

Miramar Community Garden By-Laws

➤ Full Official Name of Organization and Legal Address

The Miramar Community Garden ("MCG") located at Fairway Park, 3700 Largo Drive, Miramar, Florida 33023.

➤ Purpose, Goals and Philosophy of the Organization

The 3,100 square feet Miramar Community Garden is a Micro-Urban-Farm pilot where people can learn about the sources of fresh produce, vocational training in sustainable agriculture and about the importance of environmental stewardship. The City provided the land, basic materials and guidance. The project is to be run by resident-volunteers who in exchange for their service will have access to the harvest (sweat-equity).

➤ Membership Eligibility Requirements

- **Definition** – A member is someone who has been granted rights to be a MCG volunteer and who agrees to and abides by the rules and requirements of the MCG By-Laws.
- **Prospective Members** – Membership is available on a first come, first served basis to the first qualified and approved twenty five interested individuals; it is open to all City of Miramar residents regardless of race, gender, national origin, color, religion, age, or sexual orientation. Applicants must be twenty one (21) years of age or older. Each applicant must sign a City of Miramar Liability Waiver form and complete a background check form. If all volunteer positions are occupied, prospective members' names are placed on a waiting list. A prospective member of the MCG who has been offered membership must sign a MCG By-Laws Agreement and submit the required membership dues within fifteen (15) days of the position becoming available.
- **Current Members** – A current member in good standing may retain the MCG volunteer status and renew their membership by signing the By-Laws Agreement on an annual basis.
- **Friends of the Garden ("FOGs")** – applicants on the waiting list, seasonal volunteers, and youth older than sixteen (16) years of age can request to become FOGs (Friends of the Garden) to volunteer on an as-needed basis. Volunteering as a FOG can allow prospective applicants to experience being a MCG member-volunteer.
- **Membership Sign Up and Dues** – Memberships shall run from August through July of the next year, but a member may join at any time during the year. Membership dues are a one-time thirty dollar (\$30.00) non-refundable background check fee, and are to be paid prior to processing of the application. Payment of this non-refundable fee does not entitle the applicant to membership.
- **Probationary Period** – New volunteers will have a probationary period of three (3) months which will be used to evaluate the prospective volunteer's preparation to join as a full member. An evaluation by the Garden Board will be based on attendance at work sessions, meetings, participation in gardening activities, attitude, and general compliance with the MCG By-Laws. At the end of this period, the prospective volunteer will present themselves to the board/general meeting for an official acceptance/denial as a full member.
- **Termination of Membership** – Membership privileges may be revoked by the City or Garden Board for violation(s) of the MCG By-Laws. If a member fails to fulfill their responsibilities or breaks membership rules, the Garden Board will notify the member in writing with details outlining the infraction(s) and what actions are required to rectify the situation. Members will be given thirty (30) days to rectify the situation.

➤ Volunteer Benefits

- Access to the garden from sunrise to dusk
- Access to knowledge of organic best practices
- Harvesting of reasonable amounts of organic produce at the discretion of the Garden Manager (quantities shared with other member-volunteers)
- Sharing of food, recipes, and ideas for growing and cooking of produce
- Opportunity to meet others who share the passion of healthy growing and eating

➤ **Volunteer Responsibilities**

- Join and participate in at least one garden committee
- Participate on MCG-related projects for a minimum of two hours a week by signing up for a specific day of the week (weekly commitment) for tending the garden
- Participate in at least one work day per month. Work days will be coordinated by the Work-Day Committee and will be announced via email
- Attempt to attend garden meetings

➤ **Volunteer Absences** – every volunteer is expected to honor their weekly commitment. Should an occurrence arise that prevents satisfaction of this commitment, such as a one week vacation, it is the responsibility of the volunteer to seek coverage of duties among other garden volunteers. Volunteers are responsible for signing the work log during every designated occurrence. Should a garden member no longer be able to attend their responsibilities, or be absent for a long period of time, it is the member's responsibility to submit a written request for Hiatus status to the Garden Board.

➤ **General Maintenance Rules**

- The MCG is an organic garden project. Only organic fertilizers, pesticides and fungicides may be used in the garden. Use of any item not on the approved list must be approved by the Community Garden Council. Examples of organic amendments, pesticides and fertilizers include:
 - Compost and compost teas
 - Biodegradable detergents
 - Seaweed meal or liquid
 - Alfalfa meal
 - Phosphate rock
 - Bone meal
 - Greensand
 - Sphagnum peat moss
 - Calcium limestone flour
 - Iron (chelated 10%)
 - Epsom salt
 - Fish meal and fish oils
 - Vegetable oils
 - Biodegradable soaps
 - ThuricideOthers may be approved by the Garden Board, as needed or requested.
- MCG members shall be responsible for general site cleanup, weeding and other maintenance activities. Responsibilities shall also include but are not be limited to the nurturing of garden plants such as watering, fertilizing, healing, etc.
- No debris of any kind should be left at the site. Plant debris should be placed on a designated compost area. Trash receptacles adjacent to the garden can be used as needed.
- Growing or using illegal substances in the garden will lead to immediate expulsion with no return of dues.

➤ **Governance Structure & Responsibilities**

- The MCG Board of Directors, known throughout this document as the "Garden Board", is responsible for coordination with the City regarding Policy and Membership. The Garden Board shall consist of five (5) members, including a President, Garden Manager, Secretary, Treasurer and City Liaison; the Board may also include additional members as needed.
- Election of Garden Board members will be held every July by a majority vote of all Community Garden members and will serve a one year term. Eligible candidates must be current, in-good standing MCG members.
- The Garden Board develops, interprets and enforces the guidelines set forth herein. A quorum of three (3) committee members is required to recommend any By-Law for the City's consideration; By-Laws suggestions may be presented by any active garden volunteer at any meeting for consideration by the Garden Board at its next meeting.

- The Garden Board will meet monthly to review reports on garden progress, discuss plans for improvement, issues that arise, requests for expending dues, and work day efforts. They will determine any new work projects or action items that are needed and will notify members of any issues that need to be resolved.
 - The Garden Board is responsible for new projects/enhancements, work day project decisions, and actions regarding membership renewals, cancellations or additions.
 - Additional responsibilities for specific Garden Board member positions are listed below.
 - President – presides over all meetings of the Garden Council and general garden meetings. Determines roles, responsibilities, expectations of garden organization, community gardeners and Garden Manager.
 - Garden Manager – oversees general garden management including work projects, plantings, emergency preparedness, etc.
 - Secretary – is responsible for all written records of the organization, notices of meetings, acts as scribe to disseminate meeting minutes during Garden Board and General Meetings.
 - Treasurer – is responsible for all financial records, dues receipts, and deposits.
 - City Liaison – coordinates City-related matters as they pertain to communicating with City staff and City officials. Oversees fundraising activities coordinated by the Fundraising Committee. Is responsible for all MCG official correspondence.
 - Removing a Garden Board Member – in the event that a Garden Board member can no longer fulfill the responsibilities of their position, an interim Garden Board member will be elected by a majority vote of all Community Garden members and will serve for the remainder of the former Garden Board member’s one year term.
- **MCG Committees** – each garden committee shall have a committee chair overseeing the committee members. Committees shall meet once a month and provide reports of their progress at the General Meetings. The Garden Council has the authority to modify, add or remove any of the committees listed below:
- Membership Committee – recruits, retains, keeps logs of membership accountability.
 - Fundraising Committee – seeks sponsorships and coordinates events (e.g., bake sales, restaurant sponsorships, farmer’s market sales, donations, grants, t-shirt sales).
 - Education Outreach Committee – coordinates calendar of events, garden gatherings, site visits, speakers, and general education outreach.
 - Social Media Committee – coordinates social media opportunities.
 - Orchard Committee – coordinates the proposed (still under consideration) fruit orchard.
 - Special Work-Day Committee – coordinates one day work projects at the garden by recruiting, screening, communicating, planning and making sure all necessary materials, tools and liability waiver forms are available prior to the event.
- **Hold Harmless Clause** – We the undersigned members of the Miramar Community Garden volunteer group hereby agree to hold harmless the City of Miramar from and against any damage, loss, liability, claim, demand, suit, cost and expense directly or indirectly resulting from, arising out of or in connection with the use of the Miramar Community Garden by the garden group, its successors, assigns, employees, agents and invitees.

Name

Phone (day phone and evening)

Email

Signature

All applicants and current MCG member-volunteers MUST sign this form and return it to the corresponding City of Miramar MCG liaison.



CITY OF MIRAMAR
ADULT
AUTHORITY TO RELEASE INFORMATION

In connection with my volunteer application for volunteerism (including contract for services). I understand that consumer reports or investigative consumer reports which may contain public record information may be requested or made on me including consumer credit, criminal records, driving record, education, prior employer verification, workers compensation claims and others. These reports will include experience along with reasons for termination of past employment. Further, I understand that you will be requesting from various Federal, State, local and other agencies which contain my past activities.

I hereby authorize my employer and any party of agency contacted by this employer from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release information, or any attempt to comply with it.

I have the right to make a request of First Advantage Corporation Applicant Background Checks, upon proper identification and the payment of any authorized fees, for the information in its files on me at the time of my request.

Should there be any questions as to the validity of this release, you may contact me as indicated below.

Name of Event: **Miramar Community Garden**

Print your name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Drivers License State: _____ License Number: _____

Social Security No.: _____

For identification purposes:

Date of Birth: Month: _____ Day: _____ Year: _____ Race: _____ Gender: _____

Other –or- former names: _____

Signature: _____ Date: _____

I HAVE CAREFULLY READ AND UNDERSTAND COMPLETELY THE ABOVE PROVISIONS AND VOLUNTARILY SIGN THE AUTHORITY TO RELEASE AGREEMENT.

Please return this form via mail or fax to:
City of Miramar
2300 Civic Center Place, Miramar, FL 33025
Attn. Elsi Rose
Fax: (954) 602-3518



**CITY OF MIRAMAR
VOLUNTEER FORM
RELEASE OF LIABILITY FOR ADULTS**

I AM AWARE that volunteering for the City of Miramar involves risk of personal injury, property damage, and other risks associated with volunteer service.

I RELEASE the City of Miramar from any and all liability for all loss, damages, and claims, (including attorney fees and costs), resulting from injury to the person listed below or to his or her property arising from the volunteering services.

I HEREBY HOLD HARMLESS the City of Miramar and project organizers from any and all claims, actions, or damages relating to or arising out of any activity related to volunteering for the City of Miramar.

These releases are effective for me, my personal representatives, assigns, and heirs.

I HEREBY confirm, represent and warrant that I have never been convicted of any violent crime, child abuse or neglect, child pornography, child abduction, kidnapping, rape or sexual offense of any kind or any other violation of law, nor have I ever been ordered by a court to receive psychiatric or psychological treatment in connection therewith.

I UNDERSTAND I am fully and completely responsible for all healthcare expenses incurred by me if I become injured while participating in the City of Miramar's Volunteer Program, and I have made arrangements to handle such expenses through insurance coverage, access to cash, or other methods.

FURTHERMORE, I agree to utilize my own vehicle for transportation to and from the City, and further agree that I will be fully responsible for any and all damages or injuries sustained by myself and anyone else in my vehicle. I agree not to provide transportation for any of the children that are attending any of the programs for which I volunteer. I hereby represent and warrant that I am fully insured to operate my personal vehicle, to the extent required by law.

I ASSUME FULL RESPONSIBILITY FOR any and all claims and costs (including my own) arising directly or indirectly out of activities, acts, or omissions while volunteering with the City of Miramar.

FURTHERMORE, I authorize the City of Miramar to use my name and give any organization involved with the City of Miramar permission to photograph me. I understand that the City of Miramar has permission to use my name, photographs/videotapes, likeness, image, voice and biography in all media, publications, advertising and for publicity purposes in connection with my participation with a City of Miramar Volunteer Program related activity or project unless written notice is received to the contrary.

I CERTIFY that the statements made in this volunteer release are true and correct, and have been given voluntarily. I understand that this information may be disclosed to any party, with legal and proper interest, and I release the City of Miramar from any liability whatsoever for supplying such information. I understand that I will not be paid for services as a volunteer.

I HAVE CAREFULLY READ AND UNDERSTAND COMPLETELY THE ABOVE PROVISIONS AND VOLUNTARILY SIGN THE RELEASE AND INDEMNITY AGREEMENT.

NAME OF EVENT: **Miramar Community Garden**

VOLUNTEER NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME TELEPHONE: _____ CELLULAR: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

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