

**PASCO COUNTY
FACILITIES MANAGEMENT DEPARTMENT**

MOBILE FOOD OPERATIONS POLICY

EFFECTIVE DATE: February 1, 2022

Mobile Food Operations: Means Mobile Food Service Operations and Mobile Food Sales Operations.

Mobile Food Sales Operations: The sale of products limited to live plants and produce that are conducted from a portable stand, vehicle, or trailer. Each such stand, vehicle or trailer shall be considered a mobile food sales operation. Mobile food sales operations are often referred to as “veggie vans” or “produce trucks.”

Mobile Food Service Operations: The preparation/cooking, serving and/or sale of food from a portable stand, vehicle, or trailer. Each such stand, vehicle or trailer shall be considered a mobile food service operation. Some forms of Mobile Food Service Operations are commonly referred to as “food trucks.” For the purposes of consistency with the Florida State Regulations, the term Mobile Food Service Operations shall encompass both mobile food establishments (MFEs) regulated by the Department of Agriculture and Consumer Services, Division of Food Safety and mobile food dispensing vehicles (MFDVs) regulated by the Department of Business and Professional Regulation, Division of Hotels and Restaurants.

Coordination: Mobile Food Service Operators (Operators) shall coordinate site requirements with a site-specific Pasco County Department Coordinator (Department Coordinator) that may vary by site. Department Coordinators shall coordinate with the Operator regarding dates, times, places, and other aspects of the mobile food service operations to support their specific departmental needs. Department Coordinators will meet with the mobile food Operator to ensure Attachment A is signed and Attachment B is completed prior to any food service operations. For questions or concerns related to coordination, Operators and Department Coordinators should contact the Facilities Management Department at 727-834-3292.

Insurance: Operators shall hold all required licenses and be insured. Proof of licensure and insurance shall be presented to Department Coordinators prior to any food services commencing on County property. See Attachment B, incorporated herein and made a part hereof, Insurance Requirements.

Alcohol: Mobile food operations shall not sell alcohol unless during a permitted temporary event and in accordance with all other State and local requirements, including, but not limited to, Sec. 70-23 Code of Ordinances.

Seating Areas: Seating areas, if approved by the Department Coordinator, shall be provided by the Operator and shall be a minimum of 20 feet from the mobile food operation and a safe distance from any customer parking and ingress/egress points and must be removed each day.

The movement of County property including picnic tables, chairs, signs, trash cans, etc. is prohibited.

Signage: In addition to any advertising/signage adhered to the mobile food operation itself, one sandwich sign not to exceed a maximum height of 3 & 1/2 feet and a sign structure width of 2 feet shall be allowed within five feet of the operation and must be removed each day All other signage, such as snipe signs and directional signs, are prohibited. No signage may be affixed to any existing structures, poles, and/or other equipment.

Music: Mobile food operations shall not provide amplified music, announcements, or other forms of disruptive sound.

Trash & Recyclables: Trash receptacles shall be provided and emptied daily by the Operator of the Mobile Food Establishment. Trash receptacles shall be removed from site daily. Dumpsters existing on location shall not be used without permission of the Department Coordinator.

Prohibitions

- a. **Sublease:** The Operator cannot sublease portions of designated food service areas for regular or special events.
- b. No glass or straws may be used.
- c. No loudspeakers, bull horns, or shouting. The Operator shall ensure that sound levels emitted from the operation shall not exceed those levels which in the opinion of Department Coordinator would cause disturbance.
- d. No soliciting or harassment of staff or visitors. No posting of handbills and/or menus on parked vehicles.
- e. No wait staff and/or deliveries to locations inside or outside of the mobile vending site.
- f. The Operator shall ensure that all individuals under its control do not engage in disruptive behavior as determined by Department Coordinator.

Failure to adhere to the Pasco County Mobile Food Operations Agreement, Pasco County Facilities Management Department policies, Pasco County staff direction, Pasco County Land Development Code Section 402 Section 402.5.A., Chapter 70 of the Pasco County Code of Ordinances, and/or local, State or federal law will result in a revocation of vending privileges and may result in the issuance of citations and/or trespass.



ATTACHMENT A

Pasco County Mobile Food Operations Agreement

I have read and understand Sec. 402.5.A. of the Pasco County Land Development Code and understand that I must adhere to Sec.402.5.A. of the Pasco County Land Development Code and related Facilities Management policies to vend on Pasco County properties. I have read and understand Pasco County’s Mobile Food Operations Policy and agree to adhere to same.

In addition, I agree to indemnify and hold harmless Pasco County, its respective commissioners, directors, officers, employees and agents from any and all liability, claims, and/or lawsuits, arising out of the operation of my mobile food operation in connection with this Agreement.

I have provided proof of insurance as required by the County’s Mobile Food Operations Policy Attachment B- Insurance Requirements.

Operator Printed Name

Operator Signature

Date

Operator Phone #

Operator Email Address

Witness Printed Name

Witness Signature

Date

ATTACHMENT B

Mobile Food Operator shall obtain and maintain occurrence-type general liability insurance coverage in amounts not less than two hundred and fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) annual aggregate, with insurance carriers approved by the County. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term and upon the termination or expiration of the Pasco County Mobile Food Operations Agreement, the Mobile Food Operator shall purchase tail coverage for a period of three years after the termination or expiration of the Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage).

Mobile Food Operator shall furnish to the County certificate(s) of insurance in the form required by the County and, if requested by the County, Mobile Food Operator shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the Mobile Food Operator has obtained insurance of the type, amount, and classification required for strict compliance with this Policy and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by the Pasco County Mobile Food Operations Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to County to the attention of the Pasco County Risk Manager, Pasco County BOCC, 7536 State Street New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of the Pasco County Mobile Food Operations Agreement, a renewal certificate shall be issued thirty (30) days prior to said expiration. Compliance with the foregoing requirements shall not relieve the Mobile Food Operator of any liability and/or other obligations pursuant to the Pasco County Mobile Food Operations Agreement. Neither approval by the County, nor a failure to disapprove insurance certificates or policies furnished by the Mobile Food Operator, shall release the Mobile Food Operator from full responsibility of all liability or its obligations under the Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to County. Policies of insurance required by the Pasco County Mobile Food Operations Agreement shall be primary insurance with respect to County, its officials, agents, or employees. Any insurance or self-insurance maintained by the County or its officials, agents, or employees, shall be in excess of the Mobile Food Operator's insurance and shall not contribute with it. All policies of insurance required by this Policy shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the County.