.
  - g. Failure to Perform. FIRM's failure to perform any obligation or fulfill any covenant or agreement set forth in this Agreement after receipt of notice from the CITY of the non-performance and expiration of a 15-day period of time to cure such non-

- performance. If such non-performance cannot be cured within the 15-day period, FIRM will not be deemed in default as long as FIRM has commenced and is diligently proceeding in good faith to cure the non-performance, and the non-performance is cured within a reasonable time after the notice of non-performance.
- h. Voluntary Bankruptcy. If FIRM (a) is voluntarily adjudicated a bankrupt or insolvent, (b) seeks or consents to the appointment of a receiver or trustee for itself or for all or any part of its TENNIS CENTER, (c) files a petition seeking relief, including reorganization, arrangement or similar relief, under the present Bankruptcy Code or other similar present or future applicable laws of the United States or any state or other competent jurisdiction, (d) makes a general assignment for the benefit of creditors, or (e) admits in writing its inability to pay its debts as they mature.
  - i. Involuntary Bankruptcy. If a receiver or trustee is appointed for FIRM or for all or any part of its properties without consent and such appointment is not vacated within 60 days, or if a petition is filed against FIRM seeking relief, including reorganization, arrangement or similar relief, under the present bankruptcy code or other similar present or future applicable laws of the United States or any state or other competent jurisdiction, and such petition is not dismissed within 90 days after the filing thereof.
  - j. Assignment of Agreement. The assignment, pledge or mortgaging by FIRM of this Agreement or any assignment by FIRM of its rights or obligations except as expressly permitted in this Agreement.
  - k. Dissolution. If FIRM voluntarily or involuntarily dissolves or liquidates, unless the dissolution or liquidation is part of a transaction specifically approved by CITY or is otherwise permitted under this Agreement.
  - l. Assignment by FIRM for the benefit of creditors.
  - m. Abandonment or discontinuation of operations for more than a 48-hour period without prior written approval from the CITY. The foregoing shall not apply to

- emergencies which shall include, but not be limited to, inclement weather, lack of electrical service, acts of God, and other conditions beyond the control of FIRM.
- n. Unapproved change of ownership interest in FIRM and/or failure to submit the ownership list within 24 hours upon the request of the CITY.
  - o. Failure to cease any activity which may cause limitation of CITY's use of the Park.
  - p. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.
  - q. A final determination in a court of law in favor of the CITY in litigation instituted by the FIRM against the CITY or brought by the CITY against FIRM.
  - r. The inability or failure of the FIRM to provide the CITY with an unqualified certified statement of sales, or to strictly adhere to the revenue control procedures established in this agreement shall constitute a non-curable default and in such event the CITY shall have the right to terminate this Agreement upon fifteen (15) calendar days written notice to the FIRM.
  - s. **Habitual Default:** Notwithstanding the foregoing, in the event that the FIRM has defaulted (4) four times within a 12 month period, regardless of whether the FIRM has cured each individual condition of breach of default as provided herein above, the FIRM may be determined by the CITY Manager to be an "habitual violator."
    - i. At the time that such determination is made, the CITY Manager shall issue to the FIRM a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the FIRM that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively,

shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement.

- ii. In the event of any such subsequent breach or default, CITY may cancel this Agreement upon the giving of written notice of termination to the FIRM, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the FIRM shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the FIRM shall discontinue its operations at the Park, and proceed to remove all its personal TENNIS CENTER in accordance with this agreement.

- t. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause.

67. **CITY Events of Default.** CITY's failure to perform any obligation or fulfill any covenant or agreement set forth in the Agreement after receipt of written notice from FIRM of the non-performance and expiration of a 15-day period of time to cure such non-performance. If such performance cannot be cured within the 15-day period, the CITY shall not be deemed in default as long as the CITY has commenced and is diligently proceeding in good faith to cure the non-performance, and the non-performance is cured within a reasonable time after the notice of non-performance.

68. **Termination and Remedies for Events of Default.** If an Event of Default occurs, either party may seek all legal and equitable remedies available, including, without limitation, cancellation of the Agreement, removal of FIRM from the TENNIS CENTER, specific performance, injunctive relief, and damages.

- a. Termination by CITY for FIRM Default. In the event of a termination of this Agreement by CITY after an Event of Default by FIRM, FIRM will have no further rights under this Agreement. Upon notice of termination, FIRM shall immediately cease all operations at the TENNIS CENTER and shall pay in full all amounts due CITY as set forth in this

Agreement through the date of termination. FIRM will be liable for all compensatory damages incurred by CITY in connection with the Event of Default.

- b. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- c. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. FIRM acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by FIRM, for CITY's right to terminate this Agreement for convenience, and that FIRM shall not be entitled to any consequential damage or loss of profits.
- d. Termination by FIRM. In the event of a termination of this Agreement by FIRM after an Event of Default by CITY, CITY shall have no further rights under this Agreement.
- e. Remedies Cumulative and Concurrent. No right, power or remedy of CITY or FIRM provided in this Agreement is intended to be exclusive of any other right, power, or remedy. Each right, power and remedy is cumulative, concurrent and in addition to any other right, power or remedy of either party now or hereafter existing at law or in equity. Either party may pursue its rights, powers and remedies separately, successively, or



together against the other party. Failure by either party to exercise any right, power or remedy will not be construed as a waiver or release of such right, power or remedy.

69. **Waiver, Delay or Omission.** No waiver of any Event of Default extends to or affects any other Event of Default or impairs any party's rights, powers or remedies as to any other Event of Default. No delay or omission by a party to exercise any right, power or remedy may be construed to waive an Event of Default or to constitute acquiescence to an Event of Default.
70. **Force Majeure.** Neither the CITY nor FIRM, as the case may be, will be considered in breach of or in default of any of their respective non-monetary obligations under this Agreement as a result of an unavoidable delay due to strikes, lockouts, acts of God, inability to obtain labor or materials due to governmental restrictions, riot, war, hurricane or other similar causes beyond the commercially reasonable control of a party (in each case, an event of "Force Majeure"). Upon the occurrence of a Force Majeure, the applicable time period will be extended for the period of the Force Majeure event.
71. **Proofs of Claim.** In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, seizure of FIRM's TENNIS CENTER by any Governmental Authority, or other judicial proceedings affecting FIRM, or any of its properties, CITY, to the extent permitted by law, may file the necessary proofs of claim or other documents in order to have its claim allowed for any unpaid amounts due CITY under this Agreement.
72. **Notices.** Any notice, demand or other communication required or permitted to be given by the terms of this Agreement must be in writing and must be sent by (a) a recognized overnight delivery service which provides confirmation of delivery; (b) certified or registered mail, return receipt requested; (c) hand-delivery, with a delivery receipt provided to the sender; or (d) facsimile or email, provided that the notice is also sent by one of the three foregoing methods. Notice will be effective upon delivery or refusal of delivery. A party may change its address for notice by sending written notice of the new

address in accordance with this provision. The addresses of the parties for the giving of notice are as follows:

If to the CITY: CITY of Hallandale Beach  
Attn: CITY Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009  
Telephone: 954 457 1325  
Facsimile: 954 457-1342

With a copy to: CITY of Hallandale Beach  
Attn: CITY Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009  
Telephone: 954 457-1325  
Facsimile: 954 457 1342

If to FIRM: All Florida Tennis, LLC  
510 N. 33rd Ct.  
Hollywood, FL 33021  
Attn: President

73. **Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or FIRM elects to terminate this Agreement.
74. **Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

75. **Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, FIRM AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
76. **Sovereign Immunity.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes. The Firm agrees that the caps established by the Florida Legislature for tort shall apply to this Agreement, regardless of whether a claim arises in tort, equity or contract.
77. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and FIRM or others delegated authority to or otherwise authorized to execute same on their behalf.
78. **Prior Agreements.** This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
79. **Priority.** In the event of conflict of provisions, it is agreed that order of priority shall be: 1) this Agreement and its exhibits, 2) the RFP FY 2017-2018-012 Golden Isles Tennis Center Operations and 3) FIRM's Proposal.

80. **Representation and Authority.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
81. **Multiple Originals.** Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
82. **Nondiscrimination, Equal Opportunity.**
- a. FIRM shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.
  - b. FIRM's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
  - c. FIRM shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, FIRM shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

- d. FIRM shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- e. FIRM shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

**83. Domestic Partner Benefits Requirement.**

- a. FIRM certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- b. FIRM shall comply with the applicable provisions of this section. The Firm certifies and represents that it will comply with this section during the entire term of the Contract.
- c. The failure of the Firm to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- d. The City may terminate the Contract if the Firm fails to comply with this section.
- e. The City may retain all monies due or to become due until the Firm complies with this section.
- f. Exception and waiver. The provision of this section shall not apply where:
  - i. The FIRM provides benefits neither to employees' spouses nor spouse's dependents.
  - ii. The FIRM is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised

or controlled by or in conjunction with a religious organization, association or society.

iii. The FIRM is a governmental entity.

iv. The contract is for the sale or lease of property.

v. The covered contract is necessary to respond to an emergency.

vi. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.

vii. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:

1. Where only one (1) solicitation response is received.

2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

84. **Scrutinized Companies.** The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the Firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

85. **Public Entity Crime Act.**

FIRM represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public

building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a FIRM, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

86. In addition to the foregoing, FIRM further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether FIRM has been placed on the convicted vendor list.
87. **No Third Party Beneficiaries.** Neither FIRM nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
88. **Independent Contractor.** FIRM is an independent contractor under this Agreement. In providing services, neither FIRM nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to FIRM or FIRM's agents any authority of any kind to bind CITY in any respect whatsoever.
89. **No Conflicts.** Neither FIRM nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with FIRM's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.
90. **Subcontractor Agreement.** In the event FIRM is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, FIRM agrees to

require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as FIRM.

91. **Materiality.** CITY and FIRM agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.
92. **No Waiver.** CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
93. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.
94. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding among the parties relating to the subject matter of the Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties, concerning the matters addressed herein.
95. **No Personal Liability of CITY Representatives.** FIRM acknowledges that this Agreement is entered into by a municipal corporation. FIRM agrees that no individual elected official, employee, agent, or representative of CITY will have any personal liability under this Agreement, or any document executed in connection with this Agreement.
96. **No Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.
97. **Section and Paragraph Headings.** The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.



98. **Severability.** This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement, or the application of any provisions of this Agreement, to any person or circumstance is for any reason and to any extent, invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected, and will be enforced to the fullest extent permitted by law.
99. **Signatories' Authority.** The individuals signing this Agreement represent and warrant that they have the authority and approval to execute this Agreement on behalf of the party they are identified as representing below. The undersigned representatives represent that they are agents of their respective parties duly authorized to execute contracts generally and this Agreement in particular.
100. **Binding Effect.** This Agreement and all obligations hereunder will be binding upon and will inure to the benefit of the CITY and the FIRM, and their permitted legal representatives, successors, and assigns, if any.

**EXHIBITS:**

- Exhibit A: Legal Description of TENNIS CENTER
- Exhibit B: Preliminary Site plan for the TENNIS CENTER
- Exhibit C: General List of the Repair and Maintenance Items
- Exhibit D: 2009.002R0 Expanded Polystyrene Administrative Policy
- Exhibit E: 2009.003R0 Green Events Policy
- Exhibit F: 2014-24, Section 19-18/22 Noise Ordinance
- Exhibit G: 2015-08 Parks & Recreation Ordinance
- Exhibit H: 2009.004 Sustainable Practice Policy
- Exhibit I: 2018-027 Plastic Straw Ordinance
- Exhibit J: Youth Economic Assistance Program

The parties have signed this Agreement on the dates set forth after their respective signatures. The signatures appear on the following pages.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by CITY Commission action on \_\_\_\_, day of \_\_\_\_, 20\_\_, signing by and through its CITY Manager, duly authorized to execute same, and All Florida Tennis, LLC, signing by and through its President, duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
CITY MANAGER

\_\_\_\_ day of \_\_\_\_, 20\_\_

Approved as to legal sufficiency and form by

CITY ATTORNEY

\_\_\_\_\_  
Jennifer Merino, CITY ATTORNEY

\_\_\_\_ day of \_\_\_\_, 20\_\_

FIRM

ATTEST:

\_\_\_\_\_  
All Florida Tennis, LLC

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
Printed Name

(Corporate Seal)

\_\_\_\_\_  
Title

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY SEAL

Exhibit A – Legal Description of Property

Golden Isles Sec D Replat 53-21 B Tract "A" less portion lying within G.I.S. District and Golden Isles Sec D Replat 53-21 B That Part of Tract "A" lying within G.I.S. District



Exhibit B – Preliminary Site Plan for the Property

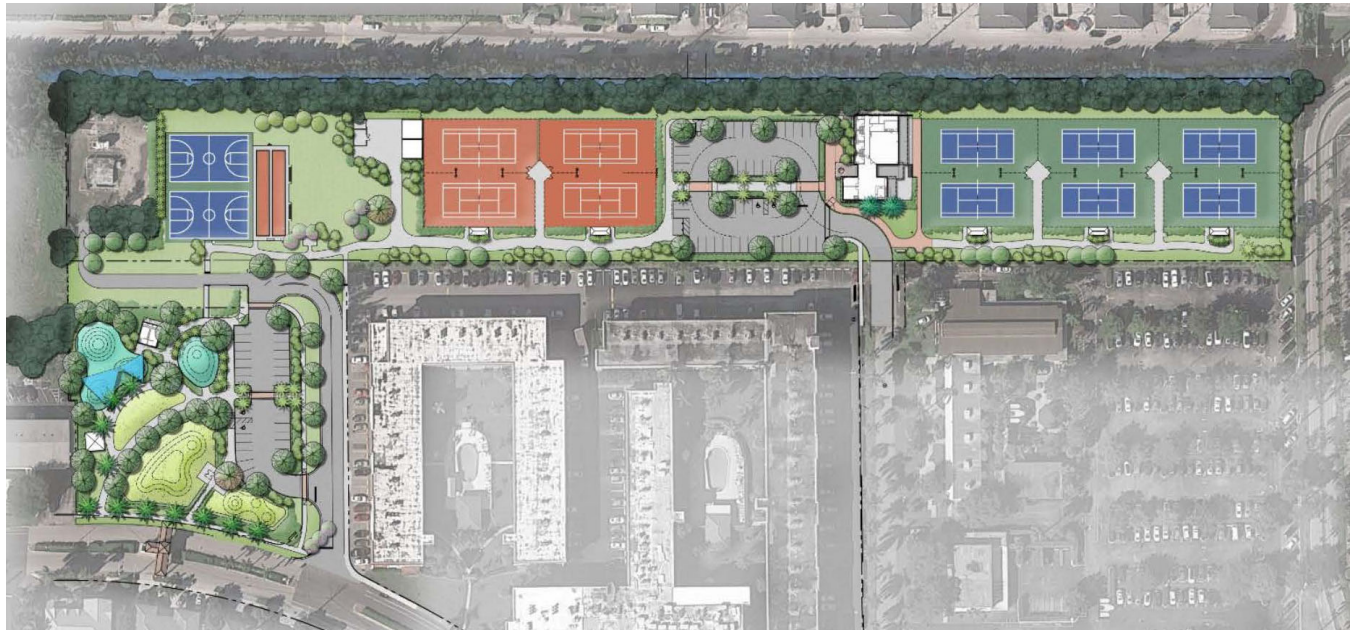


Exhibit C – General List of the Repair and Maintenance items.

**The following is a general list of the repair and maintenance items. The list is not intended to be an exhaustive list.**

**PRE-POST STORM (ALL FLORIDA TENNIS, LLC RESPONSIBILITY)**

- Preparing facility for storms per the City's Emergency Plan
- Cleaning up facility after storms per the City's Emergency Plan

**DAY-TO-DAY/PREVENTATIVE MAINTENANCE (ALL FLORIDA TENNIS, LLC RESPONSIBILITY)**

- Cleaning of facility interior all areas.
- Cleaning of facility exterior all areas.
- Purchasing and stocking janitorial supplies.
- Sweeping, mopping, buffing of floors
- Cleaning glass
- Cleaning and sanitizing of restrooms including toilets, showers
- Cleaning and sanitizing of concession area.
- Keeping reception, office, and pro-shop spaces neat and clutter free
- Disposing of garbage
- Responsible for safety inspections for fire extinguishers and fire inspections
- Monitoring services of fire and security alarms.
- Interior Painting
- Purchasing and replacement of all rescue equipment including AED

**Courts**

- Daily Hard Court Maintenance to include daily removal of debris
- Daily Clay Court Maintenance and repair to include sweeping, ensuring level lines, correcting high/ low spots, irrigation controls and repairs (head adjustment, repair, replacement, etc), keep courts mildew and weed free
- Facility Grounds hard surfaces cleaning and trash removal including parking lot, sidewalks, decks, bleachers, benches
- Windscreen Maintenance to ensure safe secure and undamaged condition
- Trash receptacles, emptying and cleaning
- Water Fountains, cleaning and sanitizing
- Nets Maintenance to ensure good condition, properly installed
- Clay Court Resurfacing

**MINOR REPAIRS/MAINTENANCE (ALL FLORIDA TENNIS, LLC RESPONSIBILITY)**

- HVAC repair and replacement to include preventative maintenance services and filter changes as recommended by manufacturer
- Replacement of light bulbs, ballasts interior
- Painting of interior of the building to include but not be limited to walls and doors
- Repair of walls, doors and hardware, floors, base boards, etc.
- Replacing shower heads and curtains
- Replacing damaged carpet or floor tiles
- Repairing damaged toilets, sinks, showers, minor plumbing repairs, wall tiles, water coolers/filters
- Replacing light covers, electrical covers, minor electrical repairs, ceiling tiles
- Replace damaged toilet paper, hand dryers, paper towel, soap dispensers

- Sewer backups
- Acts of vandalism
- Maintenance, repair and replacement of the All Florida Tennis, LLC provided equipment

#### **CAPITAL REPAIR AND REPLACEMENT (CITY RESPONSIBILITY)**

- HVAC capital replacement
- Hard Court Resurfacing
- Roof
- Construction defects
- Major Court Irrigation Control and Repairs (Valves, timers, piping, etc)
- Major Structural
- Parking lot striping and re-asphalting
- Mechanical systems
- Major plumbing
- Major electrical
- Exterior Building Painting
- Exterior Landscaping
- Exterior Lighting





City of Hallandale Beach  
Administrative Policy

DATE OF ISSUE: June 28, 2018

NO: 2009.002

EFFECTIVE DATE: June 28, 2018

SUBJECT: Expanded  
Polystyrene Administrative  
Policy

REVISION DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Roger M. Carlton, City Manager

=====

POLICIES CROSS REFERENCED:

=====

I. PURPOSE/INTENT

The purpose of this Policy is to preserve and enhance the overall health and quality of the environment in the City of Hallandale Beach by restricting the use of City funds, by City employees, contractors and/or vendors, to purchase expanded polystyrene for use or sale on City property or in City facilities.

To read a more in-depth explanation of the rationale for this Policy refer to Exhibit I.

II. DEFINITIONS

For purposes of this Policy only, the following definitions shall apply:

- (1) City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.
- (2) City facility includes, but is not limited to, any building, structure, park, or beach owned, operated or managed by the city.
- (3) City property includes, but is not limited to, any land, water, or air rights owned, operated or managed by the city.

- (4) Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding and extrusion-blown molding (extruded foam polystyrene).
- (5) Expanded polystyrene food service articles means plates, bowls, cups, containers, to-go containers, lids, trays, coolers, ice chests and all similar articles that consist of expanded polystyrene.

### III. POLICY/PROCEDURES

#### a) Policy Scope

##### City Funds

City funds may not be expended to purchase EPS food service articles for use or sale in City facilities or on City property. For the purposes of this Policy, food service articles include the following:

- Plates
- Bowls
- Cups
- Containers (including to-go boxes)
- Trays
- Lids
- Coolers
- Ice chests
- All similar items that consist of EPS

First and foremost, the City prioritizes the use of reusable food service items whenever possible. If disposable items must be used, the City encourages the use of unbleached, non-coated, fiber based food service articles that contain recycled content (paper, cardboard or other renewable alternatives). Recyclable items are encouraged, as are compostable products if the user has access to a composting facility.

##### City Contractors and Vendors

EPS food service articles will no longer be permitted to be sold or used in City facilities or on City properties by City contractors or vendors that are paid with City funds. However, the City will allow for an exemption to this Policy for pre-packaged food (filled and sealed prior to purchase by City contractor), containers used to store raw meat, pork, fish

etc. The City Manager or his/her designee may wave this policy for a short period of time in the event of a natural or manmade disaster that requires employees to be involved in disaster recovery efforts and fed.

b) Effective Date

Prior to the creation of this Policy, City staff have been following an informal directive to avoid using City funds to purchase EPS food service articles.

This Policy is effective immediately upon signature by the City Manager.

c) Enforcement

City Funds

City employees that continually utilize City funds to purchase EPS food service articles may be subject to progressive discipline (verbal warning, written warning and suspension).

Employees that bring an EPS food service article into City facilities or on City property will be educated about the City's EPS Policy and asked to identify an alternative product/practice to avoid EPS use in the future (ex: bringing a reusable coffee mug to the establishment where they typically purchase coffee and request that the server pour coffee directly into their mug). It is important that City staff serve as positive role models for those that do business with and those that reside within the City.

The goal of the Policy is to create an atmosphere that celebrates and promotes positive environmental behavior change throughout the City. Fellow employees will be encouraged to inform one other of the benefits of this policy.

City Contractors and Vendors

This EPS Administrative Policy places restrictions on the direct use of City funds to purchase or use EPS food service articles by City contractors and vendors in City facilities or on City property. Upon written notice, the contractor or vendor must discontinue use or sale of EPS food service articles within a reasonable period. Failure to do so within a reasonable amount of time may lead to discontinuation of the contract. This Policy does not have the authority to prohibit indirect use of City funds to purchase EPS food service articles (ex: City contractors bringing EPS food service articles to City property during a lunch break).

IV. ADDITIONAL INFORMATION, REQUIREMENTS & RESPONSIBILITIES

a) Fiscal Impact

This Policy is not expected to produce a large fiscal impact to the City; however, the Green Initiatives Coordinator will evaluate the annual impacts of the Policy.

b) Education

An educational campaign will accompany the implementation of this Policy. All City staff members will receive a flyer explaining the Policy. This flyer will also be posted on the City's webpage and social media pages. Procurement forms and documents, such as RFQs, RFPs and Bids, will be updated to include boilerplate language outlining the terms of this Policy. Furthermore, City contractors will be made aware of the Policy when they enter into a contract with the City.

This Policy does not address the use of EPS food service articles by permit holders, residents or private businesses. The State of Florida currently preempts EPS prohibitions of this scope. However, the City recognizes the value in educating these stakeholders about the contents of this Policy.

For a more in-depth explanation of the associated outreach and education campaign, please refer to the EPS Administrative Policy Outreach Plan (Exhibit II).

This Policy shall be kept current by the City's Green Initiatives Coordinator and approved by the City Manager.



## Exhibit I

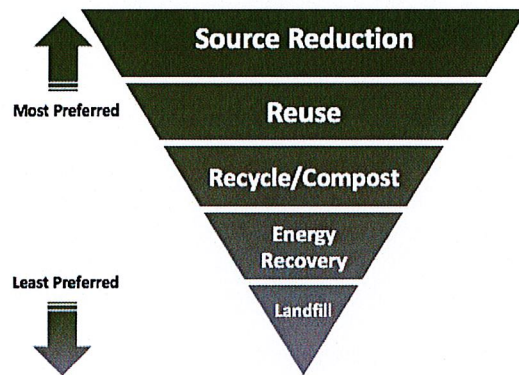
Expanded polystyrene (EPS), more commonly known as Styrofoam, is one of the most commonly used plastics in the world. Plastics are derived from fossil fuels, therefore are created by a non-renewable process. EPS is lightweight, durable and is relatively inexpensive (from a monetary standpoint) to produce. It is oftentimes used in packaging, but also functions as a building material and is used in electrical appliances and household items. EPS is also commonly used as a single-use, disposable food container due to its lightweight, cost effective and bacteria resistant nature. However, EPS poses a large negative impact to human health and the environment.

EPS is not easily recycled and is not accepted by most curbside materials recovery facilities (recycling centers that accept municipal recycling). It is estimated that EPS takes hundreds of years to break down in the landfill. Furthermore, EPS foam is 95% air and highly mobile. Therefore, many EPS containers can escape from garbage bins and enter the natural environment. EPS is not able to be broken down by the activity of living organisms (it is non-biodegradable), but instead breaks down into smaller and smaller fragments as it is exposed to light (photodegradation). Data from the 2016 Hallandale Beach International Coastal Cleanup shows that Styrofoam fragments were the second most common form of pollution found on the City's beach. These small fragments are toxic to wildlife and studies are beginning to explore the possibility of these toxins making their way up the food chain, potentially negatively impacting human health (ex: a fish ingests EPS fragments and is then ingested by human).

The City Commission first considered banning the use of City funds to purchase EPS products and banning the use of EPS food service articles by its beach concessions contractors during the late spring/early summer of 2015. This Ordinance failed in large part due to the successful efforts of the EPS industry in advocating for the recyclability of EPS to the City Commission. However, since 2015 it has become clear that there is a distinct lack of successful, large scale EPS recycling services available to municipalities in South Florida.

Furthermore, the City Commission will consider adopting the City's first Sustainability Action Plan (SAP) during the Spring of 2018. The SAP includes language and projects that will guide the City down the path of embracing Sustainable Materials Management (SMM) in the future. The U.S. EPA defines SMM as, "an approach to serving human needs by using/reusing resources most productively and sustainably throughout their life cycles, from the point of resource extraction through material disposal. This approach seeks to minimize the amount of materials involved and all the associated environmental impacts, as well as account for economic efficiency and social considerations".

SMM first prioritizes the minimization of materials. This is also known as source reduction. The solid waste hierarchy on the following page offers a visual depiction of this concept.



Moving forward, reducing the amount of materials used by the City is the top priority. Reuse is the second and recycling is the third most desirable option. Therefore, the argument for the recyclability of EPS will no longer fit within the City's vision moving forward after the adoption of the 2018 Sustainability Action Plan. The City realizes that achieving a source reduction of disposable EPS food service products from the outset negates the need to recycle this material in the future. This is the most environmentally friendly and desirable option moving forward.



## Exhibit II

### Expanded Polystyrene (EPS) Administrative Policy - Outreach Plan

#### Summary:

The purpose of this outreach plan is to organize and outline the avenues that the City of Hallandale Beach will utilize to accurately and effectively disseminate all information regarding the Expanded Polystyrene (EPS) Administrative Policy. The goal of this outreach plan is to reach all City of Hallandale Beach employees, constituents, contractors, and visitors to best ensure cooperation and understanding. The City recognizes the importance of educating these stakeholders about the harmful effects of EPS products, providing information about alternative and affordable materials, and discussing the benefits associated with this Policy as they relate to human health, wildlife, the environment, and economy. The goal is to focus on the positive aspects of the EPS Policy and make clear that its purpose is not to inconvenience City stakeholders, but instead is to encourage behavior change for the benefit of the City.

#### Target Audiences:

- City residents and stakeholders
- Internal audiences, including elected officials and City employees
- Governments, including state, county and other municipalities in the area that could be impacted by City operations
- City Contractors and Vendors

#### Marketing Goals:

- Provide vendors and contractors that receive City funds to perform work on City property with accurate and timely information about the EPS Administrative Policy.
- Clearly outline the timeline for the Policy roll-out, including the educational period and effective date.
- Increase general awareness about the harmful effects of EPS products and what City stakeholders can do to minimize their impact. Provide examples of alternative and affordable materials.
- Minimize resident and stakeholder concerns about the Policy through providing information about alternatives, and clearly stating the expectations of the Policy.
- Effectively communicate the Policy's expectations to all City employees. Emphasize the importance that employees have as role models and in setting a positive example by abiding by the Policy.
- Educate residents and stakeholders to the benefits in reduction of EPS products to humans, wildlife, the environment, and economy.
- Motivate and excite the public to embrace the actions laid out in the Policy not only in City facilities but also in their own homes.

- Utilize Collateral Material, Social Media, Banners and Signs, the TV Reach Program, the City's Website, and Email lists to distribute information.
- Emphasize the importance and prioritization of source reduction as the main goal of the Policy.
- Outline the enforcement mechanisms included in the Policy.

#### Marketing Strategy:

- Outline timeline for distributing Policy, educational flyers, educational workshops, etc. with the avenues listed below.
- Familiarize staff with the content of the Policy, and empower them to play an active role in educating constituents.
  - Ex. Encourage Parks & Recreation and Ocean Rescue employees to take an active role in educating patrons of the City parks/beaches about the negative impacts that EPS has on the environment.
- Ensure proper communication between existing and new Vendors/Contractors to make all parties aware of the City's Policy.
- Impacted departments will update documents with pertinent information to reflect changes.
  - Procurement: RFQs, RFPs, and Bids for contracted Vendors
- Utilize existing avenues to distribute information.

#### A. Collateral Material

- Two flyers with information on the new Policy will be created, one for internal employees, and one for the public.
- Flyers will be distributed to all Parks and Recreation facilities, the post office, library, the Hepburn Center, and PAL.

#### B. Social Media

- Facebook: Post flyers, fun facts, and updated information on the roll out of the City's EPS Administrative Policy. Departments will be asked to share posts to increase the audience range. Include a segment on a Friday Facebook Live episode. Parks Page: ([www.facebook.com/HBParksRec](http://www.facebook.com/HBParksRec)), City Page: ([www.facebook.com/CityOfHallandaleBeach](http://www.facebook.com/CityOfHallandaleBeach))
- Twitter: Post tweets about the Policy. Parks: ([www.twitter.com/HBParksRec](http://www.twitter.com/HBParksRec)), City: ([www.twitter.com/MyHBeach](http://www.twitter.com/MyHBeach))
- Instagram: Post pictures of flyers to promote the Policy, as well as pictures of alternative materials, benefits that are occurring due to the reduction, and positive messages to increase participation.

#### C. Banners & Signs

- Post approved snipe signs, a-frames, and banners at facilities to increase awareness of the City's Policy.

#### D. TV Reach Program



- TV's are in the lobby of the Cultural Community Center, where there is high foot traffic. A TV is also located in Foster Park and OB Johnson Park lobbies.
- Update Reach program to reflect flyers of the City Policy and acceptable alternate materials.

E. City Website

- Website ([www.hallandalebeachfl.gov](http://www.hallandalebeachfl.gov), also accessible at [www.cohb.org](http://www.cohb.org)).
- Any important dates regarding the Policy's roll-out will be posted on the master calendar of the City's Website.
- Information regarding the Policy will be posted on relevant Departmental webpages.
  - Procurement: Vendors
  - Public Works: #KeepHBClean and Green Initiatives pages

F. Civic Send, Notify Me, and E-blasts

- Utilize subscribed listservs to disseminate information.

G. Media Releases

- The Public Information Officer (PIO) will handle all media releases related to this matter.

H. Hallandale Happenings

- Hallandale Happenings is produced and distributed to each City residential address, four times each year. An article with information on the City's Policy will be featured.

I. Outreach to local schools

- Workshops will be conducted at schools and outreach flyers will be distributed. Guidance will be offered to local schools if they wish to pursue a shift away from EPS on their own campuses

Responsibility:

The City's Green Initiatives Coordinator is responsible for implementing the Outreach Plan, with approval of the City Manager. The Green Initiatives Coordinator is also responsible for educating Directors of the changes and acting as a liaison for questions and information. The Directors will then distribute this information to supervisors and department personnel. It is the responsibility of all City employees to abide by the Policy, communicate changes to their vendors and contractors, and to provide enforcement and education when the EPS Policy is violated. Cooperation from all City employees is necessary for this campaign to be successful.



## **CITY OF HALLANDALE BEACH ADMINISTRATIVE POLICY**

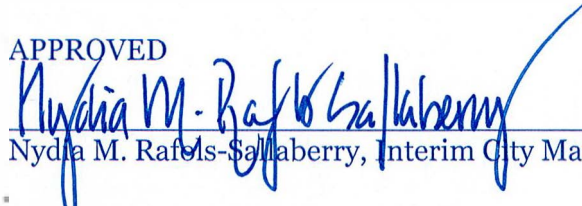
Date of Issue  
January 28, 2019

Effective Date  
March 1, 2019

Revision/Review Date  
N/A

Policy-Version Number  
2009.003RO

APPROVED

  
Nydia M. Rafols-Sallaberry, Interim City Manager

# **Green Events Policy**

**Policy Owner:**

**Nydia M. Rafols-Sallaberry**

**Responsible Department-Position/Role:  
Coordinator**

**Department of Public Works- Green Initiatives**

**Policies Cross Referenced:**

**Policy 2009.002 Expanded Polystyrene  
Administrative Policy; Ordinance 2018-027 An  
Ordinance specifically creating section 13-10  
“Prohibition on Distribution, sale, or use of plastic  
beverage straws.”**

## **POLICY PURPOSE/INTENT**

This is a Citywide policy.

The purpose of this Policy is to set a Green standard for City-hosted Special Events. The purpose of this Policy is for the City to lead by example and improve the overall sustainability of the City as well as provide useful tools to residents.

The Green Event Policy is intended to:

- Reduce plastic waste produced by the City
- Encourage recycling
- Reduce the City's environmental impact on the local environment
- Reduce the City's greenhouse gas emissions
- Educate residents on the City's Green Initiatives
- Encourage enthusiasm towards the City's Green Initiatives across departments

## **ROLES & RESPONSIBILITIES**

All City-funded and hosted events must attain the Green Event Standards, at a minimum. The intended audience of this Policy are departments which plan, host, and procure materials for special events including but not limited to: Parks and Recreation, Police, Fire, Human Resources, Public Works, Development Services, and Procurement.

Department staff is responsible to ensure that the minimum Green Event Standards are met in the planning process of any given event and also executed appropriately at the event itself. Furthermore, Department staff is responsible for informing the Green Initiatives Coordinator in advance of event details including if water refill stations are needed and the time, date, and location of the event. The Green Initiatives Coordinator is responsible for lending the appropriate educational A-frame sign and water bottle refill stations (if needed) to Department staff for each event. Sanitation staff is responsible for providing trash and recycling bins for each event.

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## PROCEDURES

### Policy

The Green Event Policy has three “levels” of sustainability, ranging from (in order of least to most sustainable): Green Event, Next Level Green Event, and Zero-Waste/Carbon-Neutral Green Event. All City-hosted events must meet, at a minimum, the Green Event Standards. The Next Level and Zero-Waste/Carbon-Neutral Green Event Level events are strongly encouraged but are not required. All Green Initiative events, however, must meet the Zero-Waste/Carbon-Neutral Green Event level. All City-hosted events shall display an A-frame sign denoting the Green “level” of the event.

#### Green Event Standards

- An equal number of recycling bins and trash bins, evenly distributed throughout the event and located beside one another. Each bin must have pictorial guides of what materials are accepted in each bin.
- No plastic beverage straws distributed by vendors per Ordinance 18-027.
- No expanded polystyrene (Styrofoam) purchased by the City or distributed by vendors per Administrative Policy 2009.002.
- Provide water bottle refill stations and encourage the use of reusable water bottles.
- Minimize the use of single-use consumables, and when they are used ensure they are recyclable and/or made from post-consumer recycled materials (i.e. cups, plates, cutlery, etc.).
- Strive for 100% reduction in the order of single-use non-recyclable consumables per event by 2020.
- Encourage the use of reusable tablecloths. Limit plastic tablecloths where possible.
- No balloons used as decoration or distributed by vendors.
- Encourage the use of public transit, bicycle, or pedestrian access to the event (i.e. ample bike parking available and directions to the event via Community Mini Bus).
- Educate attendees about the green aspects of the event.

#### Next Level Green Event Standards (in addition to those listed above)

- No single-use plastics on-site or distributed by vendors.
- Where single-use paper products are used, ensure they are Forest Stewardship Council (FSC) certified or made of post-consumer recycled material.
- Provide sufficient (volunteer) supervision of waste/recycling stations to rebalance recycling and avoid contamination of recycling
- Donate any unused packaged food from catering to a designated food bank or shelter<sup>1</sup>.
- No bottled water sold or given away at the event.

#### Zero-Waste/Carbon-Neutral Green Event Standards (in addition to all listed above)

- Provide and serve food and drink only in/with biodegradable/compostable or reusable dishes and cutlery.

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<sup>1</sup> The City is protected from liability when donating food to a non-profit organization per the Bill Emerson Good Samaritan Food Donation Act (1996).



- Provide ample bike parking and further incentivize the use of public transit, bicycle, or pedestrian access to the event with small giveaways or public recognition.
- Calculate and purchase offsets for the event's carbon footprint, making the event "Carbon-Neutral." This will be done using Broward County's ["Plan it Green" calculator](#) or [We Are Neutral's](#) calculations. Payment for carbon offsets will fund either Broward County planting mature carbon-capturing trees in Hallandale Beach, replanting of sensitive habitat elsewhere in Florida, or methane re-capture in a Florida landfill.
- Include at least one vegan/local food option with catering and vendors.
- Only sustainable materials allowed on site. Food vendors/caterers may only sell beverages and food items in compostable containers.

## **Fiscal Impact**

This policy is not expected to produce a large fiscal impact to the City; however, the Green Initiatives Coordinator will evaluate the annual impacts of the Policy. Departments will assess the fiscal impact for their respective events.

## **Education**

An educational campaign will accompany the implementation of this Policy. All City staff members will receive a flyer explaining the Policy. Training will be available for interested parties. Furthermore, City contractors will be made aware of this Policy when they enter a contract with the City.

---

## **DEFINITIONS**

### **Carbon-neutral**

A net zero carbon footprint, referring to having produced net zero carbon or having purchased carbon offsets equal to the amount of carbon emitted by the event.

### **City-hosted/City-funded events**

Special events organized/planned by City staff, elected officials, or advisory boards which also expend City funds. If sponsorships are garnered to pay for an event, but it is still organized by the City, it qualifies as a City-hosted event under this Policy. The rental of City facilities for events by the general public are not considered a City-hosted/City-funded event and do not need to follow this Policy (example: baby showers held at the Cultural Center).

### **Compostable**

A product which has the ability to biodegrade fully within 90 days.

### **Expanded polystyrene**

Blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding and extrusion-blown molding (extruded foam polystyrene).

### **Forest Stewardship Council**

An international non-profit, multi-stakeholder organization which promotes the responsible management of the world's forests. FSC sets standards on forest products as well as certifies and labels forest products as environmentally friendly.

### **Local food**

Food produced within a 200 mile radius of Hallandale Beach.

### **Plastic beverage straws**

A tube made predominately of plastic derived from either petroleum or a biologically based polymer, such as corn, for transferring a beverage from its container to the mouth of the drinker. "Plastic beverage straw"

includes compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.

**Post-consumer recycled materials**

Materials that have been diverted from household, commercial, or industrial waste streams and re-manufactured into products and materials.

**Vegan**

Food items which do not contain animal products such as meat, eggs, and dairy.

**Vendor**

An actual or potential supplier of an item or service.

**Water bottle refill stations**

Water coolers, drink dispensers, water fountains or other means to provide free water to event attendees with the intention of them refilling reusable water bottles.

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## FORMS

There are no forms associated with this policy.

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## ATTACHMENTS

There are no attachments associated with this policy.

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## FREQUENTLY ASKED QUESTIONS

There is no FAQ associated with this policy.

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## HISTORY

**Revision 2:**

Text

**Revision 1:**

Text

**Effective:**

Text

**New Policy:**

Text

Sec. 19-18. - Noise; declaration of necessity.

The making, creation or maintenance of such loud, unnecessary, unnatural or unusual noises which are prolonged, unusual and unnatural in their time, place and use affect and are a detriment to public health, comfort, convenience, safety, welfare and prosperity of the residents of the city; and the necessity in the public interest for the provisions and prohibitions contained and enacted in this article, is declared as a matter of legislative determination and public policy; and it is further declared that the provisions and prohibitions contained and enacted in this article are in pursuance of and for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare and prosperity and the peace and quiet of the city and its inhabitants.

(Ord. No. 2014-24, § 1, 9-3-2014)

Sec. 19-19. - General prohibition.

It shall be unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the city.

(Ord. No. 2014-24, § 1, 9-3-2014)

Sec. 19-20. - Enumeration of prohibitions.

- (a) The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Code; but this enumeration shall not be deemed to be exclusive, namely:
- (1) *Horns, signaling devices, etc.* The sounding of any horn or signaling device on any automobile, motorcycle or other vehicle on any street or public place of the city, except as a danger warning; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time. The use of any signaling device except one operated by hand or electricity; the use of any horn, whistle or other device operated by engine exhaust; and the use of any such signaling device when traffic is for any reason held up.
  - (2) *Radios, phonographs, etc.* The using, operating or permitting to be played, used or operated any radio or television receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners. The operation of any such set, instrument, phonograph, machine or device at any time in such a manner as to be plainly audible at a distance of 100 feet from the building, structure, and vehicle or place where it is located shall be prima facie evidence of a violation of this subsection.
  - (3) *Loudspeakers; amplifiers for advertising.* The using, operating or permitting to be played, used, or operated of any radio or television receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure.
  - (4) *Yelling, shouting, etc.* Yelling, shouting, hooting, whistling or singing on the public street, particularly between the hours of 11:00 p.m. and 8:00 a.m. or any time or place so as to annoy or disturb the quiet, comfort, or repose of persons in any office or in any dwelling, hotel or other type of residence or of any persons in the vicinity.

- (5) *Animals, birds, etc.* The keeping of any animal or bird which by causing frequent or long-continued noise shall disturb the comfort or repose of any persons in the vicinity.
- (6) *Steam whistles.* The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger, or upon request of proper city authorities.
- (7) *Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises.
- (8) *Defect in vehicle or load.* The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
- (9) *Loading, unloading, opening, etc., of boxes; trucks idling.* It shall be unlawful for any person to load or unload any vehicle at commercial establishments located within 300 feet of a residential area between the hours of 8:00 p.m. and 8:00 a.m. The creation of a loud and excessive noise in connection with loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers is prohibited at all times. No person may allow a truck to stand or park with its engine running nor may a person allow the motor of a trailer attached or capable of being attached to a truck to run within 300 feet of a residential unit for a period exceeding five minutes between the hours of 8:00 p.m. and 8:00 a.m.
- (10) *Construction or repairing of buildings.* The erection, including excavating, demolition, alteration or repair of any building other than between the hours of 8:00 a.m. and 6:00 p.m. on any day except Sundays, when such activity shall be prohibited other than between the hours of 1:00 p.m. and sunset, subject to the limitations set out below except in cases of urgent necessity in the interest of public health and safety and then only with a permit from the building official, which permit may be granted for a period not to exceed three days or less while the emergency continues; and such permit may be renewed for periods of three days or less while the emergency continues. If the building official shall determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the prohibited hours; and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours prohibited above upon application being made at the time the permit for the work is awarded or during the progress of the work. The activities regulated by this subsection may be performed between 1:00 p.m. and sunset on Sundays by the owner or occupant of the premises on which such activities are to be performed but this exception shall not permit the use of heavy equipment or use of hired help, between 1:00 p.m. and sunset on Sundays, which may be permitted by the building official only in cases of urgent necessity in the interest of public health and safety.
- (11) *Schools, courts, churches, and hospitals.* The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while they are in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution, or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such streets indicating that the area is a school, hospital or court street.
- (12) *Hawkers, peddlers and vendors.* The shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.
- (13) *Drums.* The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or sale.
- (14) *Metal rails, pillars and columns; transportation.* The transportation of rails, pillars or columns of iron, steel or other material, over and along streets and other public places upon carts, drays, cars, trucks, or in any other manner so loaded as to cause loud noises or as to disturb the peace and quiet of such streets or other public places.

- (15) *Pile drivers, hammers, etc.* The operation between the hours of 6:00 p.m. and 8:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance or operation, such as the use of explosives, which is attended by loud or unusual noise.
- (16) *Blowers.* The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.
- (b) There shall be no private or commercial collection of garbage and/or trash in the city between the hours of 8:00 p.m. and 7:00 a.m.
- (c) The city manager is authorized to issue temporary permits to permit noise produced by temporary uses or activities which do not significantly endanger the health, safety or welfare of the community, but which may be in technical violation of the requirements of this section.

(Ord. No. 2014-24, § 1, 9-3-2014)

Sec. 19-21. - Permit; test or measurement.

- (a) In addition to the requirements of section 9-102, the making and creating of an excessive or unusually loud noise is declared to be unlawful, except when made under and in compliance with a permit, as provided in this section. Although a violation may occur without a measuring test, for the purpose of determining and classifying any noise as excessive or unusually loud, the following test or measurement may be applied:
  - (1) The noise shall be measured at a distance of at least 25 feet from a noise source in the public right-of-way, or if the noise source is located on private property, or public property other than a right-of-way, at least 25 feet from the property line of the property upon which the noise source is located.
  - (2) The noise shall be measured on a decibel or sound level meter of standard design or quality, operated on the A-weighted scale.
  - (3) A noise measured or registered as provided in this section of more than 60 decibels on the A-weighted scale in intensity shall be and is declared to be excessive and unusually loud, and is unlawful.
  - (4) A noise measured or registered as provided in this section from a motor vehicle above 88 decibels on the A-weighted scale shall be and is declared to be excessive and unusually loud, and is unlawful.
- (b) Applications for a permit for relief from the noise level designated in this section as unlawful, on the basis of undue hardship, may be made to the city manager. Any permit granted by the city manager shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that such permit shall be effective. The city manager may grant such a permit if he finds that additional time is necessary for the applicant to alter or modify his activity or operation to comply with this section; or that the activity, operation or noise source will be of temporary duration and cannot be accomplished without exceeding the noise level provided in this section; and that no other reasonable alternative is available to the applicant; and the city manager has prescribed such conditions or requirements deemed necessary to minimize adverse effects upon the community and the surrounding neighborhood.
- (c) The requirements of this section shall not apply to any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency, or to those activities of a temporary duration, licensed and permitted by law, including but not limited to parades and fireworks displays.

(Ord. No. 2014-24, § 1, 9-3-2014)



Sec. 19-22. - Prohibition on sounding railroad train horns and whistles between the hours of 10:00 p.m. and 6:00 a.m.

It shall be unlawful and it is prohibited for any engineer, firefighter, conductor or other person in charge of or control of any locomotive or train of cars to sound any railroad train horn or whistle within the city between the hours of 10:00 p.m. and 6:00 a.m., where the crossing involved has train-activated automatic traffic control devices, which shall include flashing lights, bells and crossing gates, and where signs have been erected at the crossing involved announcing that railroad train horns and whistles will not be sounded during these hours and such signs conform with the uniform system of traffic control devices as specified in F.S. § 316.0745.

(Ord. No. 2014-24, § 1, 9-3-2014)

**ORDINANCE NO. 2015 - 08**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF  
THE CITY OF HALLANDALE BEACH, FLORIDA; CREATING  
CHAPTER 16 ENTITLED PARKS AND RECREATION;  
PROVIDING FOR CONFLICT; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR CODIFICATION; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Administration is in the process of reviewing the City Code of Ordinances with the intent of revising any and all outdated sections and provisions to create a more user friendly Code of Ordinances and to assist the City in operating more efficiently and productively; and

**WHEREAS**, the City Administration has determined that the City and public will be better served by creating a Parks and Recreation chapter of the Code of Ordinances in lieu of polluting our parks with signs that set forth each and every rule of conduct for the parks; and

**WHEREAS**, the creation of a Parks and Recreation code will provide an equitable and effective method of informing all park users of the rules pertaining to the operation and usage of the public parks; and

**WHEREAS**, a new Parks and Recreation chapter of the code will also promote, the proper usage of the Park and Recreation facilities and protect, and improve the health, safety and welfare of its citizens, consistent with the authority of and limitations on the City pursuant to the Florida Constitution and Florida Statutes; and

**WHEREAS**, the Mayor and City Commission of Hallandale Beach have determined it is in the best interest of the residents to create a new code Chapter 16 to be known as Parks and Recreation.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF  
HALLANDALE BEACH, FLORIDA:**

**SECTION 1.** Chapter 16, of the Code of Ordinances of the City of Hallandale Beach is hereby created to be known as Parks and Recreation:

41 **CHAPTER 16. PARKS AND RECREATION.**  
42

43 Definitions. The following words, terms, and phrases, when used in this chapter, shall  
44 have the meaning ascribed to them in this section, except where the context clearly indicates a  
45 different meaning:

46 *Alcoholic Beverages* shall mean and include any beer, wine, fortified wine, liquor, or  
47 alcoholic beverage as defined in F.S. § 561.01(4).

48 *Amplified Sound* shall mean any sound projected or transmitted by artificial means  
49 including, but not limited to, loud speakers, amplifiers, beat box, compact disc or digital media  
50 device, turn tables, powered megaphones, or similar devices.

51 *Animal* shall mean an animal organism other than a human being such as mammal, reptile,  
52 amphibian, bird, or invertebrate.

53 *Applicant* shall mean an individual, entity, or organization who applies for a permit.

54 *City* means the City of Hallandale Beach, Florida, a municipal corporation existing under  
55 the laws of the State of Florida.

56 *City Manager* shall mean the person appointed by the City Commission to be the  
57 administrative head of the City.

58 *City Park* means any property owned by the City and/or any other property operated,  
59 leased, maintained, or otherwise administered by the City as a public park or space including but  
60 not limited to parks, public beaches, recreation facilities, and special use facilities.

61 *Commercial Activity* shall mean the sale, service, or solicitation of any item for a fee or  
62 donation, tangible or intangible, including but not limited to food or beverages; the charging of  
63 admission; the charging of fees for any service, entertainment, or amusement. Commercial  
64 activity shall be inclusive of providing beach furniture as a part of a yearly fee or complimentary  
65 service to a condominium resident or guest.

66 *Department* shall mean the Parks and Recreation department of the City.

67 *Designated Area* shall mean that geographical area within a City Park which has been  
68 established by the Department for a specific activity or activities.

69 *Designee* shall mean the person appointed by the Director to perform duties as assigned.

70 *Director* shall mean the person appointed by the City Manager to control and manage all  
71 City Parks and programs therein.

72 *Dune* shall mean a mound or ridge of loose sediments, usually sand-sized, lying landward of  
73 the beach and deposited by any natural or artificial mechanism

74 *Entertainment Equipment* shall mean, but is not limited to moon walks, rock climbing  
75 walls, dunking booths, ball crawls, kiddy trains, and inflatables, as well as rental equipment such  
76 as stage, risers, tables & chairs, booths, etc.

77 *Firearm* shall mean any weapon (including a starter gun) which is designed to, or may  
78 readily be converted to expel a projectile by the action of an explosive; the frame or receiver of  
79 any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine  
80 gun or air gun. The term "firearm" does not include an antique firearm unless the antique firearm  
81 is used in the commission of a crime.



Fireworks shall mean and include any combustible or explosive composition or substance or combination of substances or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. In an emergency, the discharge of distress signals is permitted.

Law Enforcement Officer shall mean any certified law enforcement officer of any rank who is a duly sworn officer of the Hallandale Beach Police Department, Broward County Sheriff's Office, Florida Highway Patrol, or an officer of any other State of Florida or federal law enforcement agency.

Material Misrepresentation shall mean the falsification of information provided in an application or request to obtain the use of a City Park.

Motor shall mean an engine or generator that runs on a fuel.

Operating Hours shall mean that time period during which City Parks are open to the general public.

Organized Athletics shall mean any pre-arranged sport and/or athletic related game, contest, practice, clinic, competition, warm up, training, playoff, event, or activity.

Organized Competitive Event means any planned race, walk, derby, athletic contest, or event, whether human powered or otherwise, that involves a contest of skill(s) and/or strength and takes place upon City Parks or any part thereof.

Park Personnel shall mean the Director, assistant director, coordinators, supervisors, and any and all individuals employed by the department.

Performance shall mean the action of any person representing a character in a play; a public presentation, recital, act, play, concert, show, exhibition, or dance.

Person shall mean an individual, group, and/or organization.

Recreational Activity shall mean a specified form of leisure pursuit, including, but not limited to, athletics, swimming and aquatics, or arts and theater, which: (a) is not in violation of any local, state, or federal law; (b) is safe and is an appropriate use of a Recreational Facility; (c) benefits the goodwill of the community; and (d) does not injure or impair the natural beauty or usefulness of Department managed lands.

Recreation Facility shall mean an area for recreational purposes on any property owned, leased, operated, or maintained by the city.

Service Animal shall mean any animal defined as a "service animal" by Department of Justice Regulations at 28 C.F.R. § 35.104 (2013), or any successor or amended regulation. FS 413.08(d).

Slip shall mean any slip, berth, or anchorage at the City Marina.

Special Event means a planned event, whether publicly and/or privately sponsored, including, without limitation, an Organized Competitive Event, festival, social gathering, privately promoted athletic event or concert which is open to the public and for admission to which a fee is charged, outdoor religious event, outdoor community event, other similar uses of a temporary nature as determined by the City Manager on one or more City Parks that involves the reservation and use of a public venue, or closure of one or more rights-of-way, for a particular purpose, for a short duration of time and which involves the use of city services, either paid by the event promoter, or through co-sponsorship as per City Code Section 32-701, as amended..



Trespass shall mean entering into or onto, or remaining in or on a City Park beyond operational hours or where entry is prohibited by posting or some other communication. In addition, trespass occurs when a person willfully enters or remains in or on any City Park after being asked by Park Personnel or Law Enforcement Officer to leave or depart.

Vehicle shall mean any wheeled conveyance for the transportation of persons or materials whether: (1) powered or drawn by a motor such as an automobile, truck, motorcycle, scooter, mini bike, or recreational vehicle; (2) animal-drawn such as a carriage, wagon, or cart. The term does not include any park and recreation transportation service operated or authorized by the Department.

Watercraft shall mean a vehicle, vessel, or craft designed to move across (or through) water.

Waterway shall mean a river, canal, pond, lake, or other route for travel by water.

Weapon shall mean any dirk, metallic knuckles, slingshot, billie, chemical weapon or device, spear, harpoon, BB gun, air rifle, air gun, bow and arrow, paintball gun, or other deadly weapon except a firearm or a common pocketknife.

Wheeled Devices shall mean bicycle, tricycle, skates, in-line skates, or skateboard (except a baby carriage/stroller or wheelchair, mobility aides, or other power driven mobility devices).

## **Article I. General Provisions**

### **Section 16-1. Use of City Parks.**

(a) The City Parks are held by the City for the use, convenience and enjoyment of the residents and visitors of the City during operating hours. None of the City Parks or portions thereof shall be used exclusively by any person, to the exclusion of the general public, except with the written approval of the Department.

(b) It shall be unlawful for the parent, legal guardian, or other person having the care and custody of a child ten years of age or younger to knowingly permit the child at any time to loiter, idle, wander, stroll, play, or be in or on the City Parks unless the child is accompanied by his parent, legal guardian, or other person fifteen years of age or over having the care and custody of the child.

(c) The Director shall establish Rules and Regulations as well as Policies and Procedures that govern the use of City Parks.

### **Section 16-2. Fees.**

The City Commission shall establish, by resolution, a schedule of charges and fees for the use of City Parks, including but not limited to, equipment, personal property, facilities, personnel charges, programs, services, and deposits.

168 **Section 16-3. Programming.**

169 The Director or Designee shall establish programming at each City Park which is  
170 consistent with the amenities located in each facility and shall recommend the fee schedule for  
171 said activity to the City Manager for approval by the City Commission.

172  
173 **Article II. Conduct.**

174 **Section 16-4. Property.**

175 (a) Buildings and other property. No person shall:

- 176  
177 (1) Disfigure and remove. Willfully mark, deface, disfigure, tamper with, or displace or  
178 remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving  
179 material, water lines or other public utilities or parts or appurtenances thereof, signs,  
180 notices or placards whether temporary or permanent, monuments, stakes, posts or  
181 other boundary markers, or other structures or equipment, facilities or park property or  
182 appurtenances whatsoever, either real or personal.  
183  
184 (2) Remove natural resources. Excavate or remove any natural resource including but not  
185 limited to sand, shells, soil, rocks, stones, shrubs or plants, down timber or other wood  
186 or materials, or make any excavation by tool, equipment, blasting or other means.  
187  
188 (3) Erect structures. Construct or erect any building or structure of whatever kind, whether  
189 permanent or temporary in character, or locate any public service utility into, upon or  
190 across such lands, except on special written permit issued hereunder.  
191  
192 (4) Post on. Post or affix to any tree, shrub, plant, fence, building, structure, monument,  
193 wall, table, apparatus, bridge, post, bench, gate, or any other physical object any sign,  
194 poster, or other printed or written matter without prior written authorization from the  
195 Director. All signs must conform to the requirements of Division 20 of the City of  
196 Hallandale Beach Code.

197  
198 (b) Trees, shrubbery, lawns. No person shall:

- 199  
200 (1) Injure and remove. Damage, cut, carve, transplant or remove any tree or plant or injure  
201 the bark, or pick the flowers or seeds of any tree or plant. Nor shall they dig in, walk  
202 upon, or otherwise disturb grass areas, beach dunes, or planted areas which have  
203 been posted as such or in any other way injure or impair the natural beauty or  
204 usefulness of any area.  
205  
206 (2) Climb trees, etc. Climb any tree or walk, stand or sit upon monuments, vases,  
207 fountains, railings, fences, or upon any other property not designated or customarily  
208 used for such purposes.  
209  
210 (3) Attach to. Attach, tie, or hitch any rope, wire, other contrivance, or Animal to any tree  
211 or plant.

212  
213 (c) Animals. No person shall:  
214



- (1) Possess in City Park. Bring into any City Park any wild or livestock Animals, including but not limited to cats, horses, cattle, mules, swine, sheep, goats, fowl, or reptiles, without prior written approval from the Department, except when in conjunction with projects sponsored by City departments. Any Animal brought into any City Park shall have a current health certificate and exhibit no signs of disease.
- (2) Endanger. Feed, hunt, molest, harm, frighten, kill, trap, chase, tease, shoot, or throw missiles at, any wild Animal nor shall they collect, remove, have in their possession, give away, sell or offer to sell, buy or offer to buy, or accept as a gift any wild Animal; nor shall they disturb, remove or have in their possession the young, eggs, or nest of any wild Animal.
- (3) Abandon. Place, dump, abandon, or leave any Animal, either wild or domestic, on the grounds of any City Park.
- (4) Feed. Feed, give, offer, or attempt to give any Animal any tobacco, Alcoholic Beverages or other known noxious substance.
- (5) Domestic Animals. Bring into any City Park any domestic Animal including but not limited to dogs, cats, and/or reptiles, except Service Animals, without prior written approval from the Department, except dogs which are permitted within designated outdoor off-leash areas. All dogs, enroute to a designated off-leash area, must be restrained by the handler and the handler must be in direct control at all times at a distance not greater than six (6) feet in length from the handler [Animal], unless in the a designated off-leash area. All Animals shall wear up-to-date tags indicating that the Animal's rabies vaccinations are current.
- (6) Removal of waste. Fail to immediately remove the excrement, of any Animal in their control or custody, from any City Park and properly dispose of said excrement..
- (7) Dangerous dogs. All dangerous dogs, as defined in City Code Section 6-1, or any amended or successor code provision, are prohibited in all City Parks.

#### **Section 16-5. Sanitation.**

No person shall:

- (1) Pollute waters. Throw, discharge, or otherwise place or cause to be placed in the waters or any fountain, pond, lake, stream, bay or other body of water in or adjacent to any City Park, or any tributary, stream, storm sewer, or drain flowing into such water, any substance, matter of thing, liquid or solid, organic or inorganic, including animal excrement which will or may result in the pollution of such waters.
- (2) Litter. Throw or cause to be thrown, place, cast, deposit, dump, or drop any bottles, broken glass, boxes, cans, ashes, refuse, offal, fruit, vegetables, garbage, tobacco products, containers or foil, dross, cinders, shells, straw, shavings, paper, scraps, dirt or like matter, filth, waste, refuse, trash, litter, or rubbish of any kind in any City Park, except to place the same in cans or receptacles provided for such matter. Where receptacles are not provided, the same shall be carried away from the City Park by the person responsible for its presence and properly disposed of elsewhere. Refuse



and trash receptacles shall only be used by those persons using the City Park for Park or Recreational Activities.

#### **Section 16-6. Vehicles.**

All persons in or traveling on the roadways in any City Parks shall follow all applicable local and state Vehicle laws and traffic regulations. All applicable Vehicle laws and traffic regulations are enforceable within City Parks. The following additional regulations shall also apply. No person shall:

- (a) Fail to obey traffic officers. Fail to obey all traffic officers, Law Enforcement Officers, and Park Personnel, such persons being hereby authorized and instructed to direct traffic whenever and wherever needed in the City Parks and on the highways, streets or roads immediately adjacent thereto.
- (b) Obey traffic signs. Fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, and all other posted for proper control and to safeguard life and property.
- (c) Speed limits. Operate a Vehicle at a rate of speed exceeding 15 miles per hour in any parking area of any City Park unless the City has designated a different speed of travel.
- (d) Vehicle operation restricted. The operation of any Vehicle is restricted to the established roads, parking areas, or designated areas.
- (e) Parking. No person shall:
  - (1) Designated areas. Park a Vehicle in other than an established or designated parking area, and such use shall be in accordance with the posted directions and with the instructions of any attendant who may be present.
  - (2) Night parking. Leave a Vehicle standing or parked during non-operating hours in any City Park parking area, unless specifically designated for night time parking.

#### **Section 16-7. Recreational Activities.**

- (a) Bathing and swimming. No person shall:
  - (1) Designated areas. Swim, bathe, stand, wash, or wade in any waters or Waterways adjacent to any City Park, except in such waters and at such places as are provided therefor, and in compliance with such regulations as are set forth in this article or may be hereafter adopted nor shall any person frequent any waters or places customarily designated for the purpose of swimming or bathing, when such activity is prohibited by the Director or designee upon a finding that such use of the water would be dangerous or otherwise inadvisable.
  - (2) Hours. Frequent any waters or places designated for the purpose of swimming or bathing, or congregate there, except between such hours of the day as shall be designated by the Director for such purposes for each individual area.



302 (3) Structure on beach. Erect, maintain, use or occupy on or in any beach or bathing  
303 area any tent, shelter or structure of any kind unless there shall be an unobstructed  
304 view into such tent, shelter or structure from at least two sides, nor shall any guide  
305 wire, rope or extension or exterior brace or support be connected or fastened from  
306 any such structure to any other structure, stake, rock or other object outside  
307 thereof. Such permitted structures shall be designed for temporary use only, such  
308 as umbrellas, canopies or other shade devices and may not violate the  
309 requirements set forth in Division 20 (Temporary Use Permit).

311 (4) Bathhouse. Dress or undress on any beach, pool deck, or in any Vehicle, or other  
312 place, except in such areas such as restrooms as may be provided for that  
313 purpose.

314  
315 (b) Watercraft. No person shall:

316  
317 (1) Designated areas. Bring into or operate any Watercraft upon any waters, except  
318 at places designated for boating by the Director. Such activity shall be in  
319 accordance with applicable regulations as are now or may be hereafter adopted.

320 (c) Facility use. Recreation Facilities may be reserved in advance by completing an  
321 application and paying the required fees as established by the City Commission. It is  
322 unlawful for any Person to make a Material Misrepresentation with the intent to obtain  
323 a facility rental. Any Applicant who has made a Material Misrepresentation will be  
324 subject to denial of the facility rental or revocation of authorization for the rental and  
325 may be prohibited from obtaining facility rentals for a period of not less than one (1)  
326 year. Each Material Misrepresentation shall constitute a separate offense.

327 1. A facility rental permit is required when one or more of the following conditions  
328 apply:

329 i. The Applicant desires exclusive use of an indoor or outdoor Recreation  
330 Facility.

331 ii. The proposed activity will be open to the public and/or a gathering involving  
332 Organized Athletics.

333 iii. The proposed activity includes Commercial Activity.

334 iv. The Applicant desires to post signs in conjunction with an activity or  
335 gathering in a Recreational Facility.

336 v. The proposed activity includes the use of any Entertainment Equipment  
337 and/or Amplified Sound.

338 vi. The Applicant desires to provide for the sale, distribution, or sampling of  
339 materials, merchandise, food, and/or beverages to the general public.

340 vii. The Applicant desires to conduct a performance of any kind.

341  
342 2. Except when reserved in advance, the use of outdoor Recreation Facilities  
343 generally follows the rule of 'first come, first served'.

344  
345 3. In the use of City Parks, no person shall:

346 a. Engage in, participate in, or aid any of the activities listed above in section  
347 16-7 (c) 1 in a City Park unless a facility rental permit has been obtained  
348 from the City.



- b. Engage in, participate in, or aid any Special Event in a City Park unless a Temporary Use Permit as set forth in Division 20 (Temporary Use Permit) has been obtained from the City.
- c. Picnic in a place other than those designated for that purpose. Park Personnel shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.
- d. Violate the regulation that use of the outdoor facilities follow generally the rule of the "first come, first served." unless previously reserved.
- e. Use any portion of the City Parks to the exclusion of other persons unless a permit has been obtained from the Department, nor shall any person use such area and facilities for an unreasonable time if the facilities are crowded.
- f. Leave a use area within a City Park before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in the disposal receptacles, where provided. If no trash receptacles are available, then refuse and trash shall be carried away from the area to be properly disposed of elsewhere.
- g. Cause Amplified Sound in any City Park unless such activity is conducted as an incidental activity to a public meeting or assembly for which a facility rental is approved and provided such Amplified Sound is contained within the rental area and does not violate Chapter 9, Article III Noise of the City of Hallandale Beach Code of Ordinance.

**Sec. 16-8. Prohibited activities:**

To ensure the enjoyment and safety of all users, the following activities are prohibited in City Parks:

- (a) Set up tents, shacks or any other temporary shelter for the purpose of overnight camping, nor shall any person sleep in a City Park, nor shall any person leave on premises after closing hours any movable structure or special Vehicle to be used or that could be for such purpose, such as house trailer, camp trailer, camp Vehicle, or such.
- (b) Take part in or abet the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins or model airplanes except in areas set apart for such forms of recreation. The playing of rough or comparatively dangerous games such as football, baseball and soccer is prohibited except on the fields and courts or areas provided therefore.
- (c) Conduct any games of chance such as raffles, bingo games, dice, or card games for money; or hold drawings for prizes; or participate in any other forms of gambling.
- (d) Conduct any Commercial Activity without the prior written approval from the City.
- (e) Bring a Weapon or Firearm into a City Park in violation of Section 790.01 F.S.



- 395 (f) Engage in any activity that is or may be dangerous to the health, safety or welfare of  
396 themselves or others.  
397
- 398 (g) Engage in any activity that interferes with the use and enjoyment by others.  
399
- 400 (h) Use, distribute, or possess with the intent to use or distribute any illegal substance.  
401
- 402 (i) Engage in any violent activity.  
403
- 404 (j) Possess any glass bottles in any City Park.  
405
- 406 (k) Possess or operate a Motor in any City Park without prior written approval from the City.  
407
- 408 (l) Sell any merchandise, food, or drink without a permit authorizing the sale of the items  
409 issued by the City or an agreement entered into by the City.  
410
- 411 (m) Sell, consume, or possess Alcoholic Beverages except as provided in this article or in City  
412 Code Chapter 5, Alcoholic Beverages, Section 5-8 Drinking on public property.  
413
- 414 (a) During a Special Event where the City has given written permission for the sale,  
415 consumption, and/or possession of Alcoholic Beverages, provided that:  
416
- 417 i. The applicant has received a permit from the City or, if the City is the applicant;  
418 ii. That adequate safeguards will be taken to ensure that no breach of the peace  
419 or littering will be permitted to occur as a result of the sale, consumption and  
420 possession of Alcoholic Beverages;  
421 iii. That such use abides by all local and state laws regarding the sale,  
422 consumption, and/ or possession of Alcoholic Beverages.  
423
- 424 (b) The sale of Alcoholic Beverages may be permitted to private entrepreneurs who  
425 develop and/or operate facilities upon premises leased from the City for food service  
426 as the City deems appropriate.  
427
- 428 (n) Bring or have in his/her possession, or set off or otherwise cause to explode or discharge  
429 or burn, any Fireworks or explosives of inflammable material, or discharge them or throw  
430 them into any such area from land or highway adjacent thereto. This prohibition includes  
431 any other substance or compound would be dangerous from any of the foregoing  
432 standpoints. Special permits may be issued by the City Manager for Firework displays,  
433 subject to approval from the Fire Rescue department of the City.  
434
- 435 (o) Build or attempt to build a fire except in City provided containers such as barbeque grills  
436 and other cooking devices in areas and under such regulations as may be designated by  
437 the Director. No person shall drop, throw or otherwise scatter lighted matches, burning  
438 cigarettes or cigars, tobacco paper or other inflammable materials, within any City Park or  
439 on any highway, road or street abutting or contiguous thereto.  
440
- 441 (p) Enter an area posted as "Closed to the Public," nor shall any person use, or abet the use  
442 of, any area in violation of posted notices.  
443
- 444 (q) Sleep on the seats or benches or other areas.

- 445
- 446 (r) Engage in loud, boisterous, threatening, abusive or insulting language, or engage in any
- 447 disorderly conduct or behavior.
- 448
- 449 (s) Fail to produce and exhibit any permit, upon request of any authorized person who shall
- 450 desire to inspect the permit for the purpose of enforcing compliance with any ordinance or
- 451 rule.
- 452
- 453 (t) Disturb or interfere unreasonably with any Person or party occupying any area, or
- 454 participating in any activity, under the authority of a permit.
- 455
- 456 (u) Paste, glue, tack or otherwise post any sign, placard, advertisement or inscription
- 457 whatever, nor shall any Person erect or cause to be erected any sign whatever, on any
- 458 City Park or highways or roads adjacent to a City Park except by written permission of the
- 459 Director.
- 460
- 461 (v) Make, continue, or cause to be made or continued any loud, unnecessary or unusual
- 462 noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose,
- 463 health, peace or safety of others in compliance with the City Noise Ordinance Sec 9, Article
- 464 III.
- 465
- 466 (w) Trespass on any City Park.
- 467

468 **SECTION 16-9. Hours.**

469 All City Parks shall be closed from sunset to sunrise, daily except lighted courts, softball

470 diamonds and other facilities wherein scheduled or programmed nighttime activities are

471 conducted and area is posted as such.

472

473 **SECTION 16-10 City Marina.**

474 All persons leasing slips at the City Marina shall comply with the terms of the lease

475 agreement and the rules and regulations adopted by the City.

476

477 **SECTION 16-11. Enforcement.**

478 (a) Generally. It shall be unlawful for any Person to do any act forbidden or fail to

479 perform any act required by this chapter, or for any Person to fail to comply with any lawful and

480 reasonable order given by Law Enforcement Officers or authorized Park Personnel.

481

482 (b) Ejectment. The Director, Park Personnel or any Law Enforcement Officer of the

483 City shall have the authority to eject from a City Park any Person acting in violation of this chapter.

484

485

486 **SECTION 16-12. Penalties.**

487 Any person violating any of the provisions of this chapter shall be subject to the violation

488 and penalty provisions of Section 1-8 of this Code.

489



Cross Reference - Hallandale Beach, Code of Ordinances, Chapter 1, General penalty; continuing violations.

Hallandale Beach, Code of Ordinance, Chapter 19, Conduct on Beaches.

Hallandale Beach, Code of Ordinance, Chapter 6, Animals.

Hallandale Beach, Code of Ordinances, Division 20. Temporary Uses.

Hallandale Beach, Code of Ordinances, Section 11-17 Places of Assembly, special outdoor events, carnivals, and fairs fire watch required.

Hallandale Beach, Code of Ordinances, Section 9, Article III Noise

Hallandale Beach, Code of Ordinances Chapter 5, Alcoholic Beverages, Section 5-8 Drinking on public property.

Florida Statutes F.S. Ch. 767.11(1) Dangerous Dogs.

Florida Statutes FS 413.08 (d) Service Animals.

Department of Justice Regulations, 28 C.F.R. 35.104 (2013) Service Animals.

Florida Statutes F.S. Ch. 379.2431 Marine Animals

**SECTION 2. Conflict.** All ordinances or portions of the Code of Ordinances of the City of Hallandale Beach in conflict with the provisions of this ordinance shall be repealed to the extent of such conflict.

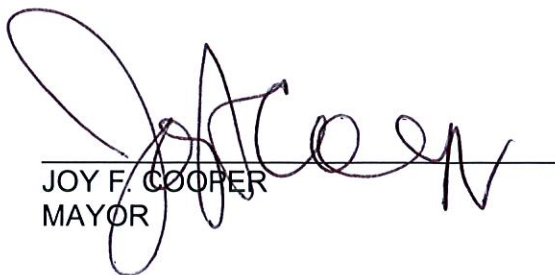
**SECTION 3. Severability.** Should any provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

**SECTION 4. Codification.** It is the intention of the Mayor and City Commission that the provisions of this ordinance be incorporated into the Code of Ordinances; to effect such intention the words "ordinance" or "section" may be changed to other appropriate words.

**SECTION 5. Effective Date:** This Ordinance shall become effective on 2<sup>nd</sup> Reading. However, nothing contained herein shall prevent the City from relying upon police reports issued prior to this date in order to substantiate a case.


PASSED AND APPROVED on 1<sup>st</sup> reading on August 19, 2015.

PASSED AND ADOPTED on 2<sup>nd</sup> reading on September 2, 2015.

  
JOY F. COOPER  
MAYOR

528  
529  
530  
531 SPONSORED BY: CITY ADMINISTRATION  
532

533 ATTEST:

534   
535  
536  
537 MARIO BATAILLE, CMC  
538 CITY CLERK

539  
540 APPROVED AS TO LEGAL SUFFICIENCY and  
541 FORM

542  
543   
544  
545 V. LYNN WHITFIELD  
546 CITY ATTORNEY



## **CITY OF HALLANDALE BEACH ADMINISTRATIVE POLICY**

APPROVED

\_\_\_\_\_  
Greg Chavarria, City Manager

Date of Issue  
October 8, 2019

Effective Date  
October 8, 2019

Revision/Review Date  
N/A

Policy-Version Number  
2009.004

# **Sustainable Practice Policy (SPP)**

**Policy Owner:** Greg Chavarria

**Responsible Department-Position/Role:** Department of Public Works- Green Initiatives Coordinator

**Policies Cross Referenced:** Resolution 2007-10 Resolution in Support of the Kyoto Protocol ; Ordinance 2009-20 Ordinance creating the Hallandale Beach Green Building Program; Policy 2009.002 Expanded Polystyrene Administrative Policy; Ordinance 2018-027 An Ordinance specifically creating section 13-10 "Prohibition on Distribution, sale, or use of plastic beverage straws"; Policy 2009.003R0 Green Events Policy; Resolution 2016-1431 Resolution to Accept the Updated Unified Sea Level Rise Projection of the Southeast Florida Regional Climate Change Compact for the purposes of sea level rise adaptation planning activities; Resolution 2019-021 Resolution affirming commitment to the goals contained in the Paris Climate Accord and the United Nations IPCC Special Report 15 (SR 15).

### **POLICY PURPOSE/INTENT**

This is an internal policy.

This Policy will be phased in as existing stocks of materials become depleted and/or appliances break and/or become obsolete.

The purpose of this Policy is to set a standard of sustainable, environmentally preferable, and resilient practices, purchases, and procurement made to demonstrate the city's commitment to environmental stewardship. Chapter 23, section 23-3 of the City's Municipal Code states that one of the purposes of the Procurement Department is "to ensure that the city purchases recycled and other environmentally preferable products whenever the products meet the price and performance requirements of the city." As the city's purchasing authority is decentralized, this policy shall provide city departments, contractors and/or vendors with clear and consistent instructions on how to consider and make purchases of supplies, services, and capital projects which comply with the Sustainable Practice Policy, when appropriate, consistent with the Commission-adopted Sustainability Action Plan, Procurement Code, Unified Sea Level Rise Projections, and the City's Greenhouse Gas (GHG) reduction goals.

The Sustainable Practice Policy is intended to:

- Encourage the purchase and use of materials, products, and services that best align with the City's fiscal, sustainability, GHG reduction, and performance goals;



- Reduce the City's environmental impact from its use of products which impact GHG emissions, landfill waste and resource consumption;
- Communicate the City's commitment to Sustainable purchasing, by modeling the best product and services to citizens, other public agencies, and private companies;
- Ensure the City only invests in infrastructure and facilities which can withstand future climate conditions; and
- Encourage a pro-environmental employee culture internally.

---

## **ROLES & RESPONSIBILITIES**

In coordination with the City's Sustainability Action Plan and other green initiatives all departments will be responsible for meeting the objectives of this Policy.

## **PROCEDURES**

### **Policy**

After the adoption of this policy, city departments will endeavor to procure products, services, capital items, and engage in behaviors which integrates fiscal responsibility, environmental stewardship, and resilience.

The city's SPP objectives will include purchases and behaviors which:

- Conserve natural resources;
- Are energy, water, and resource efficient;
- Utilize renewable energy, renewable materials, or recycled products;
- Support strong recycling efforts and utilize products where a high likelihood of recycling exists (e.g. steel and paper products);
- Reduce materials that are placed in landfills;
- Utilize products which are rechargeable and reusable;
- Reduce GHG emissions, including those related to overseas shipping;
- Encourage vendors to reduce environmental impacts in their production and distribution systems; and/or
- Will be resilient to climate change impacts.

Departments shall use independent, third-party environmental product or service label certifications when writing specifications for procuring materials, products or services whenever a responsible label is available. Those independent environmental product labels include:

- WaterSense for indoor water fixtures and outdoor irrigation, where available
- EPEAT for electronics and computers
- Energy Star for appliances and electronics
- Green Seal for cleaning products

For capital items which have a lifespan of 30 years or more, such as the construction of new facilities or critical infrastructure, those items must be initially designed to withstand:

- 34 inches of sea level rise by 2060;
- 81 inches of sea level rise by 2100; and
- Corrosion caused by exposure to saltwater.

Subsequent to an analysis of the costs, any deviation from the initial design must be specifically brought to the City Commission's attention and must receive their approval. Unless a deviation is approved, the capital item must be built to fulfil the requirements listed.



## Implementation

The stock of existing non-SPP materials shall be used up first. Upon the need for new purchases, those materials purchased must be in compliance with the SPP. However, nothing contained in this policy shall be construed as requiring a city department, buyer or contractor to procure products or services that do not perform adequately for their intended use, exclude adequate competition, or procure products or services that are not available at a reasonable price, within the City's budget, and/or available within a reasonable timeframe. Nothing contained in this policy shall be construed as requiring a city department, buyer or contractor to take any action that conflicts with city code, or state and federal requirements when applicable.

It is the intent of this policy to implement the following in regards to purchasing:

- Exclusive purchases of recycled paper for use in all city departments, with exceptions granted only for equipment related issues, backed with written justification of the manufacturer;
- Purchase of post-consumer recycled content cardboard and paper (minimum 20% post-consumer recycled content) office supplies such as envelopes, file folders, planners, boxes, etc.;
- Business cards shall be printed on recycled cardstock and shall display the recycling symbol;
- Restrictions on the purchase of Styrofoam per Policy No. 2009.002;
- Restrictions on the purchase of Plastic Straws per Ordinance 2018-027;
- Restrictions on the purchase of Special Event supplies per Policy No. 2009.003;
- Purchase of Green Seal certified cleaning and janitorial products, including 100% post-consumer recycled paper products;
- Purchases of appliances and electronics which are Energy Star or EPEAT certified;
- Energy Star lighting and light fixtures;
- Energy Star HVAC systems and equipment;
- WaterSense indoor and outdoor water fixtures and irrigation supplies including low flow faucets, toilets, urinals and efficient irrigation systems (drip irrigation, pressure regulators, and rain sensors); and
- Electric and/or Hybrid Fleet vehicles, where appropriate.

It is the intent of this policy to implement the following in regards to encouraging a pro-environment employee culture:

- Printing double-sided as default;
- Shutting down computers completely at the end of the work day, where applicable;
- Keeping personal appliances or chargers unplugged when not in use;
- Recycling properly (i.e. rinsing food and drink containers before putting in the blue bin and following recycling guides to avoid contamination); and
- Creating a staff Green Team to encourage further pro-environmental practices and provide education.

It is the intent of this policy to ensure infrastructure and facilities are constructed or purchased with resilience in the forefront. The following shall apply to capital items including facilities and infrastructure with a lifespan of 30 years or more:

- Assets are initially designed to withstand sea level rise depicted on the orange curve in Figure 1 for the predicted lifespan of the asset (i.e. if the asset is expected to have a lifespan reaching 2060, it should be designed and constructed to withstand 34 inches of sea level rise). Subsequent to an analysis of the costs, any deviation from the initial design must be specifically brought to the City Commission's attention and must receive their approval. Unless a deviation is approved, the capital item must be built to fulfil the requirements listed.
- Assets consider the use of corrosion resistant materials if they are projected to be inundated by saltwater.

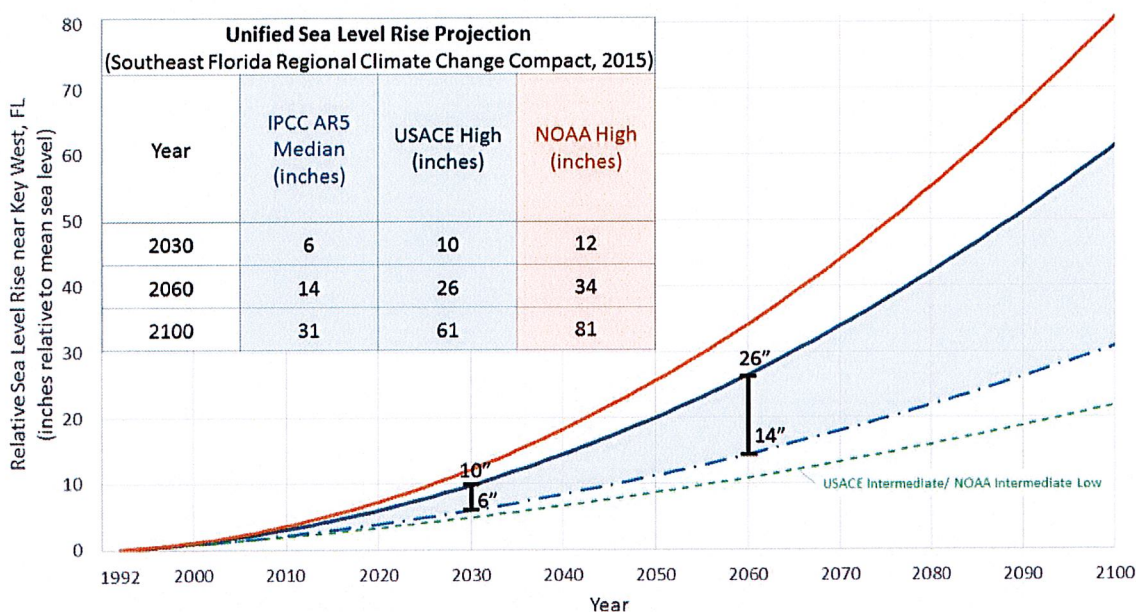


Figure 1: Southeast Florida Regional Climate Change Compact Unified Sea Level Rise Projection (2015)

These projections are the Southeast Florida Regional Climate Change Compact Unified Sea Level Rise Projections, which was adopted by City Commission in 2016 for use in planning purposes.

Each department is responsible to ensure they are meeting the standards as outlined in the SPP.

## Fiscal Impact

This purchasing aspects of this policy will likely cause a small fiscal impact to the city in the short-term but provide an ample return on investment over the long-term. We foresee the implementation of SPP paper products will incur a \$936 additional expense per fiscal year at current paper consumption levels. This additional cost may be offset with the city-wide utilization of the PaperCut software. The implementation of all other SPP changes, including the promotion of a pro-environmental employee culture, may save on expenses. Many of the third-party certified items are available at no extra cost. The Sustainability Action Plan estimates a \$12,000 net benefit of this policy over 10 years, mostly due to energy and water savings.

The resilience aspect of this policy is expected to increase the expenses associated with some projects. However, a recent study by the National Institute of Building Sciences which reviewed 23 years of data found that every \$1 spent on disaster mitigation (such as reducing assets exposure to flooding and sea level rise) saves \$6 in recovery. While there will be additional costs associated with building facilities and infrastructure in a resilient manner, they will reduce the future costs associated with having to rebuild or replace assets prematurely, costs associated with damage due to exposure, and other societal costs such as lower level of service or interruptions in service.

The decentralized nature of the City of Hallandale Beach purchasing makes this Policy difficult to track. Departments will individually track their SPP purchases if time allows. Energy and water savings will be tracked by the Green Initiatives Coordinator via Sustainability Action Plan Key Performance Indicators.

## Education

An educational campaign will accompany the implementation of this Policy. All City staff members will receive an email explaining the Policy and the Green Initiatives Coordinator will conduct departmental trainings. SPP information will also be posted on the City's webpage and social media pages. Procurement will provide a link to this Policy in RFQ and RFP forms, similar to the Expanded Polystyrene



Policy. Furthermore, city contractors will be made aware of the Policy when they enter into a contract with the City.

---

## DEFINITIONS

### **Energy efficient product(s)**

Products which meet or exceed EPA Energy Star qualifications.

### **Environmentally preferable product(s)**

A product that has a reduced negative effect or increased positive effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, fabrication, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product. The term includes, but is not limited to, recyclable products, recycled products, and reusable products.

### **Recycled product(s)**

Products made with an identifiable percentage (1%-100%) of post-consumer material content or of discarded virgin materials salvaged from the industrial waste stream.

### **Renewable materials**

Natural resources which replenishes to overcome resource depletion caused by consumption.

### **WaterSense product(s)**

Products that meet EPA WaterSense standards, as proven by the certifying label being present on the product.

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## ATTACHMENTS

The Sustainability Action Plan Project Sheet for the Sustainable Purchasing Program is attached.

Links to searchable third-party environmental product lists is attached.

The Southeast Florida Regional Climate Change Compact Unified Sea Level Rise Projections is attached.

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## FREQUENTLY ASKED QUESTIONS

There is no FAQ associated with this policy.

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## HISTORY

### **Revision 2:**

Text

### **Revision 1:**

Text

### **Effective:**

Text

### **New Policy:**

Text

**ORDINANCE NO. 2018 - 027**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AMENDING CHAPTER 13 “HEALTH AND SANITATION” OF THE CITY OF HALLANDALE BEACH CODE OF ORDINANCES; SPECIFICALLY CREATING SECTION 13-10. “PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC BEVERAGE STRAWS” TO PROHIBIT THE DISTRIBUTION OF PLASTIC BEVERAGE STRAWS TO REDUCE WASTE; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hallandale Beach is committed to environmental leadership; and

**WHEREAS**, the City Commission desires to conserve resources and reduce greenhouse gas emissions, waste, litter, and pollution; and

**WHEREAS**, discarded plastic beverage straws threaten wildlife and degrade and litter the beaches and waters off Florida’s coast, including areas within the City; and

**WHEREAS**, reducing the distribution of plastic beverage straws provided to customers decreases the amount of plastic that may end up in our environment through litter, windblown debris, and overflowing trash cans; and

**WHEREAS**, the City finds there are reasonable, environmentally friendly alternatives to plastic beverage straws; and

**WHEREAS**, the Mayor and the City Commission have determined that it is in the best interest of the residents of the City to promote the public health, safety, and general welfare by amending Chapter 13 to enact procedures and prohibitions regarding the distribution of plastic beverage straws to reduce waste.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF HALLANDALE BEACH, FLORIDA:**

**SECTION 1.** The foregoing “Whereas” clauses are hereby incorporated herein.

**SECTION 2.** Chapter 13 “Health and Sanitation” of the Code of Ordinances of the City of Hallandale Beach, Florida is hereby amended, creating Section 13-10 “Prohibition on Distribution, Sale or Use of Plastic Beverage Straws” to read as follows:

**Section 13-10. - Prohibition on Distribution, Sale or Use of Plastic Beverage Straws.**

(a) Definitions. For purposes of this section, the following words terms and phrases, including their respective derivatives have the following meanings:

- (1) Beverage means any liquid, including any slurry, frozen, semi-frozen, or other forms of liquids, intended for drinking.
- (2) Beverage Provider means any business, organization, entity, group, or individual located within the City that offers beverages to the public for consumption.
- (3) Food Provider means any person located within the City that is a retailer of prepared food or beverages for public consumption including, but not limited to, any store, supermarket, delicatessen, restaurant, shop, caterer or mobile food vendor.
- (4) Person means an individual, business, event promoter, trust, firm, joint stock company, corporation, nonprofit, including a government corporation, partnership, or association.
- (5) Plastic Beverage Straw means a tube made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, for transferring a beverage from its container to the mouth of the drinker. "Plastic Beverage Straw" includes compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.
- (6) Special Event Permittee means a person who has obtained a Special Event Permit from the City pursuant to Section 32-702 of the City Code.

(b) Plastic Beverage Straws Prohibited; Exceptions

- (1) A plastic beverage straw shall not be sold, or distributed within city limits.
- (2) A plastic beverage straw shall not be used on public beaches within city limits.
- (3) Exceptions. This prohibition shall not apply to:
  - a. Pre-packaged drinks sold at commercial establishments.
  - b. Use by medical or dental facilities.
  - c. Use by the school district or county, state, or federal governmental entities.
  - d. Use during a locally declared emergency.

e. Use by individuals with a disability or other impairment requiring use of plastic straw.

(c) Non-plastic alternatives to plastic beverage straws. Nothing in this section precludes a food provider, beverage provider, special event permittee, or any person from using, providing, distributing, or selling non-plastic alternatives to plastic beverage straws, such as those made from paper, sugar cane, or bamboo, available to customers. Non-plastic alternative straws shall only be provided upon request.

(d) Enforcement; Penalties

(1) Following adoption, the City will engage in public education efforts related to the implementation of this section and provide assistance with identifying alternatives to plastic beverage straws.

(2) Beginning January 1, 2019, the City shall enforce all provisions of this section.

(3) Any Person violating any section of this article is guilty of an infraction. The first violation shall be subject to a written warning or notice of violation. The second violation within a six-month period shall be subject to a fine not to exceed one hundred dollars (\$100). The third violation within a one-year period from the first shall be subject to a fine not to exceed two hundred dollars (\$200) and each subsequent violation within the one year period shall be subject to a fine not to exceed five hundred dollars (\$500). All enforcement available to the city, including pursuant to Hallandale Beach Municipal Code Section 9, may be issued for violation of this article.

**SECTION 3.** Sections 13-11 to 13-30 are reserved for future use.

**SECTION 4. Conflict.** All ordinances or portions of the Code of Ordinances of the City of Hallandale Beach in conflict with the provisions of this ordinance shall be repealed to the extent of such conflict.

**SECTION 5. Severability.** Should any provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

**SECTION 6. Codification.** It is the intention of the Mayor and City Commission that the provisions of this ordinance be incorporated into the Code of Ordinances; to effect such intention the words "ordinance" or "section" may be changed to other appropriate words.

**SECTION 7. Effective Date.** This Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED on 1<sup>st</sup> reading on August 1, 2018.

PASSED AND ADOPTED on 2<sup>nd</sup> reading on September 17, 2018.

\_\_\_\_\_  
KEITH S. LONDON

MAYOR

SPONSORED BY: COMMISSIONER RICH DALLY

ATTEST:

\_\_\_\_\_  
JENORGEN GUILLEN

CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY

FORM

\_\_\_\_\_  
JENNIFER MERINO

CITY ATTORNEY



## City of Hallandale Beach YOUTH ECONOMIC ASSISTANCE GRANT APPLICATION



### Application, Procedures, and Policy

Grant assistance is only available to children who reside in the City of Hallandale Beach with their parent and/ or legal guardian. The parent and/ or legal guardian must provide a copy of their driver's license and utility bill having the same address, recent Income Tax Return (1040) with parent's name and child(ren) as dependent. (Please black out all Social Security numbers).

If a current Income Tax Return cannot be provided, a copy of a current School Meals Benefit letter from Broward County Schools showing the child(ren) are approved for free or reduced meals or a letter from the Florida Department of Children and Families, (DCF) is required. Children with an approved School Meals Benefit or DCF letter will be eligible for a LOW (50%) grant.

The letter must include the child on the application. The DCF letter must indicate the child on the application is eligible for one of the following:

- Amount and type of subsidy such as food stamps
- Social Security or Disability benefits
- Eligibility for Medicaid

The City of Hallandale Beach has adopted the income guidelines set forth by the Broward County Income Eligibility Guideline as listed below. All Grant applications for economic assistance must be approved by the Department Director or designee. Grants will be awarded on a first come/first serve basis while funds are available. **Any falsification of information** such as but not limited to failure to list all income including child support, Social Security, or any other sources will disqualify an individual from the Economic Assistance Grant. Please sign, stating you have read and understand the above information:

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*date*

<i>Household Size</i>	<i>Very Low (75% Grant)</i>	<i>Low (50% Grant)</i>	<i>Moderate (25% Grant)</i>	<i>Non Low/Moderate (0% Grant)</i>
1	\$18,750	\$31,200	\$49,950	OVER INCOME
2	\$21,400	\$35,650	\$57,050	OVER INCOME
3	\$24,100	\$40,100	\$64,200	OVER INCOME
4	\$26,750	\$44,550	\$71,300	OVER INCOME
5	\$30,680	\$48,150	\$77,050	OVER INCOME
6	\$35,160	\$51,700	\$82,750	OVER INCOME
7	\$39,640	\$55,250	\$88,450	OVER INCOME
8	\$44,120	\$58,850	\$94,150	OVER INCOME





# City of Hallandale Beach YOUTH ECONOMIC ASSISTANCE GRANT APPLICATION 2020



Use one form for each applicant. Complete all the information requested below. Incomplete applications will not be accepted. Return application and required documentation to the City of Hallandale Beach Parks and Recreation Department, 410 S.E. 3rd Street or Human Services Department, 1000 NW 8th Avenue, both located in Hallandale Beach, FL 33009.

## HALLANDALE BEACH RESIDENTS ONLY

PARTICIPANT'S NAME: \_\_\_\_\_ o MALE o FEMALE

STREET ADDRESS: \_\_\_\_\_

Hallandale Beach, FL 33009

PARTICIPANT'S BIRTH DATE: \_\_\_\_\_ AGE: \_\_\_\_\_ GRADE: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

PROGRAM NAME: \_\_\_\_\_ BEGIN DATE: \_\_\_\_\_

PARENT(S) AND/OR LEGAL GUARDIAN'S NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_ HOME PHONE: (\_\_\_\_) \_\_\_\_\_ MOBILE PHONE: (\_\_\_\_) \_\_\_\_\_

## INCOME INFORMATION\*:

YEARLY NET INCOME\*: \$ \_\_\_\_\_ IRS FORM - YEAR: 2019

\*Income means money earned **BEFORE** deductions for taxes, insurance, etc. Income includes all monetary compensation for wages, salaries, commissions, fees; net income from self-employed farmers and self-employed businessmen; Social Security; dividends or interest on savings bonds; income from estates or trusts; net rental income; public assistance or welfare payments; unemployment compensations; government civilian employees or military retirement positions; veteran's payments; private pensions or annuities; alimony or child support payments; net royalties and/or cash income from any and all sources of all adults ages 18 and older residing at the same physical address.

HOUSEHOLD SIZE: Adults: \_\_\_\_\_ Children (under the age of 18): \_\_\_\_\_

Members of Household:	Name	Age	Income
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____



**STOP:** Before you sign, have you included your proof of income, proof of Hallandale Beach Residency, completed Registration Form, completed Waiver Form and Birth Certificate? NO FORM WILL BE ACCEPTED WITHOUT REQUIRED INFORMATION.

\_\_\_\_\_  
Signature of Parent and/or Legal Guardian

\_\_\_\_\_  
Date

\*Please see reverse for alternate eligibility information options.

## OFFICE USE ONLY:

DEPARTMENT APPLIED TO (check one): ☐ Parks and Recreation ☐ Human Services ☐ PAL

RECOMMENDATION:

☐ Approve Grant at 75% ☐ Approve Grant at 50% ☐ Approve Grant at 25% ☐ Grant Not Approved

Comments: \_\_\_\_\_

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Date