

# 15<sup>th</sup> DISTRICT AGRICULTURAL ASSOCIATION

## KERN COUNTY FAIR

### CALIFORNIA FIRE CODE HEALTH & SAFETY CODE

#### California Uniform Retail Food Facilities Law

All concessionaires that have signed a Rental Agreement/Contract with the Kern County Fair must abide by all Health & Safety Codes.

If for any reason you, as the owner/operator of a food concession business are not familiar with the current Health & Safety Code, please contact your local Environmental Health Services Department for a booklet.

As of the 2006 Fair, the following Articles, Health and Safety Codes will be incorporated in the Rules, Regulations & Policies of each concessionaire that has been given an approved Rental Agreement/Contract to conduct food and beverage business on the property of the 15<sup>th</sup> District Agricultural Assn. /Kern County Fair.

These articles are effective from the time of fair move-in through the time of fair move-out, and will be enforced by the Department of Environmental Health & Safety, Kern County Sheriffs and Fair Management.

Article #113984. Food preparation area, protection from contamination

- (b) Food preparation shall be conducted within a fully enclosed food facility.
- (g) Based upon local environmental conditions, location, and other similar factors, the enforcement officer may establish additional structural or operational requirements, or both, for mobile food facilities as necessary to ensure that foods, food-contact surfaces, and utensils are of a safe and sanitary quality.

Article #114010. Food Must Be Protected

All food shall be prepared, stored, displayed, dispensed, placed, transported, sold, and served as to be protected from dirt, vermin, unnecessary handling, droplet contamination, overhead leakage, or other contamination. No food shall be prepared outside, in storage trailers, or in any other unapproved manner or place.

Article #114075. Refill Regulations

- (a) Except for refilling a consumer's drinking cup or container without contact between the pouring utensil and the lip-container, food employees shall not use tableware, including single-use articles. Soiled by the consumer, to provide second portions or refills.
- (b) Except as specified in subdivision (d), self-service consumers shall not be allowed to use soiled tableware, including single-use articles, to obtain additional food from the display and serving equipment.
- (c) Consumers shall be notified that clean tableware is to be used when they return to self-service areas such as salad bars and buffets.
- (d) Drinking cups and containers may be reused by self-service consumers if refilling of a consumer's drinking cup is done without contact between the pouring utensil and the lip contact area of the cup or container.
- (e) Personal take-out beverage containers, such as thermally insulated bottles, nonspill coffee cups, and promotional beverage glasses, may be refilled by employees or the consumer if refilling is a contamination-free process as specified in subdivision.

Article #114153.

Equipment for cooling and heating food and for holding cold and hot food shall be sufficient in number and capacity to ensure proper food temperature control during transportation and operation as specified in Section 113996.

Article #114175. Sleeping Accommodations Prohibited

No sleeping accommodations shall be maintained or kept in any room where food is prepared, stored, or sold. All living and sleeping quarters shall be separated from the food establishment. No door or other opening shall be permitted in the partition that separates the food establishment from the living or sleeping quarters.

Article # 114294.

Application requirements; certification; approval by enforcement agency

(c) Each mobile food facility that is either a special purpose commercial modular and coach as defined by Section 18012.5 or a commercial modular coach as defined by Section 18001.8 shall be certified by the Department of Housing and Community Development, consistent with Chapter 4 (commencing with Section 18025) of Part 2 of Division 13, and regulations promulgated pursuant to that chapter. In addition, the enforcement agency shall approve all equipment installation prior to operation.

Article #114305. Food Handling

(a) During operation, no food intended for retail shall be conveyed, held, stored, displayed, or served from any place other than a mobile food facility, except for the restocking of product in a manner approved by the enforcement agency.

Article #114307.

Mobile food facility that operates at community events and that remain fixed during food preparation and its hours of operation may:

- (a) Include a staffed counter that serves hot and cold beverages and ice that are not potentially hazardous food and that are dispensed from approved bulk dispensing units.
- (c) Operate an open-air barbecue adjacent to the mobile food facility if approved by the enforcement agency.

Article #114341. Food preparation at community events

(c) Grills and barbecues or other approved cooking equipment shall be separated from public access by using ropes or other approved methods to prevent contamination of the food and injury to the public

Article #114345. Hot and Cold Beverage Counter

Temporary food facilities may include a staffed counter that serves hot and cold beverages and ice that are not potentially hazardous food and that are dispensed from approved bulk dispensing units.

**CALIFORNIA FIRE CODE**

CALIFORNIA CODE OF REGULATIONS, TITLE24, PART 9

308.1.4

Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction.

Local enforcement agency will enforce the above Articles to ensure that these articles are not being violated.

I understand by signature below that if my company provides sleeping or living quarters on the grounds of the Kern County Fair, I will submit a letter to the Fair prior to arrival so all enforcement agencies will be aware of my companies intentions for the safety of my employees/volunteers and food and beverage products.

I further understand that violating any one or all of these Articles will result in immediate cancellation of my current Rental Agreement/Contract with the 15<sup>TH</sup> District Agricultural Assn. /Kern County Fair.