



Pasco County Food Policy Advisory Council

WORK SHOP MEETING ANNOUNCEMENT

2015 Previous Meetings

- 2nd Quarter Meeting
July 28, 2015
- 3rd Quarter Meeting
September 30, 2015
- Work Shop Meeting
November 04, 2015
- 4th Quarter Meeting
December 30, 2015

Future Schedule 2016 Schedule

- 1st Quarter Meeting
March 09, 2016
- 2nd Quarter Meeting
June 08, 2016
- 3rd Quarter Meeting
September 14, 2016
- 4th Quarter Meeting
December 14, 2016

LOCATION: West Pasco Government Center
3rd Floor Long Rang Planning
8731 Citizen's Drive
New Port Richey, FL 34655

DATE: March 9th, 2016

TIME: 10:00 a.m.—12:00 p.m.

Mission Statement

The mission of the Pasco Food Policy Advisory Council is to facilitate the development of responsible policies improving access to culturally appropriate, nutritionally sound and affordable food produced in Pasco County.

Resolution Adopted

May 19, 2015

Membership Appointed

June 22, 2015

- Chairman:** Travis Moorhead
Vice-Chairman: Lester Cypher
Secretary: Susan Hoeller
Council Members: Dell deChant, Deanna Krautner, Jeff Wright, Dr. Whitney Elmore, Susan M. Zanatta, Fanchone N. Gude

For information about the Pasco FPAC please contact Pasco County Staff Liaison Todd Engala at tengala@pascocountyfl.net.

Pasco County Food Policy Advisory Council

Meeting Minutes

March 09, 2016 @ 10:00am – 12:00am

Type of Meeting: Regular Meeting

Location: 8731 Citizens Dr, New Port Richey, FL 34655 BOCC Board Room

Meeting Facilitator: Travis Morehead

FPAC members: Dell deChant, Travis Morehead, Deanna Krautner, Dr. Whitney Elmore, Susan Hoeller, Susan M. Zanatta, Lester Cypher, Jeff Wright and Fanchone Gude

Guests:

- I. Call to order
- II. Roll call
- III. Approval of minutes from last meeting.
- IV. Mission and Vision Statement
- V. Public Comment
 - a) Open issues
 - 1) Countywide Food Assessment Update from Council
 - (a) Compile map of Local Sales - Farmers Market and Grocery Stores (***Tampa Bay Network to End Hunger***)
 - (b) Compile ~~map~~ list of Local Producers – Farmers, Ranchers, Aquaponics, Hydroponics, Fisheries, and Commercial Fisherman. ***Update from Dr. Elmore***
 - (c) Compile map of Processing Facilities. ***Update from Deanna Krautner***
 - (d) Look into Countywide compost and/or mulching facility. ***Update from Dell deChant and Travis Morehead.***
 - (e) Update - *Deanne Krautner - Reported that the Pasco County Health Department would complete its audit of the products sold at the 203 convenience stores in the county by the end of 2016.*
 - 2) Urban Agriculture Ordinance
 - (a) We need ordinances posted online for review.
 - (b) Review Draft and implement changes to draft.
 - (c) Identify Supplemental Documents (examples: gardener agreement, land use agreement, educational documents, contact sheets, site development process & procedures)
 - b) The next FPAC regular meeting is June 8th, 2016
- VI. New business

a) Schedule workshop for a progress report to the BCC (March or April)

VIII. Adjournment



COMMUNITY GARDEN PERMIT APPLICATION

City of Dade City
38020 Meridian Avenue
P.O. Box 1355
Dade City, Florida 33526
PH: 352.523.5048
FAX: 352.521.1422

APPLICANT INFORMATION

Name: _____
Address: _____
Telephone: _____ Mobile phone: _____
Email: _____

PROPERTY OWNER INFORMATION

Name: _____
Address: _____
Telephone: _____ Mobile Phone: _____
Email: _____

PROPERTY/GARDEN SITE INFORMATION

Property Address: _____
Location Description: _____
Parcel ID #: _____
Parcel Area: _____ Square Feet
Current Use(s): _____
Garden Site Area: _____ Square Feet
Property Owner Authorization Attached: _____ Yes _____ No

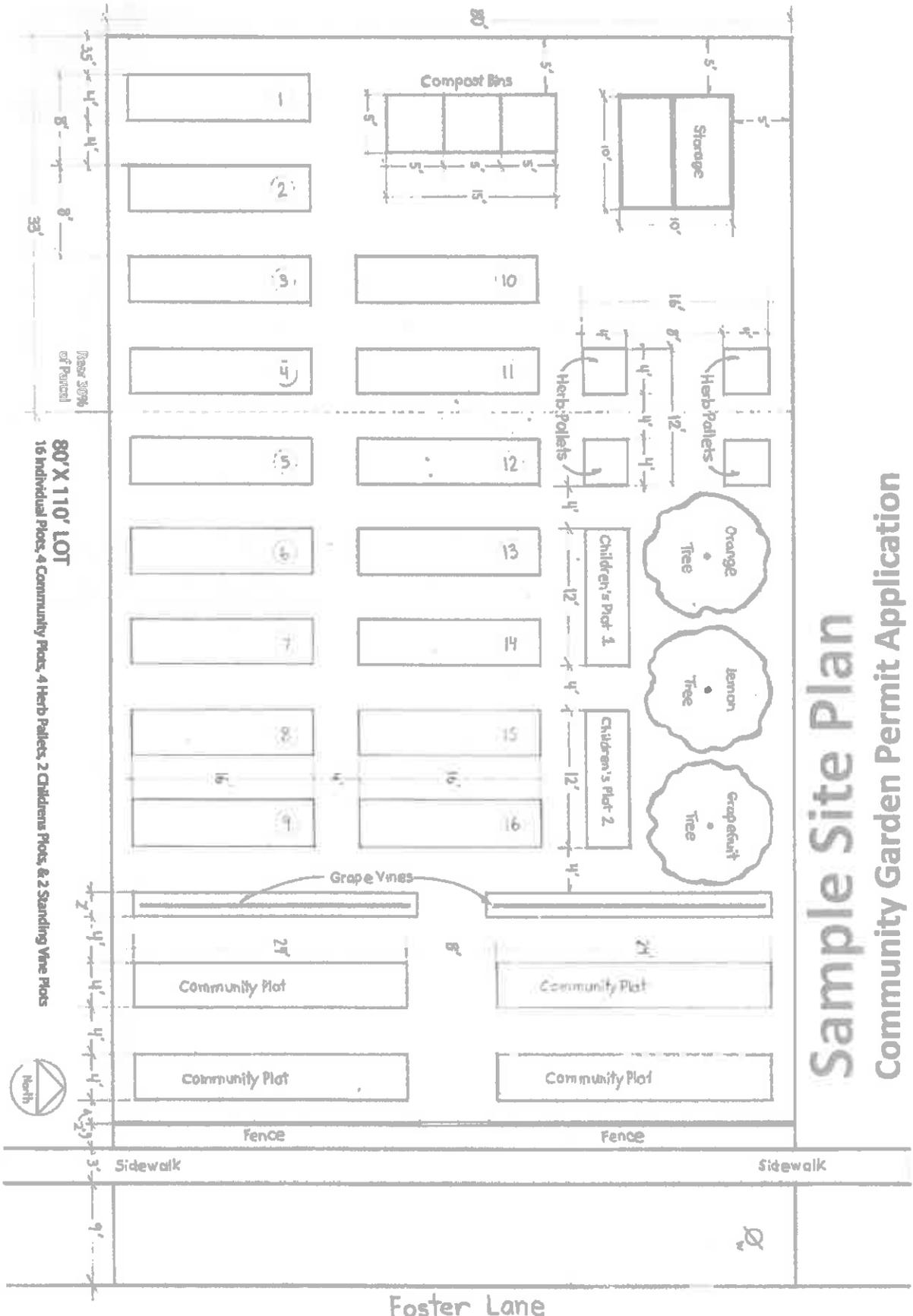
COMMUNITY GARDEN INFORMATION

Garden Name: _____
Garden Contact Information for Website : _____
Proposed Garden Plots: _____ Number _____ Dimensions
Proposed Number of Gardeners: _____
Proposed Structures (include dimensions): _____

Site Plan (sketch)*

*Show parcel boundary (lot lines) and *proposed* garden site, garden plots, access aisles, buildings and other structures, water source, fencing, on-site parking, screening, and other proposed garden features.

Applicant Signature: _____ Date: _____



Sample Site Plan

Community Garden Permit Application

Foster Lane

**USE AGREEMENT BETWEEN CITY OF DADE CITY AND SPONSOR OF
COMMUNITY GARDEN ORGANIZATION**

THIS AGREEMENT is made by and between the City of Dade City, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY", and _____, a Florida corporation, herein functioning as a volunteer Community Garden Organization, hereinafter referred to as "SPONSOR".

W I T N E S S E T H :

WHEREAS, the CITY owns property that SPONSOR desires to use as a community garden; and;

WHEREAS, the CITY will allow SPONSOR and its participant gardeners to use the property for the purpose of constructing, operating, and maintaining a community garden site pursuant to the rules and regulations promulgated by the CITY; and

WHEREAS, SPONSOR and the CITY desire to improve recreational opportunities for the Dade City community; and

NOW, THEREFORE, in consideration of the following terms, covenants, conditions, and agreements, the parties agree as follows:

Section 1. Sponsor. The SPONSOR is an incorporated association or entity consisting of members who may be interested in participating in the CITY'S Community Garden Program.

Section 2. Relationship with CITY. SPONSOR is an independent association; it is not considered to be an agent or employee of the CITY for any purpose, and the employees and members of SPONSOR are not entitled to any benefits that CITY provides for its employees. The CITY has no involvement in the internal affairs of the association or any responsibility to third parties conducting business with the SPONSOR.

Section 3. Purpose. The purpose of this Use Agreement is to provide to members of the public the opportunity to participate in a community garden under the supervision of the SPONSOR according to the adopted Operating Rules, which are attached hereto and incorporated herein as Attachment "A".

Section 4. Term. The effective date of this Agreement is _____, and it shall remain in effect for a term of one (1) year. If SPONSOR fails to actively use, maintain or cultivate its community garden area for a year, however, this Agreement will be automatically terminated by the CITY at the end of the term. This Agreement may be renewed thereafter for additional one (1) year terms upon written request from SPONSOR to CITY and written approval from CITY.

Section 5. Location. The property where the garden is to be located (hereinafter "Site") is owned by the CITY and is located at _____ more specifically described as:

[Legal description, including Parcel Identification Number]

as shown on Attachment "B", attached hereto and incorporated into this Agreement.

Section 6. Operation.

- a. **Site "As-Is"**. SPONSOR acknowledges that the CITY makes no representations, warranties, promises, or guarantees of any kind to SPONSOR, including, without limitation, any representations about the quality, condition, or suitability of the Site for use as a community garden. SPONSOR must make its own independent evaluation of the suitability of the Site for a community garden.
- b. **SPONSOR'S Responsibilities**. SPONSOR hereby assumes sole responsibility for the planning, setup, management, and operations on the Site. The CITY has no obligation to make any alterations, improvements, or repairs of any kind on the Site, or to provide any services or other support.
- c. **Garden Rules**. SPONSOR agrees to operate the garden in accordance with the garden rules set forth in Attachment "B". SPONSOR further agrees to mandate that all persons to whom it allows access to the Site to provide to the CITY a waiver of liability form attached hereto as Attachment "C".
- d. **No Alterations**. SPONSOR shall not make or permit any alterations or improvements to the Site without the CITY's prior written consent.
- e. **No Assignment**. SPONSOR may not assign, mortgage, pledge, encumber, or otherwise transfer this Agreement, or sublet or allow the Site or any part of the Site to be used or occupied by others except by those persons under their control who have executed a written waiver of liability.
- f. **Liens**. SPONSOR shall not incur, create, assume, or permit the creation of any lien on any portion of the Site (including any mechanics' and materialmen's liens).
- g. **Commercial Activity**. SPONSOR shall not undertake or allow the undertaking of any commercial enterprise including but not limited to the sale of produce, on the Site.
- h. **On-Site Equipment**. If SPONSOR keeps equipment or tools on the Site, SPONSOR must secure equipment in secured toolbox or shed. SPONSOR shall assume sole responsibility for all equipment kept at the Site and must first receive approval from the City's Development Review Committee prior to construction of any shed or fencing. SPONSOR shall ensure that all tools are stored away when not in use for gardening.

Section 7. Insurance. SPONSOR will, at its own cost, secure and maintain without interruption during the term of this Agreement comprehensive general liability insurance naming the CITY as an additional insured, and affording coverage for bodily and personal injury liability, including liability for death, property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000). Coverage shall be made on an "occurrence" basis and not a "claims made" basis.

SPONSOR must provide the CITY with evidence of the required policy (including each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy) prior to occupancy of the Site. In lieu of the actual policies, SPONSOR may deliver to the CITY a certificate of insurance evidencing SPONSOR's insurance policies including a copy of the endorsement naming the CITY as an additional insured.

Section 8. Hold Harmless and Indemnification. The CITY, its officers, employees, and agents shall not be held liable for any claims, liabilities, penalties, and/or fines or for damages to any goods, property, or effects of any persons whatsoever, or for any personal injury or death caused by or resulting from any act of negligence, intentional act or omission of SPONSOR, or by SPONSOR's performance or nonperformance of this Agreement.

SPONSOR agrees to appear and defend, and to indemnify and save hold the CITY harmless from any of the foregoing claims by itself, its participant gardeners, agents, representatives, or employees, whether or not valid, and to indemnify CITY for any cost and expense, including reasonable attorney fees incurred by CITY, its officers, employees, and agents on any claim therefore. Venue for any litigation pertaining to this Agreement shall be in Pasco County.

Section 9. Termination of Agreement. Either party may terminate this agreement at any time upon the giving of sixty (60) days written notice to the other party. Upon the termination or conclusion of this Agreement, SPONSOR shall peacefully surrender the premises and leave the Site in at least as good order and condition as on the date that this Agreement is signed. All structures, planting beds, and equipment on the Site shall be removed from property at SPONSOR'S sole expense unless otherwise authorized in writing by the CITY. Any structures, beds and/or equipment left on site at the conclusion/termination of this Agreement shall become the property of the CITY. In addition, if SPONSOR breaches any duties or obligations set forth herein, the CITY shall provide SPONSOR with a written notice of the breach. SPONSOR shall have thirty (30) days from the date of the notice to cure the breach. Failure to do so shall result in the CITY'S immediate termination of the Agreement.

Section 10. Notice. The CITY's representative for this Agreement shall be the ~~Director of the~~ Community Development Director, or his designee, 14206 U.S. 98 Bypass ~~38020 Meridian~~ Avenue, Dade City, Florida 33525. The SPONSOR's representative shall be

Any notice required to be given under this Agreement shall be given in writing to the person and at the address state above. Any change in the designation of representative or address shall be made to the other party in writing.

Section 11. Inspection. The CITY may enter the Site at all reasonable times to inspect the Site and evaluate whether SPONSOR is in compliance with the terms of this Agreement, and for the purposes of taking any other actions the CITY believes are appropriate to protect the CITY's interest in the Site. This section does not impose any duty on the CITY to inspect the Site, report to SPONSOR the results of any inspection, or assume any liability of any kind arising from inspecting or not inspecting the Site.

Section 12. Compliance with Laws and Regulations. SPONSOR shall conduct all activities in compliance with all federal, state, and local laws, ordinances, rules, and regulations now or hereafter in force, which may be applicable to such activities.

Section 13. Severability. If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

Section 14. Entire Agreement. This Agreement is the entire agreement between the parties and supersedes any prior or contemporaneous agreements, negotiations, or conversations whether oral or written.

IN WITNESS WHEREOF, the parties have duly affixed their signatures this ____ day of _____, 20__:

ATTEST:

CITY OF DADE CITY, FLORIDA

James D. Class, City Clerk

Camille S. Hernandez, Mayor

Approved as to Legal Form and Sufficiency

Karla S. Owens, City Attorney

CORPORATE SPONSOR NAME:

Sponsor

Printed Name:

STATE OF FLORIDA
COUNTY OF PASCO

On this ___ day of _____, 20___, before me personally appeared _____
_____ the _____ of
_____, who [is/are] ___ personally known to me,
or ___ who provided the following identification: _____, and
who acknowledged to me that he/she voluntarily executed this Agreement.

Notary Public

Printed Name:

My Commission Expires:

ATTACHMENTS

Attachment A: Community Garden Operating Rules

Attachment B: Site Map

Attachment C: Waiver of Liability and Hold Harmless Agreement

COMMUNITY GARDEN WAIVER OF LIABILITY, HOLD HARMLESS AND ASSUMPTION OF RISK

In consideration for receiving permission for myself or my minor child to participate in the City of Dade City Community Gardens Program, I, _____ (Participant or Parent) hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, the City of Dade City (hereinafter "CITY") or its officers, agents, or employees from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my minor child, or to any property belonging to me or my minor child, while participating in such activity, while in, on or upon the premises where the activities are being conducted, or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I am fully aware of the physical risks and hazards connected with the activities of participating in community garden activities and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities or to allow my minor child to participate in said activities, knowing that the activities may be hazardous to my or my minor's property and me or my minor child.

I understand further that I am voluntarily requesting to participate in this program or to have my minor child participate in the program with me, and hereby assume full responsibility and risk for any risks of loss, property damage, disability, or personal injury, including death, that may be sustained by me or my minor child, or any loss or damage to property owned by me or my minor child, as a result of being engaged in such activities to the fullest extent allowed by law.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the CITY from any loss, liability, damage, or costs, including court costs and attorneys' fees that the CITY may incur due to my or my minor child's participation in said activities to the fullest extent allowed by law even if the liability asserted against any of the indemnified parties arises wholly or partially from their own negligence within the scope of their official duties.

I understand that participation in this program may include vigorous physical activity and that a physician's approval is recommended for all participants with any physical restrictions, including but not limited to any heart problems, high blood pressure, chest pain, dizziness, relevant surgeries, diabetes, asthma, epilepsy, arthritis or any other conditions or significant injury to any part of the body. By signing below, I accept full responsibility for the health and well-being of myself and/or my minor child(ren) through their participation in this program.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the CITY. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida and that any mediation, suit, or other proceeding must be filed or entered into only in Pasco County. Any portion of this document deemed

unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.

Participant's/Parent's Signature: _____ Date: _____

Printed Name: _____

Minor's Printed Name: _____