

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

3

Meeting Date: July 18, 2017

Agenda Item _____

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE A resolution of the Pompano Beach Community Redevelopment Agency, approving
 OR MOTION: and authorizing the proper officials to execute a service contract between the CRA
 and The Fruitful Field, Inc. to establish and serve as the operator of a community
 garden in the Northwest Community Redevelopment Area; providing an effective date.

Summary of Purpose and Why:

A qualified and experienced operator has been needed to establish, manage, and oversee a community garden located at 1099 NW 6th Ave. Professional management ensures the sustainability and success of a community garden, and gives community members access to hands-on assistance and training. The CRA has previously issued Request for Qualifications, placed advertisements in local newspapers, posted positions on the CRA website and reached out through the advisory committees and other venues to find a person or firm to operate the garden, with no success. The Fruitful Field, Inc., a local 501(c)3 non-profit organization, currently operates a successful community-oriented production garden in nearby Deerfield Beach. An unsolicited proposal was submitted by The Fruitful Field to the CRA to manage the Pompano Beach community garden. The unsolicited proposal outlines six major operational components: 1) community plots for individuals and families in the neighborhood, 2) shared herb & flower plots and fruit trees, 3) urban farm rows focused on producing season vegetables, 4) social community events focused on education, gardening and healthy eating/cooking, 5) community participation and involvement through the formation of a Community Garden Guidance Group, and 6) youth training and employment opportunities. The NW CRA Advisory Committee voted to approve the proposal at the July 10th meeting. Staff recommends approval of the contract with The Fruitful Fields.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: NW CRA Advisory Committee and CRA Board
- (2) Primary staff contact: Emily Marcus Ext. 7835
- (3) Expiration of contract, if applicable: July 17, 2018
- (4) Fiscal impact and source of funding: \$48,288 NW CRA Operating Budget 150-1910-539.46-90

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
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- CRA Executive Director
- CRA Attorney
- Finance Director



 Claudia M. McKenna

 A. Senger

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u>	<u>Results:</u>	<u>Results:</u>



MEMORANDUM

DATE: July 18th, 2017

TO: Pompano Beach CRA Board

FROM: Emily Marcus, Project Manager

THRU: Kim Briesemeister, Chris Brown, Co-Executive Directors

RE: Community Garden Operator Service Contract

A qualified and experienced operator is needed to establish, manage, and oversee the CRA community garden located at 1099 NW 6th Ave. The CRA has issued Request for Qualifications, placed advertisements in local newspapers, posted positions on the CRA website and reached out through the advisory committees and other venues to find a person or firm to operate the garden, with no success. Similar garden concepts in nearby cities also struggle to find management for various reasons. That said, professional management ensures the sustainability and success of a community garden, and gives community members access to hands-on assistance and training. The CRA recently received a proposal from The Fruitful Field, Inc., a local 501(c)3 non-profit organization, that currently operates a successful community-oriented production garden in nearby Deerfield Beach. The Fruitful Field has been successful in running the following programs: Community Garden plots; a 'Buy Give' CSA Share system supported by local patrons who receive vegetables and whose financial support in return provides vegetables to food pantries and soup kitchens; and the GrowCity youth program which teaches job skills, organic agriculture skills, and healthy cooking/eating. What was once an infertile, bare landscape is now green with vegetation and fruit trees and yields approximately 8,000 pounds of produce per year.

The Fruitful Field's proposal outlines six major operational components: 1) Community plots for individuals and families in the neighborhood, 2) Shared herb & flower plots and fruit trees, 3) Urban farm rows focused on producing season vegetables, 4) Social community events focused on education, gardening and healthy eating/cooking, 5) Community participation and involvement through the formation of a Community Garden Guidance Group, and 6) Youth training, volunteer, and employment opportunities. A paid apprenticeship for a local young adult will also be offered to learn the basics of urban farming and helping community members maximize their own garden. Upon successful completion of the two-year apprenticeship, the intent is for the Apprentice to take over operations and management of the community garden and for The Fruitful Field to withdraw.

The Garden is fully funded since CRA budgeted approximately \$50,000 for this fiscal year and additional funds for next fiscal year.



Upon approval of the contract, a Community Garden Day will be scheduled for early September, giving community members the opportunity to meet The Fruitful Field staff, submit interest in renting a community plot, become a member of the Community Garden Guidance Group, or submit interest in being selected as a youth worker or apprentice. Healthy cooking demonstrations and other celebratory activities will be part of this day as well.

CRA staff is also working together to create synergy between the Garden and the new Culinary Incubator program in the E. Pat Larkins Center which provides targeted programs that will grow the culinary industry in the City of Pompano Beach.

The Advisory committee delayed the review of this proposal at their June meeting, however they voted to approve it at the July 10th advisory meeting.

Staff recommends approval of the contract with The Fruitful Field.

RESOLUTION NO. 2017-_____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CRA AND THE FRUITFUL FIELD, INC. TO ESTABLISH AND SERVE AS THE OPERATOR OF A COMMUNITY GARDEN IN THE NORTHWEST COMMUNITY REDEVELOPMENT AREA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 2.7 (Workforce Housing and Market Rate Housing), 2.10 (Cultural and Educational District) and 3.7 (Public Space and Public Property Improvement Program) of the Northwest Community Redevelopment Area (NWCRA) Community Redevelopment Plan provide for the establishment of a community garden; and

WHEREAS, the CRA owns property in the NWCRA that is suitable for a community garden; and

WHEREAS, the CRA has attempted to procure an operator for a community garden in the past and did not find a suitable operator with those efforts; and

WHEREAS, the CRA received an unsolicited proposal from The Fruitful Field, Inc., a 501 (c)(3) not-for-profit corporation; and

WHEREAS, The Fruitful Field established and operates a successful community garden in the City of Deerfield Beach.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Service Contract between the Pompano Beach Community Redevelopment Agency and The Fruitful Field, Inc. to establish and operate a community garden

within the Northwest Community Redevelopment Area, a copy of which is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute said Contract between the CRA and The Fruitful Field, Inc..

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 18th day of July, 2017

LAMAR FISHER, CHAIRPERSON

ATTEST:

CATHY TRENKLE, SECRETARY

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 18th day of July, 2017, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "CRA" and The Fruitful Field, a Florida corporation, hereinafter referred to as "Contractor."

WHEREAS, CRA requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as CRA does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B"- Unsolicited Proposal, and Exhibit "C" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. CRA hereby contracts with Contractor to provide Community Garden operation and management services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event CRA determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then CRA, with CRA Board approval, shall have the option to renew this contract for an additional period of one (1) year upon the written consent of both the CRA and the Contractor, and provided that CRA will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. CRA agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the CRA in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. CRA agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a not to exceed Fixed Fee of \$4,024 per month.

8. Invoices. Contractor shall submit the invoices to CRA, if requested by CRA, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the CRA shall be made after the service has been provided. All invoices shall be submitted to the CRA for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between CRA and the Contractor in regard to this Agreement shall be directed to the CRA Executive Director for the CRA, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: The Fruitful Field, Inc.
100 NE 44th St
Pompano Beach, FL 33064

If to CRA: POMPANO BEACH COMMUNITY REDEVELOPMENT
AGENCY
CRA Executive Director
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by CRA, and CRA shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "C" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name CRA as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to CRA.

16. Indemnity. The Contractor shall defend, indemnify and hold the CRA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CRA. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the CRA, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the CRA to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that CRA or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of CRA. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by CRA, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CRA.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of CRA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with CRA and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the CRA in order to perform the service.

2. Upon request from the CRA's custodian of public records, provide the CRA with a copy of requested records or allow the 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.

3. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the CRA.

4. Upon completion of the contract, transfer, at no cost to the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA 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 CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA.

B. Failure of the Contractor to provide the above described public records to the CRA within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CRA CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-5535

marsha.carmichael@copbfl.com

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CRA from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The CRA hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the CRA by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

By: _____
_____(Print Name), a
managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of July, 2017 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of July, 2017 by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of July, 2017, by _____, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He/She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

The Fruitful Field Inc.
(Print or type name of company here)

Witnesses:

Emily Marcus
Emily Marcus
(Print or Type Name)

Marsha Carmichael
Marsha Carmichael
(Print or Type Name)

By: [Signature]

Print Name: Kevin Sloat

Title: Executive Director

Business License No. N100000006248

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18th day of July, 2017, by Kevin Sloat as Executive Director of The Fruitful Field, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced FL DL S430-504-69-064-0 (type of identification) as identification.

NOTARY'S SEAL:



Marsha Carmichael
NOTARY PUBLIC, STATE OF FLORIDA

Marsha Carmichael
(Name of Acknowledger Typed, Printed or Stamped)

FF 98867
Commission Number

l:agr/genl srvs/service contract

Exhibit A- Scope of Work

The Community Redevelopment Agency (CRA) is establishing a community garden within the Northwest CRA area, where the community can gather to learn and grow their own food. The CRA is entering into a service contract with The Fruitful Field, Inc., who will be charged with establishing, maintaining and managing all aspects of the community garden.

Part 1: Establish a Fully Functioning Community Garden, which includes:

- The Manager/Operator will be required to provide assistance and offer his/her expertise regarding the selection of fruit trees, plants, shrubs, hedges, irrigation and also regarding the layout of the garden including location of all beds, produce, walking paths, accessory structures, social gathering spaces, etc.
- The Manager/Operator will be required to oversee construction of the community garden and will coordinate with volunteers to minimize initial construction costs.
- The Manager/Operator will be required to establish and oversee 18-20 community plots, shared herb and flower pots, fruit trees and social gathering spaces, and urban farm rows focused on producing seasonal vegetables, and shall recruit and create a volunteer force that will assist in the building of the beds and stack building.
- The Manager/Operator shall be required to provide a comprehensive list of gardening supplies necessary to build the community garden; stack towers, wood to build beds, trees, plants, hedges, bag garden beds and any other materials deemed necessary for the successful completion and operation of the project.
- The Manager/Operator shall maintain and coordinate rental activity related to the 18 community garden beds.
- The Manager/Operator is expected to begin transition of management and operation within two-three (2-3) years. The Manager/Operator will create a Garden Apprenticeship position with community leaders such that they will take over and will be prepared to recruit and train other community leaders/volunteers that will continue the garden program. The Manager/Operator is expected to stay in touch with the trainers and program in a consulting basis as deemed necessary for the overall success of the community garden.
- The Manager/Operator will develop a long-term plan for community garden sustainability and growth and will develop a timeline of expected quarterly milestones to be attained regarding quantity of produce grown, number of engaged volunteers, and number of programming events planned and executed.
- The Manager/Operator will develop a Community Garden Guidance Group with community volunteer leaders that will assist with management and operation of the facility, and assist with community engagement.
- The Manager/Operator will develop a local youth worker program with students from the neighboring Blanche Ely High School to ensure community participation and garden sustainability.
- The Manager/Operator shall develop and execute a subscription service within the neighborhoods surrounding the garden for purchase and delivery of grown produce once

vegetable production is steady and dependable in the urban farm area (approximately year 2-3 of garden operation). The Manager/Operator shall also work with the CRA to have produce sold at the CRA Green Market when applicable.

Part 2: On a Monthly Basis, the Following Will Occur:

- The Manager/Operator shall assist the CRA/City with co-marketing efforts to lease the community garden beds and shall be the primary contact person for all lease agreements.
- Once the community garden is erected and planting has been established, the manager/operator will continue to care for and maintain the community garden on a daily or weekly basis to ensure its overall health. The Manager/Operator shall continue efforts to keep costs down and shall engage local residents and volunteers to keep the garden viable for the long haul, and will alert the CRA of any issues in a timely fashion.
- The Manager/Operator will put in at least 20 hours per week at the garden. In addition, the Farm Manager and Executive Director of The Fruitful Field will each contribute 5-10 hours per week depending on the planting and implementation needs. Garden staff will record their hours each week and submit a monthly invoice.
- The Manager/Operator will select a Garden Apprentice and two (2) Youth Workers and will provide training to them- up to six (6) hours per week of training for the Garden Apprentice and up to four (4) hours per week of training for each Youth Worker. Garden staff will record the hours each week for the Garden Apprentice and the two (youth) Youth Workers and include this information on the monthly invoice.
- The Manager/Operator will host monthly meetings with the Community Garden Guidance Group to foster community participation and excitement about the garden.
- The Manager/Operator will oversee the produce subscription service and related responsibilities will include packing boxes, enrolling consumers and receiving subscription payments, and coordinating delivery of boxes.
- The Manager/Operator will schedule and program at least two (2) social/community events at the garden or focused on the garden each month. The Manager/Operator will be responsible for planning and coordinating such events and the CRA can provide help as needed.
- The Manager/Operator will provide a report every other month to the CRA detailing the previous two month's events, which will describe social programming that occurred, estimated produce that was planted and/or harvested, estimated produce that was sold through the subscription service or at the Green Market, the number of leased community plots, and a status update regarding the garden apprentice, the garden interns, and the garden community guidance group.



Unsolicited Proposal to the Pompano CRA

Community Garden Startup Service Provision by The Fruitful Field Inc

The Fruitful Field Inc draft proposal to serve as Service Provider to the Pompano CRA for setup and startup of a Community Garden/Micro Farm at 1099 NW 6th Ave, Pompano Beach FL 33060

Background:

The Fruitful Field (TFF or “the garden”) opened its gates to community gardeners in 2008 beginning with bare, infertile soil and a poor neighborhood considered a “food desert” with few opportunities for local youth to be gainfully engaged in productive volunteer or work activities. Starting with community garden plots, the garden quickly added fruit trees and educational opportunities for school field trips. In 2011, the garden incorporated as a 501(c)3 non-profit organization with an Executive Director. Later, in response to the expressed needs of food pantries and soup kitchens for fresh produce to enhance their dried and canned goods, the garden then added raised-bed micro farm plots managed by a full-time farm intern. Volunteers helped the intern produce significant quantities of fresh organic vegetables for the South Florida growing season--October to April.

From an initial farm yield of 500 pounds TFF now routinely harvests almost 8,000 pounds per year through raised-bed plots and a small aquaponic system. To add sustainability and encourage wider community participation, TFF offers produce both by donation and for sale by donation through a “Community Supported Agriculture” or CSA model; a weekly ‘farm stand’ table with vegetables for sale by donation completes the produce available to the community. Funds raised in this manner allow costs of materials and supplies to be covered and provide support for wages of the Garden Manager/Farmer. In an effort to promote community education and bolster production simultaneously, starting in 2013 youth became regular volunteers with our program, first through a local Lutheran Middle School, and then later through a TFF-run

program called 'GrowCity'. The GrowCity youth-work program fosters hands-on organic gardening work, healthy cooking--and by extension, healthy eating--among its many objectives. GrowCity is funded for it's second year (17-18 school year) by the Community Foundation of Broward.

As of this writing in May of 2017, the TFF-Deerfield Beach location runs the following programs: Community Garden plots; a 'Buy Give' CSA Share system supported by local patrons who receive vegetables and whose financial support in return provides vegetables to food pantries and soup kitchens; and the GrowCity youth program which teaches job skills, organic agriculture skills, and healthy cooking/eating. What was once an infertile, bare landscape is now green with vegetation and fruit trees. Each step of program expansion was taken carefully to ensure sustainability and and funding. In the same manner, The Fruitful Field is interested in assisting the Pompano Beach CRA Community Garden (PBCCG) in establishing itself as a sustainable neighborhood garden providing education, food, beautification, and community interaction.

Objectives as a Service Provider:

The Fruitful Field mission statement includes three areas of focus: "We model creative and sustainable use of land, provide dynamic hands-on learning opportunities for all ages, and build healthy relationships with the local community and beyond." Sustainably develop Education, Food and Community. These three principles have grounded our efforts and helped us achieve success in our nearly ten years of existence. To foster these principles at the PBCCG we are proposing the following components for the first two years of garden operation:

- 1) Community Plots for Individuals/families in the neighborhood
- 2) Shared Herb & Flower Plots, fruit trees and social gathering space
- 3) Urban farm rows focused on producing seasonal vegetables

Community Plots:

Eighteen rectangular raised beds measuring 8' long by 4' wide by 24" tall will make up the plots area. Throughout the beds 6 hose bibs will be evenly spaced to make sure all garden plot holders are able to keep their plots well-watered without causing damage to other plots. Paths between community plots will be covered in a weed blocking fabric to help keep a tidy aspect to the area. Twenty total plots will be constructed with two plots initially serving as demonstration plots in year #1 and then converted to community plots in year #2.

Plot holders will sign an agreement with TFF to 1) use only organic methods, 2) keep their plots watered and tended, 3) not bring cigarettes or pets into the garden areas. Plot holders will be asked to pay an initial \$20 yearly fee to 1) encourage commitment and ownership; and 2) allow

TFF to purchase high quality basic seedlings in bulk to make available to gardeners at the beginning of the grow season.

Monthly Saturday morning meetings combining social functions with educational lessons will be offered September through April, with a mix of outside speakers and plot holder presentations (presuming some experienced local gardeners in the mix).

Produce from the community garden plots will be for the plot holders direct benefit and enjoyment, and opportunities for donating excess produce will be available.

Shared Herb & Flower Plots, Fruit Trees and Social Gathering Space:

Entering the PBCCG garden through the pedestrian gate will bring visitors and gardeners through a pathway lined on each side by 12 feet of 4-foot wide L-shaped raised bed boxes planted in herbs and flowers. Herbs will be seasonal and useful to average cooks including favorites like basil, oregano, rosemary, chives, and mint. In addition, decorative flowers will be used to set a tone for the beauty of the garden. Initially these boxes will be tended and planted by TFF staff with a view to encouraging and training plot holders and other community members to help select, plant, and care for the herbs that are most useful.

To promote social interaction and protection from the sun, two picnic tables with benches will be placed in shady areas of the garden. Future plans could include an outdoor educational kitchen and children's garden, depending on community interest and available funding.

Fruit and medicinal trees will be planted in October and include drip irrigation jet nozzles to keep them healthy and encourage them to grow quickly. Trees will include Barbados Cherry, Mulberry, Neem, and Moringa. In addition trellised vines such as passion fruit or loofah will provide fruiting dividers between areas of the garden. Together with beautification, the flowers, herbs, fruit, and leaves are grown for the health and enjoyment of plot holders and the local community.

Urban Farm Production Area:

As at Fruitful Field in Deerfield Beach, the PBCCG will meet the goals of food, education, and sustainability through urban "farming" of a good portion of the garden lot. Organized, irrigated crops which follow a several-month cycle of rotation can produce steady produce. TFF went from 500 pounds per year to over 7,000 pounds per year primarily through the use of irrigated rows, crop rotation, and regular, systematic enhancement of the soil through organic fertilizers and the use of cover crops and mulch.

The PBCCG Urban Farm rows will consist of 4 blocks of rows. Two of these blocks will be 48' long by 24' wide; each block contains twelve 4' rows separated by 3' pathways. While the other two blocks will also be 40' long by 24' wide, they will contain ten 24' rows, also separated by 3' pathways. Between each block a 6' wide path will run to provide adequate access around the outside of the block. The total square footage of this planted area will be about 9,000 square

feet. All rows will be connected to drip irrigation. The rows will be planted with annual vegetables: eggplants, tomatoes, greens of all kinds, broccoli, turnips and other vegetables suitable to South Florida climate. The building and laying out of the rows will be done primarily through local volunteers and groups who wish to have a great volunteer experience which benefits a good cause.

An educational component will be built into this Urban Farm production area. TFF will begin looking for a garden apprentice, preferably from the NW neighborhood, who would like to learn the art of planning, planting, caring and harvesting vegetables. When a suitable candidate is found they will be employed several hours a week to learn the basics this will also contribute to an increasing direct community presence on the property. In addition, TFF will begin recruitment of local 14-16-year-old youth interested in gaining job experience and learning work skills through involvement on the property. Particular focus will be on high school students from nearby Blanche Ely High School

Urban Farm Produce at work locally:

Since the beginning days of The Fruitful Field in 2008, a minimum of 30% of our harvest has always been donated to food pantries or soup kitchens. The PBCCG will be set up in the same way, with a minimum goal of 30% of produce donated to charitable outreaches in the NW Pompano area.

To encourage long term economic viability of the property, much of the other 70% of produce will be sold by CSA subscription, at a Farm Stand/Market or other venues.

With the support of the city's events planning, marketing, and other appropriate departments, we visualize many possible collaborations with the CRA to use greens and vegetables produced at PBCCG to both cultivate closer ties with the neighborhood and to benefit its residents. Initial events, as discussed earlier in this proposal, would focus on the building of the garden. Once the garden is more established, a possible schedule could be a neighborhood-focused event each month throughout the growing season (October through April).

Possibilities include:

- Cooking demonstrations and gardening classes (initially using a basic set-up, i.e., bringing in a portable burner or a grill and using folding tables)
- Partnering with food trucks in demonstration and tasting events to be held at PBCCG
- Partnering with local restaurants/chefs to promote PBCCG and local/organic produce to a wider Pompano audience
- Partnering with the E. Pat Larkins Community Center (i.e, using commercial kitchen, holding youth classes, providing healthy cooking classes, etc.)
- Participation in Old Town Untapped events

- Participation at the Saturday Green Farmers market
- Occasional small produce stand in the garden for the primary benefit of local residents, if permitted
- Public art events, potentially culminating in development of public garden art for PBCCG such as signs, benches/seating, sculptures, Plein art, etc.
- Gardening and/or art activities for children
- Other events of interest to and suggested by the local garden advisory board, including potential collaboration with Baca Arts.

Garden Shares Subscription options: Once vegetable production is steady and dependable in the urban farm area, PBCCG could establish a CSA program to supply a weekly mix of fresh, seasonal, nutritious greens and vegetables to residents (most likely subsidized by the City for appropriate residents). Such a program could start small, serving four or five families and expanded as the garden permits. There are many opportunities within such a program to involve members of the community, from weeding to harvesting, washing produce and assembling CSA boxes as well as working with local youth to deliver the fresh produce boxes to families. The CSA program could also provide cooking, sampling, and nutritional information about the vegetables the families are receiving.

Staffing and increasing Community Ownership

Core staff for years One and Two

The Fruitful Field will staff the PBCCG with three or more TFF employees contributing time and expertise to the project. Of these, the GrowCity Manager will function as PBCCG manager putting in 20 hours per week at the site. In addition our Farm Manager and Executive Director will each contribute 5-10 hours per week depending on the planning and implementation needs of the PBCCG as it progresses over its growing season with more hours during the first year of operation.

Community Garden Guidance Group:

To make sure that the PBCCG becomes a garden that serves as a site for education, food, beautification, and community interaction for decades to come, TFF will begin recruitment of a community guidance group from day one on the property. Ideally the group will consist of gardeners and community leaders who will provide local insight and input on topics such as a 'locally-owned' garden name, and activities tailored to the needs of the NW Pompano Beach area, among other topics.

Garden Apprentice and Youth workers:

Hands on work is the bedrock for learning. Like all successful community gardens, much of the work on the property will happen through motivated volunteers on weekends, workdays or through community service hours. In addition to volunteers TFF also plans on seeking a local

adult to be a Garden Apprentice doing paid work up to 6 hrs per week learning the basics of both urban farming and helping community members maximize their own gardening. TFF will also seek up 2 youth from the local Blanche Ely High School to employ as interns working after school along much the same lines as the successful GrowCity program on the Deerfield campus.

Limitations:

At startup, TFF employees will limit services to those directly related to building and implementing the garden, and the necessary meetings and networking to further these goals. TFF will not necessarily be staffing off-site sales of produce at Farm Markets etc. TFF is willing to provide the expertise necessary should sales options prove viable during the two years of the contract.

Attachments:

- A. Budget for years 1 and 2
- B. Map of Property with initial Grow Areas

The Fruitful Field INC			
Pompano Beach CRA	Community	Garden	Budget Years 1& 2
	Year 1	Year 2	<i>Notes</i>
Setup Expenses			
Shed that passes city reqs	\$2,000.00		line item - already purchased CRA
Irrigation setup	\$16,500.00		line item - already purchased
Lockable Port a Pottie	CRA	CRA	CRA item
Ice Machine	\$600.00		
Cooking/ Teaching area	possible	possible	Year #2
Plant Nursery	possible	\$1,200.00	Year #2
Kid's Garden	possible	possible	Year #2
Permanent Bathroom	possible	possible	Year #3?
Soil Purchases	\$3,000.00	\$1,500.00	Atlas overburden \$370 per 30 cub yrd-- 160 production + 50 = 220
Raised Bed Materials - qty 150 2x8-16ft	\$2,001.00		
Raised bed wood stakes- qty 34 1x2-36"	\$247.18		
Lumber delivery cost	\$79.00		
Shelving for shed	\$320.00		
Picnic Table X 2	\$400.00		
Benches	\$100.00		
Working surfaces- Potting & Veggie	\$220.00		
Wagons & Wheelbarrows	\$250.00	\$100.00	
Shade Shelter	\$250.00	\$100.00	
Earthway Seeder	\$115.00		
Harvest Equipment-	\$50.00	\$25.00	
Sink/Veg washing station	\$150.00		
Hoses and Hose ends	\$480.00	\$200.00	10 x 40 each + 10 connectors at \$8 each

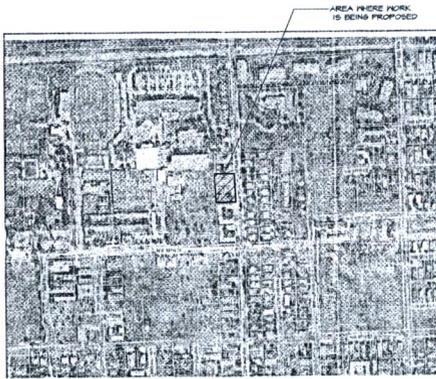
Hose bibs	\$200.00			
Initial Amendments	\$375.00	\$500.00	fertilizer for both sets of plots- from Universal 25 bags at \$15	
Start Up Seedlings & Seeds	\$2,000.00	\$2,000.00	seedlings, seeds, incudes for gardeners	
Trees	\$400.00	\$200.00	some supplied by TFF at no cost some purchased, moringa, Barbados, mulberry	
Pathways- Ground cloth	\$535.00	\$60.00	6 rolls of 3' by 300' \$55 each, 1 roll 6' by 300' \$105, 2 cases pegs \$100	
Basic Tools	\$800.00	\$200.00		
Structure growing (trellis, pergola etc	\$150.00	\$150.00		
Composting Bins	\$80.00			
Trailer rental (to move TFF tractor)	\$200.00	\$200.00		
bins and coolers	\$200.00	\$40.00	2 lg coolers @\$70 each, bins at 6 x \$10	
Total	\$13,202.18	\$6,475.00		
Ongoing Physical Costs- monthly				
water?	CRA	CRA		
electricity ?	CRA	CRA		
Fertilizer & Organic Pesticides	\$30.00	\$30.00		
Insurance	\$200.00	\$200.00		
snacks- volunteers	\$50.00	\$50.00		
Bookkeeping & accounting software	\$300.00	\$300.00		
Staffing - monthly				
PBCCG Garden Manager-	\$1,500.00	\$1,500.00		
other TFF personnel	\$1,200.00	\$500.00	less time from other TFF personnel	
Neighborhood Apprentice (6 hrs w/ \$15	\$387.00	\$516.00	2nd year more 2 more hours for apprentice	
Youth Interns 2 X 4 hrs per week (\$9 hr)	\$357.00	\$535.00	3 interns year 2	
monthly total	\$4,024.00	\$3,631.00		

Ongoing Yearly Total	\$48,288.00	\$43,572.00		
Grand Yearly Total	\$61,490.18	\$50,047.00		

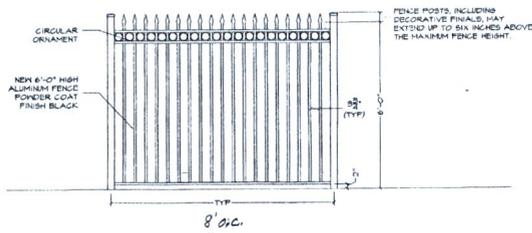
THE GARDEN

A POMPANO BEACH COMMUNITY PROJECT

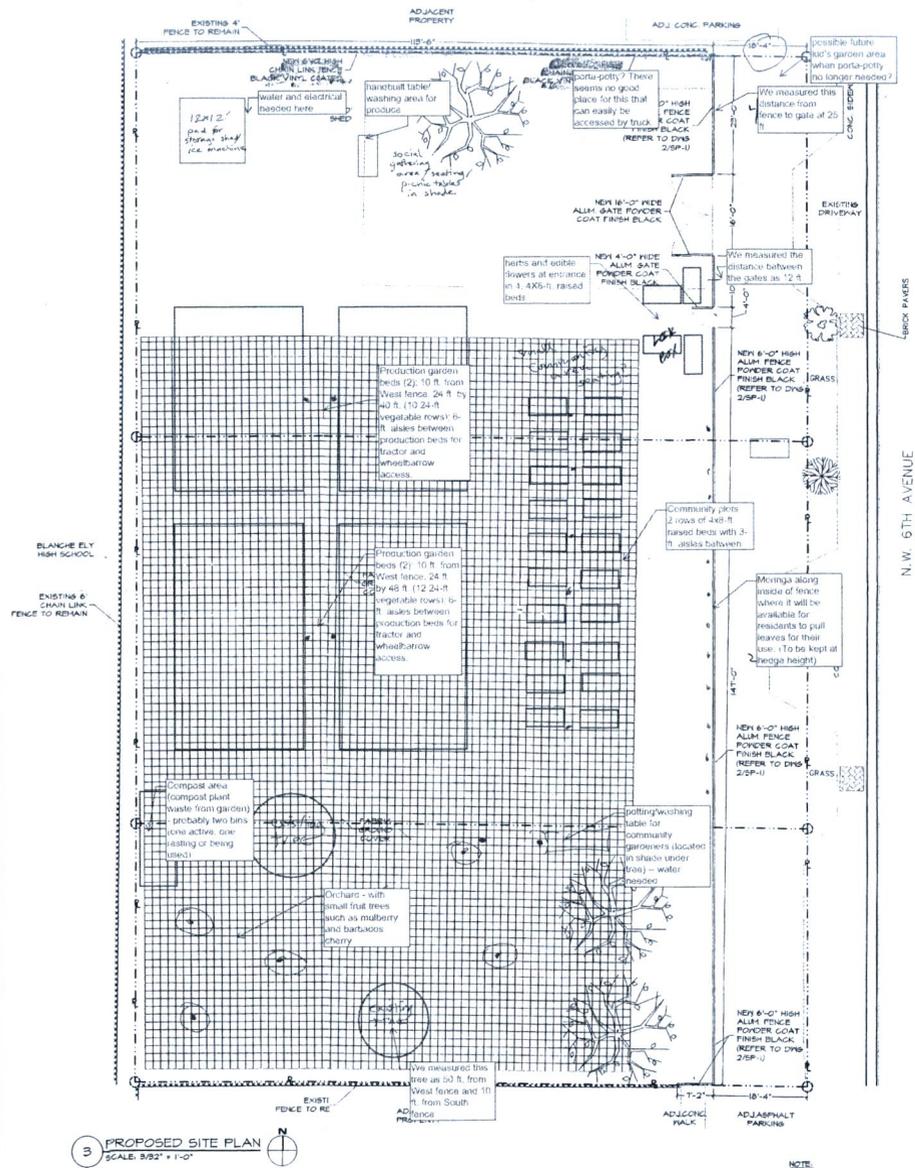
1099 N.W. 6TH AVENUE
Pompano Beach, Florida 33060



1 LOCATION
SCALE: NTS



2 ALUMINUM FENCE ELEVATION
SCALE: NTS



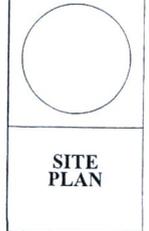
3 PROPOSED SITE PLAN
SCALE: 3/8" = 1'-0"

NOTE:
DIMENSIONS SHOWN ARE NOMINAL. ACTUAL DIMENSIONS MAY VARY. CONTRACTOR SHALL FIELD VERIFY.

CRA
POMPANO BEACH
CITY OF POMPANO BEACH
COMMUNITY DEVELOPMENT AGENCY
180 W. ATLANTIC BLVD., SUITE 276
POMPANO BEACH, FL 33060
TEL: 954.781.6500
FAX: 954.781.7316
www.pompanobeach.fl.gov

THE GARDEN
A POMPANO BEACH
COMMUNITY PROJECT
N.W. 6TH AVENUE
POMPANO BEACH, FL, 33060

PROJECT No. :
DRAWN BY: JCA
DATE: OCT. 23-2014
REVISIONS:



SITE PLAN
SP-1
DRAWING No. 1 OF 1



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 7650 Courtney Campbell Causeway Suite 1000 Tampa FL 33607 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED 360507 Parkway United Methodist Church 100 Northeast 44th Street Pompano Beach FL 33064 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Princeton Excess & Surp Lines Ins Co		10786
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570067523143** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR SIR \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N2-A3-RL-0000017-07 Excess GL SIR applies per policy terms & conditions	12/31/2016	12/31/2017	EACH OCCURRENCE	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

Certificate No : 570067523143

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Pompano Beach & The Pompano Beach Community Redevelopment Agency are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER The City of Pompano Beach & The Pompano Beach Community Redevelopment Agency 100 W Atlantic Blvd Room 276 Pompano Beach FL 33060 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Florida</i>
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