

**STANDARD CONTRACT NO. C22-09-09-LZ  
BETWEEN THE CITY OF SUNRISE, FLORIDA  
AND HOT DOG HARBOR OF HOLLYWOOD, LLC.**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Hot Dog Harbor of Hollywood, LLC a Florida corporation (hereinafter referred to as the "Contractor"), whose address is 4211-N. Surf Drive Apt. 4, Hollywood, Florida 33019 and whose Federal Identification Number is 86-3046252, incorporates RFP No. 22-05-04-LZ and Contractor's Proposal as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for concession operations as set forth in this Contract and as further stated below in the Scope of Service section or as attached hereto in Exhibit "A," which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Kevin Pickard telephone number (954) 747-4655 or designee.

The Contractor's representative during the performance of this Contract shall be:

2. Payments

Contractor shall pay the City for a License to Operate Concession Facilities on a monthly basis at the rate of three hundred dollars (\$300.00) a month per location.

- 2.1 License fee shall commence on the first day of the calendar month following the date of final execution of the agreement by the City.
- 2.2 Said license fee shall be received by the City by the 15<sup>th</sup> of each month for the preceding month.
- 2.3 Contractor is responsible for reporting of all sales taxes or any other state or local fees.
- 2.4 All payments must be made payable to "City of Sunrise." Payment is to be mailed to:

City of Sunrise  
PO Box 452048  
Sunrise, FL 33345-9998

- 2.5 Subsequently to any mutually approved license fee increases, the new rate shall take effect on the first day of the extension period.

3. License Not a Lease

The Contract resulting from this solicitation shall not be deemed to be a lease of the concession facilities, but rather a license granted to the Contractor by the City to operate the concession facilities for a limited time and on a limited basis under the terms and conditions stated herein. No leasehold interest in the concession facilities is conferred upon the Contractor under the provisions of the resulting Contract.

4. Initial Contract Period and Contract Renewal

The initial Contract period shall be for two (2) years, commencing on date of contract award. In addition, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-

contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

7.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

7.4 Business Automobile Liability. Contractor 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 Contractor does not own automobiles, Contractor 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.

7.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

7.6 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor 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 Contractor enter into such an agreement on a pre-loss basis.

7.7 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no

longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise  
Attn: Procurement Manager  
Purchasing Office  
10770 West Oakland Park Blvd.  
Sunrise, Florida 33351  
[purchasing@sunrisefl.gov](mailto:purchasing@sunrisefl.gov)  
Fax (954) 578-4809

Copy to:

City of Sunrise  
Attn: Risk Manager  
Risk Management Division  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351  
[riskmanagement@sunrisefl.gov](mailto:riskmanagement@sunrisefl.gov)

7.8 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.9 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

8. Performance and Payment Bond ☐ Applicable ☒ Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in

this sole event be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. And the provisions of Section 10. Shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses

and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager  
City of Sunrise  
10770 West Oakland Park Blvd.  
Sunrise, FL 33351

cc: City Attorney  
City of Sunrise  
10770 West Oakland Park Blvd.  
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to: *[Buyer to Insert Contractor's Information]*

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL ([CITYCLERK@SUNRISEFL.GOV](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

### 30. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, the City's RFP, and Contractor's Proposal.

### 31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

### 32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

### 33. E-Verify – Employment Eligibility

- 33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

- 33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
- 33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.
- 33.4 If City terminates this Contract pursuant to the subsection 33.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]**

**IN WITNESS WHEREOF**, the parties made and executed this Contract on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and Contractor by its duly authorized representative.

**CITY OF SUNRISE**

By: \_\_\_\_\_

Michael J. Ryan, Mayor

Date: \_\_\_\_\_

**AUTHENTICATION:**

\_\_\_\_\_  
Felicia M. Bravo, City Clerk

Date: \_\_\_\_\_

(SEAL)

Approved as to form and legal sufficiency for the City

By: \_\_\_\_\_

Kimberly A. Kisslan  
City Attorney

**CONTRACTOR**

Hot Dog Harbor of Hollywood, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## EXHIBIT A

### 1.1 Scope of Services:

The Contractor shall provide all labor, overhead, profit, material, tools, vehicles, travel, licenses, certificates, insurances, permits, and incidentals for Concession Operations at the two (2) City park properties in accordance with the terms, conditions, and scope of work. Outside of the regular operating schedule – EXHIBIT B – Schedule of Operations, the number and frequency of all special events and/or tournaments are subject to the sole discretion of the City keeping in mind that the primary purpose of Sunrise Sportsplex and Sunrise Athletic Complex concession stands are to satisfy the recreation needs and enjoyment of Sunrise residents.

**Below is the list of City locations and available equipment at each concession stand per location.**

ITEM #	LOCATION	SIZE	EQUIPMENT AVAILABLE	MINIMUM HOURS OF OPERATION
#1	Sunrise Athletic Complex (SAC) 11501 NW 44 <sup>th</sup> Street Sunrise, FL	289 sq. feet	<ul style="list-style-type: none"><li>• Refrigerator</li><li>• Freezer</li><li>• Ice Machine</li><li>• Impinger Oven</li><li>• Microwave</li><li>• Popcorn Machine</li><li>• Hot Dog Grill</li><li>• Pizza Display (warmer)</li><li>• Electric Countertop Fryer</li><li>• Heat Lamp Food Warmer</li><li>• Electric Food Pan Cooker/Warmer</li><li>• Coffee Brewer</li><li>• Condiment Pump Station</li><li>• Grill (for outside use)</li></ul>	<i>See EXHIBIT B</i>  <i>Schedule of Operations</i>
# 2	Sunrise Sportsplex 9101 NW 50 <sup>th</sup> Street Sunrise, FL	354 sq. feet	<ul style="list-style-type: none"><li>• Refrigerator</li><li>• Freezer</li><li>• Ice Machine</li><li>• Impinger Oven</li><li>• Microwave</li><li>• Popcorn Machine</li><li>• Pizza Display (Warmer)</li></ul>	

			<ul style="list-style-type: none"> <li>• Grill (for use outside)</li> <li>• Heat Lamp Food Warmer</li> <li>• Bunn Coffee Brewer</li> <li>• Electric Food Cooker/Warmer</li> <li>• Double Condiment Pump Station</li> </ul>	
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#### 1.1.2 Menu Items:

- The Contractor is expected to serve quality food and drinks with outstanding, efficient, and friendly service at reasonable prices, thus resulting in the highest customer satisfaction.
- Menu and pricing must be approved by the City. List of food and drink options must be provided with estimated price for each item. Contractor is responsible for dining condiments and accessories and must be provided at no additional cost to the customer, and at no additional cost to the City. Any considerations for price changes will need to be submitted to the City in writing for approval.
- The Contractor may provide menu enhancements such as vegan, allergy safe food, and gluten free options.
- At the two (2) concession stands (Sunrise Sportsplex and Sunrise Athletic Complex) the menu should consist of a variety of concessionaire type food, cold drinks, and other snacks. Contractor will offer an affordable “Sunrise Combo” deal that will not exceed the agreed price between the City and the Contractor, and will not be changed without prior review and approval from the City.
- Concession stands will be used for the sale of food and beverages only. No sale of alcohol, tobacco products, souvenirs, and novelties other than for human consumption, may be sold.
- Contractor is not allowed the sale of any items in glass bottles or containers. Contractor will need to follow park rules as listed under EXHIBIT C – Park Rules.
- Contractor is not required to, but is encouraged to follow policies per the City of Sunrise’s Good and Green Events Policy EXHIBIT D.

#### 1.1.3 Operations:

- All food and beverage services shall meet all City, County, and State requirements (licenses, permits, and certificates). Any fines issued by either department will be paid by the Contractor own out of pocket expense. Contractor shall notify the City immediately of any violations, and make every effort to rectify violations within 48 of being notified by the health inspector.

- Contractor must be registered in the State of Florida and have a food permit from the Florida Department of Agriculture and Consumer Services.
- No signs, including advertisements, shall be erected or permitted on the premises unless plans have been approved by the Director of Leisure Services or designee. All signage, requests for changes to the menu(s) or prices, must be submitted 30 days in advance for approval by the City.
- Overnight storage for equipment or supplies will be permitted only with prior approval from the Director of Leisure Services or designee.
- City will provide electric and water. Any additional electric other than what is provided is the responsibility of the Contractor. However, Contractor must ensure that equipment does not exceed electrical capacity.
- City will not provide internet capabilities; the Contractor is solely responsible for any expenses associated with running their sales operating system.
- Contractor will be responsible for set-up of each concession stand. Contractor shall furnish, install, and maintain any additional equipment desired by the Contractor for the concession stands subject to City approval. At the time of termination of contract, the Contractor may remove the additional equipment, provided no damage is done to the facility, and the facility is restored to its original condition, less any customary and usual ordinary wear and tear.
- Contractor shall have the ability to mobilize concession operations to busier locations of the parks, as determined by the City and the Contractor to be best fit.
- Contractor will be responsible for set-up of each concession stand. Contractor shall not injure, mar or in any manner deface the concession facilities contained therein and shall not cause or permit anything to be done whereby the concession facilities shall be in any manner injured, marred or defaced. Contractor shall not tape items, drive nails, hooks, tack or screws into any part of the concession facilities and will not make or allow alteration of any kind to be made, except only with prior written approval from the City.
- Contractor may furnish, install, and maintain any additional equipment desired by the Contractor for the concession stands subject to City approval. Contractor is responsible for the maintenance and of all food service equipment whether City owned or Contractor owned. All maintenance records shall be made available to the City, on demand, as proof of necessary maintenance or replacement needed to be done by the City. Contractor will be provided with any scheduled maintenance needed for City owned equipment. If upon 30 days written notice, Contractor fails to maintain City equipment, the City reserves the right to rectify with full reimbursement payment due from Contractor to the City within the next following 30 days after resolution.
- At the time of termination of contract, the Contractor may remove the additional equipment, provided no damage is done to the facility. In the event of damage or destruction of the concession facilities or food service equipment caused by the Contractor's operations, Contractor shall pay all costs for cleanup, repair and replacement and all damages of whatever origin of nature, ordinary wear and use thereof only excepted, which are needed to restore the concession facilities to a

condition equal to their condition on the date the Contract commences. Damage to building systems, including the roof, air conditioning, electrical and plumbing, not caused by Contractor are the responsibility of the City. The City shall not be liable or responsible to Contractor or any third party for any loss, damage, or expense resulting from a malfunction of, defect in or damage to any building system.

- Contractor is responsible for the cleanup and maintenance of the of the area within the concession stand. Dumpsters are available for Contractor to dispose of their waste at the end of the day. City park staff will be responsible for the cleanliness of the park facility area outside of the concession.
- The City will be responsible for providing extermination services to the concession area. The Contractor will be responsible for keeping a clean facility, as approved by the City at their discretion.
- Use of the concession facilities shall be coordinated through the City's Director of Leisure Services or designee. The Director, at any time, can and may suspend activities of the Contractor, if the activities appear to be unsafe or appear to be in violation of any federal, state, or local law, including City ordinances.
- The Contractor shall have the ability to accept credit card payments at a set minimum dollar purchase threshold proposed by them and approved by the City. Contractor must have the capability to accept all major credit cards including American Express.

#### **1.1.4 Schedule:**

- Hours of operation may vary based upon seasons and weather.
- A schedule will be determined by the Director of Leisure Services or designee by the first of each month for the following month. The Contractor will work with the City to establish an hours of operation schedule that meets the needs of the City. Please see EXHIBIT B – Schedule of Operations, for the typical schedule.
- The concession stands must be open and operating during the schedule outlined on EXHIBIT B – Schedule of Operations, on a monthly basis. Failure to adhere to the schedule may be grounds for breach of contract.

#### **1.1.5 License Fee:**

- Contractor shall pay the City an operating license fee for concession facilities on a monthly basis at the rate of three hundred dollars (\$300.00) per location.
- License shall commence on the first day of the calendar month following the date of final execution of the agreement by the City.
- Said license fee shall be received by the City by the 15<sup>th</sup> of each month for the preceding month.
- Contractor is responsible for collecting, reporting and paying all sales taxes or any other state or local fees and for payment of any ad valorem tax arising out of the resulting Contract.
- The City shall retain the right to examine the accounting records and other related documents to ascertain the gross receipts from the operation. The City shall have the right to audit Contractor's costs.

- All payments must be made payable to “City of Sunrise.” Payment is to be mailed to:

City of Sunrise  
PO Box 452048  
Sunrise, FL 33345-9998

#### **1.1.6 Personnel:**

- All of the Contractor’s employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. Qualified personnel trained in preparation and handling of food must be present at all times.
- Contractor’s personnel shall be identified as concessionaire employees by wearing company identification at all times while performing work at any City site. Only contracted personnel shall be allowed in concession areas during hours of operations.
- Employees shall be clean, courteous, and competent.
- Contractor shall not utilize any person identified on any Florida or National registry as a sex offender or sex predator to provide services under this RFP or the resulting Contract. The Contractor represents that its principals, owners, and staff do not have any criminal charges. The City shall require that employees performing services under this RFP and the resulting Contract shall be subject to a Level II background screening as set forth in the Florida Statutes Chapter 435, before such individual performs services under the resulting Contract. Proof of criminal history checks must be provided to the City once per year at the expense of the Contractor.

#### **1.1.7 Subcontracting**

Contractor shall submit to the Leisure Services Department (Department) for its written approval a list of subcontracts, including major purchases. The Contractor shall not subcontract, transfer or delegate any of its obligations under the resulting Contract without the Department’s advance written approval. No subcontract entered into by Contractor shall relieve the Contractor of any of its liabilities or obligations under the resulting Contract, including those assumed or created by any subcontractor. Contractor shall require its subcontractors to comply with the terms of the resulting Contract.

Activity	Month	Day	Time	Location
Recreation Baseball & Softball	February - May	Monday - Thursday	6:00pm - 9:00pm	Sportsplex
		Saturday	9:00am - 5:00pm	Sportsplex
		Sunday(February Only)	9:00am - 5:00pm	Sportsplex
Recreation Soccer	November - January	Monday - Thursday	6:00pm - 9:00pm	SAC
		Saturday and Sunday	9:00am - 5:00pm	SAC
Tackle Football	May - October	Monday - Friday	6:00pm - 9:00pm	SAC
		Saturday (Home Games Only)	8:00am - 9:00pm	SAC
Travel Baseball & Softball	Year Round	Monday - Friday	6:00pm - 9:00pm	SAC & Sportsplex
		Saturday	9:00am - 3:00pm	SAC & Sportsplex
Travel Soccer	Year Round	Monday - Friday	6:00pm - 9:00pm	Sportsplex

Month	Activity	Location
January	Recreation Soccer	SAC
February	Recreation Baseball & Softball	Sportsplex
March	Recreation Baseball & Softball	Sportsplex
April	Recreation Baseball & Softball	Sportsplex
May	Tackle Football & Rec Baseball	SAC & Sportsplex
June	Tackle Football	SAC
July	Tackle Football	SAC
August	Tackle Football	SAC
September	Tackle Football	SAC
October	Tackle Football	SAC
November	Recreation Soccer	SAC
December	Recreation Soccer	SAC

*\*Year Round*

*Travel Sports*

*SAC & Sunrise Sportsplex*

# Park Rules

To ensure a safe and enjoyable experience for all, please respect the park rules and be courteous of others.

## **PROHIBITED**

- Drones
- Glass Containers
- Littering/Dumping
- Alcohol and illegal substances

*See below for details regarding:*

## **AMPLIFIED SOUND / MUSICAL INSTRUMENTS**

Amplified sound (portable speakers, amplifiers, etc.) is prohibited at basketball/tennis courts.

Amplified sound is permitted in other areas, but must be maintained at an acceptable volume level at the discretion of Leisure Services staff.

## **ARTIFICIAL TURF**

The following items are prohibited on artificial turf surfaces:

- Soda, sports drinks, alcohol or coffee, or any beverage
- Food, peanuts, seeds, or gum
- Metal cleats
- Sharp objects that could penetrate the synthetic surface
- Tents
- Pets or other animals
- Unauthorized vehicles
- Golfing
- Static loads (ex: heavy water coolers)

## **BASKETBALL/TENNIS COURTS**

Folding chairs or tables may not be brought onto the court.

Roller blades, scooters, bicycles, skateboards, etc. are prohibited.

Amplified sound (portable speakers, amplifiers, etc.) is prohibited.

## **BOUNCE HOUSES**

Bounce houses are permitted when associated with a facility rental and with Leisure Services approval.

Equipment requiring water (portable pools, slip and slides, etc.) are prohibited.

**EXERCISE EQUIPMENT**

Securing or hanging fitness equipment to trees or any park structure is prohibited.  
Heavy equipment (tires, sleds, etc.) is prohibited.

**FRUIT TREES**

The removal of fruits (coconuts, mangos, avocados, etc.) from trees is prohibited.

**HAMMOCKS**

Hammocks are prohibited, with the exception of free-standing hammocks.

**INSTRUCTION/TRAINING**

All instructors/trainers doing business at City parks must be approved by Leisure Services. [Please click here for more information.](#)

**PETS**

Pets are prohibited, with the exception of service animals or at designated locations.

**PORTABLE CHAIRS**

Portable chairs are permitted, as long as they are not being used to increase the capacity of a meeting room or pavilion rental.

**RENTALS**

Any rental equipment (chairs, tables, etc.) must be approved by the Leisure Services Department.

**TENTS (maximum size 10' X 10')**

Tents are permitted, as long as they are not being used to increase the capacity of a meeting room or pavilion rental.

Tents are not permitted on artificial fields.

You are responsible for securing your tent, although spikes are not allowed.

**UNAUTHORIZED VEHICLES**

Electric, battery or gas-powered vehicles/transportation devices (golf carts, ATVs, scooters, boats, etc.) are prohibited.

Kids' electric toy cars are permitted.

***Please call for more information:***

Weekdays from 9:00 a.m. to 5:00 p.m. - (954) 747-4600

Weekdays after 5:00 p.m. and on Weekends - (954) 849-0071

## ATTACHMENT 5

### GOOD AND GREEN EVENTS POLICY



**Last Issued/Revised:**

**Previous Issuances:** None

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#### I. Purpose

The City of Sunrise (City) hosts events throughout the year that attract and delight residents and visitors of all ages. The purpose of this Good and Green Events Policy is to set a **Good and Green Standard** for City-hosted/City-funded special events and festivals. This Policy supports implementation of the Sunrise Sustainability Action Plan (Sunrise SAP) passed on April 23, 2019 (via Resolution No. 19-63). The Sunrise SAP includes goals for reducing the City's greenhouse gas emissions (**RM3**), protecting water and air resources (**S1**), and creating a sustainability ethic throughout the City (**S4**). In addition, this Policy emphasizes consumption reduction as a means to reduce the City's overall waste footprint, while also highlighting the importance of recycling (**S5**) when waste prevention is not feasible.

The Good and Green Events Policy is intended to:

- Reduce plastic waste generated at City of Sunrise special events and festivals;
- Reduce the City's environmental impact on the local environment from special events and festivals;
- Reduce the City's greenhouse gas emissions from special events and festivals;
- Educate residents and event attendees on the City's green initiatives; and
- Foster environmental stewardship across City departments.

#### II. DEFINITIONS

**"Biodegradable"** shall mean manufactured products made entirely from natural materials, like uncoated paper or plant fibers, that will undergo a natural process of deterioration.

**"Carbon-neutral"** is defined as a net zero carbon footprint, referring to having produced net zero emissions or having purchased carbon offsets equal to the amount of carbon emitted by the event.

**"City-hosted/City-funded events"** are any special event or festival organized, planned and funded by the City, held on City property, even if sponsorships are utilized to fund the special event or festival. City-hosted/City-funded events do not include the rental of City

facilities for events (e.g., weddings held at the Civic Center or family reunions in a park). In addition, the use of City facilities for events through partnered agreements, which are events managed through a written agreement with a non-City entity (e.g., swim meets and baseball tournaments), are not considered City-hosted/City-funded and do not need to follow this Policy; however, they will be encouraged to follow the Policy.

**“Compostable”** shall mean manufactured products made from paper, wood, or vegetable-derived plastics.

**“Excessive Visible Smoke”** shall mean excessive, visible smoke being discharged from a generator that is determined by City staff (City Manager, Police Chief, Fire Chief, Leisure Services Director, Sustainability Officer, or designee) to pose a health concern and/or an air quality issue.

**“Expanded polystyrene”** commonly known as Styrofoam™, is a synthetic polymer made from the styrene monomer. Polystyrene products are disposable food service items including protective packaging, containers, cups and lids.

**“Local food”** shall mean food produced within a 200-mile radius of Sunrise.

**“Plastic bags”** are a bag provided to a customer, typically at the point of sale or distribution, for the purpose of transporting food service related items, and is made predominantly of nonwoven, flexible plastic that is less than 10 mils thick.

**“Plastic straws”** are a tube made predominantly 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 straws do not include straws that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.

**“Recyclable”** shall mean materials able to be recycled in the City of Sunrise recycling program (e.g., aluminum cans, plastic bottles, clean and dry paper, cardboard, chip board, and/or aseptic containers).

**“Single-use plastics”** shall mean food service related products that are designed to be used only once in the same form and then disposed of or destroyed. For purposes of this Policy, single-use plastics are polystyrene, plastics straws, plastic utensils, cups, and plates, and plastic bags as defined herein.

**“Vegan”** shall mean food items which do not contain animal products such as meat, eggs, and dairy.

**“Vendor”** shall mean an actual or potential supplier of an item or service.

**“Water bottle refill stations”** are water coolers, drink dispensers, water fountains or other means to provide free water to event attendees via refillable or reusable water bottles.

### III. GENERAL PROVISIONS

The Good and Green Events Policy consists of three “levels” of sustainability, ranging from (in order from least to most sustainable): **Good and Green Standard**, **Good and Green Steward**, and **Good and Green Hero**. All City-hosted/City-funded events must meet, at a minimum, the **Good and Green Standard** level. The **Good and Green Steward** and **Good and Green Hero** levels are strongly encouraged but are not required. However, the Sunrise Earth Day Festival must meet the **Good and Green Hero** level. All City-hosted/City-funded events shall display signage promoting general sustainability of the event. A Good and Green Event Checklist has been drafted that will be made available on the Sunrise intranet and will continually be updated for staff/event planners to use as a resource (see Exhibit A).

### IV. PROCEDURES

#### A. Good and Green Standard

1. Encourage the use of reusable bags rather than single-use plastic bags;
2. Encourage the use of alternatives to expanded polystyrene (commonly known as Styrofoam™);
3. No balloons shall be used as decoration or distributed by City or vendors (this includes all latex and Mylar balloons);
4. No distribution of plastic straws, alternatives to plastic straws such as paper straws may be available upon request. Notwithstanding the foregoing, and in recognition of the needs of persons with disabilities or medical conditions, plastic straws will be provided upon request;
5. Encourage minimizing the use of single-use plastics (e.g., cups, plates, utensils, etc.);
6. Vendors shall operate generators that either do not emit excessive visible smoke, or operate with alternative fuel (e.g., propane, compressed natural gas, solar);
7. Provide an equal number of recycling bins (with clear bags or no bags) and trash bins, evenly distributed throughout the event and located beside one another (recycling bins must include messaging of what materials are accepted); and
8. Signage promoting sustainable event initiatives.

#### B. Good and Green Steward (in addition to Good and Green Standard)

9. Provide sufficient (volunteer) supervision of waste/ recycling stations to educate attendees and avoid contamination of recycling;
10. Encourage the use of reusable tablecloths to limit use of plastic tablecloths where possible; and
11. Provide ample and secure bike parking.

**C. Good and Green Hero (in addition to Good and Green Steward, required for Sunrise Earth Day festival)**

12. Provide water refill stations and encourage the use of reusable water bottles;
13. Include at least one vegan/local food option with catering and vendors;
14. Donate any surplus, unused packaged food from catering events to the City's food bank if applicable; and
15. Calculate and purchase offsets for the event's carbon footprint, making the event "carbon-neutral."

**V. RESPONSIBILITIES**

All City-hosted/City-funded events must attain the **Good and Green Standard**, at a minimum. This Policy is intended for departments and divisions which plan, host, and procure materials for special events and festivals including but not limited to: Leisure Services, Police, Fire, Human Resources, Utilities, Community Development, and Purchasing.

City Manager and Department Directors are 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.

**A. Fiscal Impact**

This Policy is not expected to produce a large fiscal impact to the City (see Exhibit B, Cost Comparisons); however, the Sustainability Officer will evaluate the annual impacts of the Policy. Departments will assess the fiscal impact for their respective events.

**B. Exemptions**

1. Pre-packaged foods distributed by food service providers that have been filled and sealed prior to receipt by the food service provider.
2. Expanded polystyrene products used for the storage of raw meat, pork, poultry, fish, and seafood products by a food service provider.
3. In recognition that some persons may have disabilities or medical conditions, plastic straws will be provided upon request.
4. Any City contract, lease, or concession agreement entered into prior to the effective date of this Policy shall not be subject to the requirements of this Policy, unless the City vendor/contractor voluntarily agrees thereto.
5. This Policy does not apply to the packaging of products, auxiliary containers or wrappings.
6. This Policy does not apply during a state of emergency.

**C. Education**

An educational campaign will accompany the implementation of this Policy. All City staff members will receive a memo explaining the Policy. Training and assistance provided by the Sustainability Officer will be available for interested parties. Furthermore, City vendors will be made aware of the Policy when they enter a contract with the City. A Good and Green Event Checklist has been developed to assist staff and event coordinators with the transition (see Exhibit A).

## EXHIBIT A

### Good and Green Event Checklist

**Good and Green Standard** (minimum requirement for all City-hosted/City-funded special events and festivals)

- ☐ Encourage the use of reusable bags rather than single-use plastic bags;
  - Paper bags are widely provided by vendors such as but not limited to [Uline](#), [Webstaurant](#), [Store Supply Warehouse](#) and with custom imprints from [Crestline](#). Reusable bags are another option, although more expensive.
  - Attendees should be encouraged and reminded to bring their own reusable bags through event website, event marketing and social media.
  
- ☐ Encourage the use of alternatives to expanded polystyrene (commonly known as Styrofoam™);
  - Alternatives such as paper, bagasse (100% compostable sugarcane fiber), and compostable options are available through vendors such as but not limited to [Amazon](#), [Sam's Club](#), [Uline](#), [Webstaurant](#), [Store Supply Warehouse](#)
  
- ☐ No balloons shall be used as decoration or distributed City or by vendors (this includes all latex and Mylar balloons);
  - Alternatives for balloons could include flower seedlings; reusable flags, banners, and dancing inflatables; ribbon dancers; kites and garden spinners; fabric streamers; pinwheels; tissue paper pompoms; drumming; bubbles; colored lights. For help with ideas, contact the Sustainability Officer.
  - Learn why this is important: [Why You Should Find Ocean-Friendly Alternatives to Balloons](#).
  
- ☐ No distribution of single-use plastic straws, alternatives such as paper straws may be available upon request;
  - Offering straws by request only can cut the costs of purchasing straws.
  - Alternatives to plastic straws may include paper, bamboo, stainless steel, straw (hay/wheat), edible straws, silicone. For more ideas and a list of vendor links visit [The Last Plastic Straw website](#).
  - Paper straws are widely available, ensure straws are packaged in paper as well. Paper straw alternatives are also available in larger sizes for smoothie/Boba beverages.

- Notwithstanding the foregoing, and in recognition of the needs of persons with disabilities or medical conditions, plastic straws will be provided upon request.
- Encourage minimizing the use of single-use plastics (e.g., cups, plates, utensils, etc.);
  - Encourage reusable utensils and food service items to be used, collected, and washed for reuse after the event; drinks to be left in cans or bottles instead of poured into cups; use filtered or [boxed water](#) instead of bottled water; serve condiments in bulk rather than single servings; and use napkins instead of disposable plates for “finger foods.”
- Vendors shall operate generators that either do not emit excessive visible smoke, or operate with alternative fuel (e.g., propane, compressed natural gas, or solar);
  - Vendors are responsible to maintain their equipment. Excessive visible smoke from a generator means the fuel is not burning properly which could be a sign of lack of heat, clogged filter, worn engine, or other mechanical issue.
  - Excessive visible smoke creates a health and air quality hazard.
- Provide an equal number of recycling bins (with clear bags or no bags) and trash bins, evenly distributed throughout the event and located beside one another (recycling bins must include messaging of what materials are accepted); and
  - Arrange for recycling collection through Public Service.
  - Leisure Services, depending on availability, may also have ClearStream event bins that can be requested and/or borrowed for events.
- Signage denoting sustainable event;
  - Please request signage at least two weeks in advance by filling out a Sustainability Request Form.

**Good and Green Steward** (in addition to Good and Green Standard)

- Provide sufficient (volunteer) supervision of waste/ recycling stations to educate attendees and avoid contamination of recycling;
  - Good and Green Ambassadors are a volunteer group that can provide education to your event attendees and ensure recycling bins are not contaminated with trash. Contact the Sustainability Officer to organize a Green Team for your event based on volunteer availability with at least six weeks advance notice.

- ☐ Encourage the use of reusable tablecloths to limit use of plastic tablecloths where possible; and
  - The Sustainability Officer has a limited supply of vinyl and cloth table covers available. Please request supplies at least two weeks in advance by filling out a Sustainability Request Form.
- ☐ Provide ample and secure bike parking.
  - Many City facilities have sufficient bike parking available for smaller events. For larger events bike racks could be added to the event area.

**Good and Green Hero** (in addition to Good and Green Steward, required for Sunrise Earth Day Festival)

- ☐ Provide water bottle refill stations and encourage the use of reusable water bottles;
- ☐ Include at least one vegan/ local food option with catering and vendors;
- ☐ Donate any surplus, unused packaged food from catering events to the City's food bank; and
- ☐ Calculate and purchase offsets for the event's carbon footprint, making the event "carbon-neutral."
  - Contact the Sustainability Officer to get help calculating the carbon offsets needed for your event.

## EXHIBIT B

### Cost Comparisons

Cost comparisons were made to help define the fiscal impacts of the Good and Green Events Policy. Development of educational campaigns and constant outreach to event staff and attendees will be essential to the sustainability to this Policy. The following cost comparison tables are based on an event with 1,000 attendees. Prices displayed for each product type are based off of findings from [Uline](#), [Webstaurant](#) and [Amazon](#).

#### *Bag Cost Analysis*

While plastic bags prove to be less expensive upfront, reusable bags could result in lower event costs in the long run. By encouraging event goers to bring their own bags (e.g., reminders on event flyers, website and social media), Sunrise could avoid any financial impact on them directly and help to create a sustainable ethic. Furthermore, reusable bags may provide an opportunity to offset the cost by selling bags at events.

<b>Product Type</b>	<b>Product Description</b>	<b>Price (per case)</b>	<b>Cost/ Attendee</b>	<b>Cost/ Event</b>
Plastic	1/6 Size White "Thank You" plastic T-Shirt Bag-700/Case	\$9.88	\$0.01	<b>\$14.11</b>
Paper	Kraft Paper Shopping Bags- 8 x 4 ½ x 10 ¼ ", Cub- 250/Case	\$54.00	\$0.22	<b>\$216.00</b>
Reusable	Elkay Plastics Medium Black Non-Woven Reusable Shopping Bag- 100/case	\$62.40	\$0.62	<b>\$624.00</b>
Reusable (custom with logo)	Eco Promotional Products Recycled Foldaway bag with Imprint 19 in x 15 in DSHRE	N/A	\$2.15	<b>\$2,150.00</b>

#### *Straw Cost Analysis*

While plastic straws proved to be most cost effective, encouraging the exclusion of plastic straws (e.g., available upon request only) at events lowers costs by reducing the number of straws needed to be purchased.

<b>Product Type</b>	<b>Product Description</b>	<b>Price (per case)</b>	<b>Cost/ Attendee</b>	<b>Cost/ Event</b>
Plastic	Choice 7 ¾ " Jumbo Neon Unwrapped Soda Straw- 10000/Case	\$28.86	\$0.003	<b>\$2.89</b>
Paper	EcoChoice 7 ¾ " Assorted Stripe Jumbo Unwrapped paper Straw- 4800/ Case	\$75.90	\$.02	<b>\$15.81</b>

<b>Product Type</b>	<b>Product Description</b>	<b>Price (per case)</b>	<b>Cost/ Attendee</b>	<b>Cost/ Event</b>
Biodegradable	Eco-Friendly Biodegradable Jumbo 9 ½ " Pasta Straw- 600/ Case	\$22.40	\$.04	<b>\$37.33</b>
Compostable	Plastic-less 200PCS 100% Compostable Plant-Based Straws	\$9.99	\$0.05	<b>\$50.00</b>
Reusable	OKGD Wholesale et of 20 Stainless Steel straws Long 8.5 Inch Drinking	\$9.99	\$0.49	<b>\$499.50</b>

### *Cold Cup Cost Analysis*

Cost analyses for cold beverage cups prove to be in economic alignment with the mandated banning of polystyrene. Analyses show that Polystyrene cups are more expensive compared to paper cups, so by making the switch to paper products, events would not only be more sustainable, but more cost-effective. Switching to paper cups also reduces the amount of single-use plastics at events.

<b>Product Type</b>	<b>Product Description</b>	<b>Price (per case)</b>	<b>Cost/ Attendee</b>	<b>Cost/ Event</b>
Polystyrene	Dart 16J16 16oz. White Customizable Foam Cup- 1000/Case	\$44.29	\$0.04	<b>\$44.29</b>
Plastic	Choice 16 oz. clear PET Plastic Cold Cup- 1000/Case	\$48.90	\$0.05	<b>\$48.90</b>
Paper	Choice 16 oz. Poly Paper Cold Cup- 1000/Case	\$43.02	\$0.04	<b>\$43.02</b>
Compostable	Fabri-Kal GC16S Greenware 16oz, Customizable	\$85.66	\$0.09	<b>\$85.66</b>
Recycled Material	Dart Solo RW16BB-JD110 Bare Eco-Forward 16oz. Wax treated Printed Paper	\$78.48	\$0.08	<b>\$78.48</b>

### *Hot Cup Cost Analysis*

Cost analyses for hot beverage cups shows positive results similar to the cold beverage cup analysis.

<b>Product Type</b>	<b>Product Description</b>	<b>Price (per case)</b>	<b>Cost/ Attendee</b>	<b>Cost/ Event</b>
Polystyrene	Dart 16X16G Café G Foam Hot/Cold Cups, 16 oz, White w/ Brown & Green (Case of 1000)	\$61.06	\$0.06	<b>\$61.06</b>

<b>Product Type</b>	<b>Product Description</b>	<b>Price (per case)</b>	<b>Cost/ Attendee</b>	<b>Cost/ Event</b>
Paper	Choice 16oz. White Poly Paper Hot Cup-1000/Case	\$41.59	\$0.04	<b>\$41.59</b>
Biodegradable	EcoChoice 16 oz-White Poly Paper Hot Cup- 1000/Case	\$61.94	\$0.06	<b>\$61.94</b>
Recycled Material	Eco Products EP-BRHC16-EW Evolution World PCF 16 oz. Paper Hot Cup- 1000/case	\$99.29	\$0.09	<b>\$99.29</b>

### *Utensil Cost Analysis*

Plastic utensils prove to be the most economical option for events. While the use of plastic products creates an environmental concern, the City can strive to reduce the amount of total utensils used at Good and Green Standard events, which in turn will also be financially beneficial. Advertisements, signage, and directions can encourage event goers to only utilize plastic utensils when absolutely necessary, and to hold on to plastics throughout events to assure they are used more than once in order to reduce waste. The below table demonstrates the cost analysis for forks which are one of the most commonly used utensils. For Good and Green Hero events, the City can select vendors that are willing to utilize eco-alternative products (e.g., paper, bagasse, metal, bamboo). Vendors will be encouraged to tailor their menus to include foods that don't require utensils.

<b>Product Type</b>	<b>Product Description</b>	<b>Price (per case)</b>	<b>Cost/ Attendee</b>	<b>Cost/ Event</b>
Plastic	Choice Medium Weight White Plastic Fork-1000/Case	\$4.97	\$0.005	<b>\$4.97</b>
Cornstarch	6" Medium Weight Cornstarch fork- 1000/Case	\$17.43	\$0.02	<b>\$17.43</b>
Biodegradable	EcoChoice Heavy Weight Compostable 6 ½ " White CPLA Plastic Fork	\$42.80	\$0.04	<b>\$42.80</b>