

**PASCO COUNTY
PARKS RECREATION AND NATURAL RESOURCES
DEPARTMENT**

MOBILE FOOD OPERATIONS POLICY

EFFECTIVE DATE: July 21, 2021

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.

Reservations: Reservations may be issued to Florida DBPR registered Mobile Food Operations on a first-come, first-served basis determined by Parks, Recreation, and Natural Resources (PRNR) staff based on space availability and compliance with all requirements and execution of Pasco County Mobile Food Operations Agreement. See Exhibit A, attached hereto and incorporated herein. PRNR reserves the right to consider competition among similar/competing vendors at one location and may not allow two similar vendors at the same time and location. Reservations and payment must be made at one of the four locations listed below:

J. Ben Harrill Recreation Complex
2830 Gulf Trace Boulevard
Holiday, FL 34691
(727) 942-7439

Land O’ Lakes Recreation Complex
3032 Collier Parkway
Land O’ Lakes, FL 34639
(813) 929-1220

Veterans Memorial Park
14333 Hicks Road
Hudson, FL 34669
(727) 861-3033

Wesley Chapel District Park
7727 Boyette Road
Wesley Chapel, FL 33545
(813) 345-3145

Prior to the initial Reservation(s) the Operator shall execute the Pasco County Mobile Food Operations Agreement and submit to the County's Risk Manager proof of insurance. Upon acceptance of the Certificate of Insurance by the Risk Manager, the Operator may request Reservations(s) a minimum of 24 hours prior to desired vending date(s) to allow appropriate time for processing. More than one location may be reserved per day. More than one reservation may be made at a time. Reservations for the calendar year can be made any time after January 1st of that year.

Hours of operation: Mobile food operations, including any setup and closing operations, shall not occur outside the posted operating hours of the park. When abutting a residential use/district the operations may not begin prior to 8:00 am nor extend beyond 8:00 pm unless there is a substantial sound and light barrier between the mobile food operation and the abutting residential use.

Locations: Parks appropriate for mobile food operations and the number of pre-determined locations within those parks are identified below:

Anclote Gulf Park (1)
Anclote River Park (2)
Arthur F. Engle Memorial Park (5)
Crews Lake Wilderness Park (4)
Elsie Logan Memorial Park (5)
J. Ben Harrill Recreation Complex (5)
Jay B. Starkey Wilderness Park (4)
John S. Burks Memorial Park (3)
Land O' Lakes Heritage Park (5)
Land O' Lakes Recreation Complex (5)
Oakridge Park (5)
Odessa Community Center (5)

Sam W. Pasco Recreational Complex (2)
San Antonio Athletic Complex (2)
Stanley Park (2)
Sunwest Park (4)
Trilby Park (1)
Robert K. Rees Memorial Park (1)

Veterans Memorial Park (5)
W. H. Jack Mitchell, Jr. Park (5)
Wesley Chapel District Park (4)

Operations per Site: Maximum number of mobile food operations simultaneously allowed on site shall not exceed the available number listed above unless associated with a permitted special or temporary event.

If a Mobile Food Operator has partnered with a County Cosponsored Youth Sport Team, alternative locations may be available with prior approval from a Parks Superintendent.

Insurance: Operators shall hold all required licenses and be insured. Proof of licensure and insurance shall be presented to County staff at the time of Reservation. 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, provided by the Operator, 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 from the park each day. Seating areas shall be a maximum of 50 feet from the mobile food operation unless otherwise approved by PRNR staff. 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.

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

Lighting: For operations conducted when lighting may be needed, all lighting must be reasonably contained on site without disruption to residential areas or traffic flow.

Trash & Recyclables: receptacles shall be provided and emptied daily by the Mobile Food Vendor. Dumpsters existing on location shall not be used without permission of that location's Supervisor.

Maximum Days per Park: Mobile food operations may not be located at one park more than 104 days per calendar year. Mobile food vendors may locate at different parks throughout the year provided they are not located at any one park more than 104 days per year.

Fees: Refunds are not available due to weather conditions, low foot traffic, failure to appear, or any other situation not caused by the County. Situations causing park closure will result in a refund for the day(s) of the closure.

- a. One-Day Reservation: \$20.00 per designated location.
- b. Special Event: \$50.00 per day. Dates for special event vending become available as special events are scheduled by an Event Organizer sponsoring an event at a Pasco County park. Periodically, the Reservation calendar will reflect upcoming events as they are requested. Special events are activities or programs that bring in an expected crowd of 500 visitors or more and it is not part of the day to day operation of the facility. In addition, any activity or program requesting five or more Mobile Food Operations will be required to pay the special event reservation fee. These events must be approved and determined by the Parks Superintendent or above. When and where it is determined that the vendor will handle Mobile Food Sales at a special event, the vendor must meet with the designated Department staff to establish the exact needs of such function and shall engage appropriate equipment and personnel to properly handle the required catering. If an Operator is already at a location and a special event later scheduled, the Operator shall be required to pay another \$50.00 fee if they would like to stay for the Event. Payment is made to the Parks Superintendent on site. If a special event is cancelled, vendor will be refunded, or the reservation will be transferred to the next special event.
- c. Annual Reservation (104 Days): \$1,000 for designated park and location. Transfers to other park sites will not be permitted. Refunds and/or date adjustments are not permitted for any reason with this payment option.

Payment of Reservation Fees: Reservation fees shall be in the form of cash, credit, a check, cashier's check, or money order made payable to the Pasco County Board of County Commissioners. Proof of registration as a Mobile Food Operator shall be submitted at the time reservation and payment is made.

Cancellations: Reservation cancellations are only available for One-Day Reservations or Special Event Reservations. If a vendor must cancel a reservation, a 7-day notice must be requested in order for a rescheduled date to be considered.

Prohibitions

- a. Sublease: The vendor cannot sublease portions of concessions or park areas for regular or special events.
- b. No glass or straws may be used.
- c. No loudspeakers, bull horns, or shouting. Vendor shall ensure that sound levels emitted from the operation shall not exceed those levels which in the opinion of PRNR staff would cause disturbance.

- d. No soliciting or approaching people in the park. No posting of handbills and/or menus on parked vehicles.
- e. No wait staff within the park and/or deliveries to locations inside or outside of the park.
- f. No harassment of staff or visitors. Vendor shall ensure that all individuals under its control do not engage in disruptive behavior as determined by PRNR staff.

Failure to adhere to the Pasco County Mobile Food Operations Agreement, Pasco County Parks, Recreation, and Natural Resources Department policies, Pasco County Parks, Recreation, and Natural Resources Department 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 without refund and may result in the issuance of citations and/or trespass from the park.



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 Parks, Recreation, and Natural Resources policies to vend on Parks, Recreation, and Natural Resources 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.

Please Print

Please Sign

Date _____

Witness Name Printed

Witness Name Signed

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.