

**Kelly Rasco
doing business as
Mikey's Kilted Kitchen**

**Mobile Food and Beverage Sales at Henningsen Lotus Park and Chili Bar Put in
License Agreement #7980**

THIS LICENSE AGREEMENT made and entered by and between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Kelly Rasco, a sole proprietor duly qualified to conduct business in the State of California, doing business as Mikey's Kilted Kitchen, whose principal place of business is 4068 Mother Lode Drive, Suite M, Shingle Springs, California 95682, and whose mailing address is 3070 Spanish Ravine Road, Placerville, California 95667 (hereinafter referred to as "Licensee"). By this Agreement, County and Licensee (collectively, the "Parties" and each a "Party") mutually agree as follows:

1.0 Use

- A. On July 24, 2023, Licensee was formally awarded Request for Proposals (RFP) #23-393-062 to provide mobile food vendor services for various County parks on behalf of the Chief Administrative Office, Parks and Trails Division. County hereby grants to the Licensee and Licensee hereby agrees to accept from County this authorization for use of a portion of the premises and/or parking lot of County Parks currently identified as the Henningsen Lotus Park and Chili Bar Put In, hereafter referred to as the "Property", within designated spaces attached as Exhibit A – Designated Spaces, incorporated herein and made by reference a part hereof for the following purposes: to provide rafters, river goers, and park visitors a convenient food option from a self-contained, temporary, mobile/portable (cart, truck or trailer) storefront.
- B. Licensee shall be authorized to use the Property Thursdays through Sundays, and holidays 10:00 a.m. – dusk (Pacific) through the months of April through October. Dates and times outside these normal operating hours shall be scheduled by the County's Contract Administrator or designee. Prior to a scheduled event, the County's Contract Administrator or designee will provide the authorized schedule to the Licensee in a written email or other written documentation, provided that this Agreement has been fully executed as evidenced by Licensee's receipt of a copy of said executed Agreement.
- C. Any changes in the dates or times of use must be approved in advance by the County's Contract Administrator or designee. Licensee's use of the Property shall in no way interfere with the use and occupancy by County.
- D. Licensee agrees to pay County ten percent (10%) of gross sales monthly for the term of this Agreement and to provide monthly sales reports to the County's Contract Administrator or designee. Monthly sales reports must be submitted to the

County's Contract Administrator or designee by the 15th day of the following month.

- E. Licensee shall remit payment to the County on a monthly basis.
- F. Licensee shall ensure all parking locations are safe and accessible, do not block sidewalks, fire lanes or streets, do not interfere with traffic and are consistent with all County rules and policies.
- G. County does not guarantee any minimum number of scheduled dates or sales volumes.

2.0 Term and Termination

- A. This Agreement shall be effective upon execution by both parties hereto and shall cover the period of January 1, 2024, through December 31, 2025.
- B. County reserves the right to terminate this Agreement at any time for any reason by serving written notice to Licensee. Upon receipt of such termination notice from County, Licensee shall immediately cease use of the Property.
- C. If Licensee wishes to terminate the agreement prior to a scheduled event, Licensee must provide seven (7) days written notice to County.

3.0 Insurance

Licensee shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Licensee maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. (If General Liability does not have a product liability provision, product liability insurance is required.) County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Commercial Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Licensee in performance of the Agreement.
- D. Commercial Property Liability Insurance for contents of the vehicle amount as appropriate.
- E. Licensee shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Licensee agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Licensee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Licensee agrees that no work or services shall be performed prior to the giving of such approval. In the event Licensee fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Licensee's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Licensee's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Licensee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Licensee's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Licensee cannot provide an occurrence policy, Licensee shall provide insurance covering claims made as a result of performance of this Agreement for

not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

4.0 Indemnity

To the fullest extent permitted by law, Licensee shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Licensee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Licensee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Licensee are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the herein.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

5.0 Independent Contractor/Liability

The parties intend that an independent contractor relationship will be created by this contract. Licensee is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Licensee exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Licensee. Those persons will be entirely and exclusively under the direction, supervision, and control of Licensee.

Licensee acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

6.0 Notice to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Chief Administrative Office

Parks and Trails Division
200 Armory Drive
Placerville, California 95667

Attn.: Vickie Sanders
Parks and Trails Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Licensee shall be addressed as follows:

Kelly Rasco dba Mikey's Kilted Kitchen
3070 Spanish Ravine Road
Placerville, California 95667

Attn.: Kelly Rasco, Owner

or to such other location as Licensee directs.

7.0 Change of Address

In the event of a change in address for Licensee's principal place of business, Licensee's Agent for Service of Process, or Notices to Licensee, Licensee shall notify County in writing as provided in Article 6.0, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

8.0 Assignment and Delegation

Licensee is engaged by County for high quality, value based food items as well as those of its personnel. Licensee shall not subcontract, delegate, or assign food truck services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

9.0 General Provisions

- A. Licensee must have a storefront which serves food and meets County's temporary food facility, food handling, and food booth requirements.
- B. Licensee must meet all County of El Dorado Environmental Management Mobile Vendor requirements and obtain a Mobile Vendor Permit.
- C. Licensee shall comply with and/or exceed all applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation.
- D. Licensee shall fully comply with all applicable federal, state, and local laws and regulations as well as all County policies relative to Licensee's conduct on County property.
- E. Mobile food trucks/trailers must be registered and licensed with the Department of Motor Vehicles, must be clean on both the inside and out, must be presentable and attractive (no unsightly vehicles or those with obvious body damage).
- F. Licensee shall obtain and maintain all required licenses and permits for the duration of the Term of this Agreement. Licensee shall provide proof of such permits County prior to operating on County property and from time to time as requested by the County.
- G. Licensee agrees to use the designated space(s) for the sole purpose of providing for the sales of such food products as County might approve in its sole discretion.
- H. An approved fire extinguisher and first aid kit must be in the truck at all times.
- I. Licensee shall use reasonable efforts to operate in a sustainable manner. Licensee shall be responsible for its own garbage/waste containers and disposal thereof. Licensee shall leave its location on County property in as good of condition as when Licensee arrived.
- J. No music or amplified sound may emit from food trucks on County property other than as approved by the County.
- K. Licensee shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service.
- L. Licensee shall keep at all times on public display the prices, rates, and charges which may be made for the sale of goods and services.
- M. Licensee shall operate, serve, and dispense quality foods and beverages with adequate portions. All foods must be fresh and of the best quality at all times.
- N. Licensee shall comply with California Public Resources Code section 42270, et seq., regarding single-use food ware accessories and condiments. Licensee shall make best efforts to provide recyclable and/or compostable serving products.

- O. Licensee's Mobile Food Facility and/or Mobile Food Preparation Unit shall be fully self-contained and generate their own power. The County will not provide water, power, waste liquids disposal, garbage/recycling bins, or trash service.
- P. Licensee must provide a non-permeable mat to control spillage.
- Q. Licensee's signage is subject to County's advance review and approval. Licensee shall remove any signage if so directed by the County, at the Licensee's sole expense.
- R. The County may forbid the display and/or sale of any objectionable item(s), as determined by County at its sole discretion, at any time during the term of the resulting Agreement and the Licensee agrees to comply with the restriction. The County and the Licensee agree to first cooperatively work to settle any issues that may arise in this area.

The following items may not be displayed or sold:

- Alcohol and alcoholic beverages
 - Tobacco products, including cigarettes
 - Other smoking/vaping products
 - Gambling items
 - Sexually explicit materials
 - Any other items not appropriate for sale, as determined by the County at its sole discretion
- S. Licensee and their employees shall conduct themselves professionally and be courteous to each customer. Licensee and their employees must wear clean and neat appearing clothing at all times during each scheduled day that is appropriate for mobile food service.
- T. Licensee's employees shall not consume alcoholic beverages nor use narcotics while on duty nor be under the influence of any intoxicating liquor or other substance when providing services under this Agreement.
- U. Licensee's employees shall not have in their possession firearms nor weapons of any kind while on County property.
- V. Licensee must comply with the requirements set forth in Exhibit B – Mobile Food Facility Pamphlet, incorporated herein and made by reference a part hereof.
- W. Licensee must comply with the requirements set forth in Exhibit C – Mobile Food Preparation Units Pamphlet, incorporated herein and made by reference a part hereof.
- X. Licensee will be subject to a background vendor responsibility search conducted by the El Dorado County Sheriff's Office.

- Y. On-site storage is not permitted and will not be authorized by County. Licensee's materials and equipment must be transported to and removed from County property at the end of business operating hours each scheduled day.
- Z. Licensee will be allowed to use one (1) tent shade to be taken down daily at the end of business operating hours.

10.0 Force Majeure

Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

11.0 Administrator

The County Officer or employee with responsibility for administering this License Agreement is Vickie Sanders, Parks and Trails Manager, Chief Administrative Office, Parks and Trails Division, or successor.

12.0 Changes to Agreement

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

13.0 California Forum and Law

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

14.0 Authorized Signatures

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

15.0 Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

16.0 Levine Act

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Licensee shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Licensee, if any, to any officer of County.

17.0 Partial Invalidity

If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

18.0 No Third-Party Beneficiaries

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

19.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

20.0 Entire Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 12/05/2023

Purchasing Agent
Chief Administrative Office
“County”

-- KELLY RASCO

doing business as

MIKEY’S KILTED KITCHEN--

By:  Kelly Rasco (Dec 5, 2023 10:58 PST)

Dated: 12/05/2023

Kelly Rasco
Owner
“Licensee”

Kelly Rasco
doing business as
Mikey's Kilted Kitchen
Exhibit A
Designated Spaces

Henningsen Lotus Park Truck Location



Chili Bar Put In Truck Location



As with any method of food sale, care must be taken to safely handle food products to prevent sickness or injury to the public. Any type of unpackaged food product which is handled directly or incidentally may become contaminated with disease causing organisms by contact with droplets (e.g., sneezing), hands or insects (e.g., flies). When serving unpackaged food products, it is critical that provisions be made for hand washing and protecting food and utensils from contamination.

The leading causes of food borne illness include improper hand washing, potentially hazardous foods (phf) held at improper temperatures, and food from unapproved sources. These are addressed by the division's and state's requirements to insure the consumer's food supply is as safe and sanitary as possible.

Foods allowed for sale in an unpackaged state include:

- ♦ hot dogs
- ♦ cappuccino and other coffee-based or cocoa-based beverages
- ♦ frozen ice cream bars (if individually packaged until served to a customer)
- ♦ non-potentially hazardous foods

The following is an outline of the requirements applicable to the sale of these food items from this food vehicle category:

(1) Permit

- Each food vehicle must have its own El Dorado County health permit

(2) Food Source

- All food shall be from an approved source. Home-prepared foods are not allowed. Food preparation activities such as cooking, slicing, etc. are not allowed on a vehicle. These type of activities must occur inside an approved food facility (i.e., commissary). Only operations directly associated with the sale and dispensing of the food product are allowed (e.g., assembly of a hot dog, scooping out popcorn, bagging product, adding condiments).

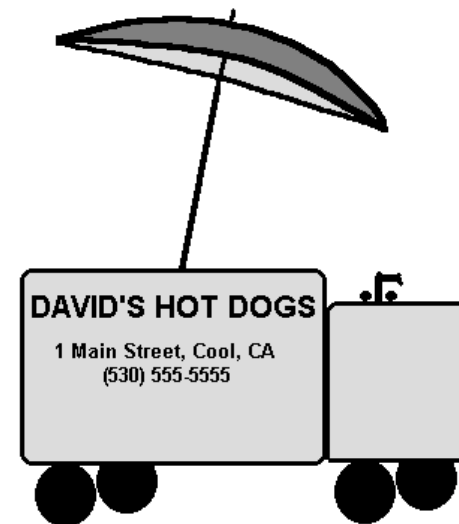
(3) Temperature Control

- Potentially hazardous food shall be kept at/or below 41 degrees F or at/or above 135 degrees F. [Note: The only phf's that may be dispensed from a vehicle in an unpackaged state are hot dogs, cappuccino (and similar products) and frozen ice cream bars (under specific conditions)].
- When potential hazardous food is to be held cold, commercial refrigeration units must be provided. Ice chests are not allowed for the storage of phf.

Kelly Rasco
doing business as
Mikey's Kilted Kitchen
Exhibit B
Mobile Food Facility

Mobile Food Facility

Requirements for Unpackaged Foods



El Dorado County
Dept. of Environmental Management
2850 Fairlane Court, Bldg. C
Placerville, CA 95667

(530) 621-5300
FAX (530) 642-1531
www.co.el-dorado.ca.us/emd

(4) Condiments

- Food condiments must be protected and individually prepackaged (or in approved dispensers).

(5) Cappuccino and Frozen Ice Cream Bars

- Cappuccino, espresso, etc., must be made to order and immediately served to the customer.
- Frozen ice cream bars may be served packaged if kept individually prepackaged and unpacked only for immediate serving.

(6) Operation

- During operation, all food is to be conveyed, held, stored, displayed, and served from the vehicle.
- When not in operation, all food products must be stored in an approved food establishment (e.g., restaurant, market, commissary, etc.). Exception: Leftover potentially hazardous foods held at/or above 140 degrees F must be discarded after each day.
- Food, food contact surfaces and utensils must be protected from contamination at all times. Single-service utensils must be individually wrapped or in approved dispensers.

(7) Operating Plan:

- A written operating procedure is to be developed and implemented for food handling and the cleaning and sanitizing of food contact surfaces and utensils. The Environmental Health Division is to review and approve this procedure prior to implementation. An approved copy of the approved operating plan must be kept on the vehicle during periods of operation.

(8) Commissary

- Vehicles must operate out of an approved commissary. A “commissary” means a permitted food establishment (e.g., a restaurant, market, etc.) in which food, containers, or supplies are stored or handled for use. A commissary is not a private home, church, private club, or other nonprofit or for-profit association. The commissary is to comply with all provision applicable to food establishments and be used for storage, food preparation, cleaning, etc.
- A written contract between the mobile food facility and the commissary owner shall be completed and filed with El Dorado County Environmental Health

(9) Hand Washing and Utensil Washing

- A minimum of a one-compartment metal sink for the purpose of handwashing and utensil washing is to be provided on the vehicle. The sink shall be large enough to accommodate the largest utensil washed. Handwashing soap and single-service towels in dispensers, and a reliable supply of hot (at least 120 degrees F) and cold (less than 101 degrees) water dispensed through a hands-free mixing-type faucet

NOTE: Gloves will not be considered a substitute for a proper hand washing facility.

(10) Sanitizing

- Food contact surfaces, including utensils, must be sanitized at the commissary as per Section 114097 of CRFC. This requires the use of a 3-compartment sink for a wash-rinse-sanitize method.

(11) Equipment

- All equipment (including carts) must be commercial food grade equipment complying with applicable NSF and CRFC requirements. Equipment must be constructed so as to be smooth, durable and easily cleanable. Note: Painted or varnished wood is not an acceptable construction material.
- Food compartments must completely enclose the unpackaged food products, utensils, food contact surfaces and food handling activities. The opening to the compartment is to be sized as appropriate for the food handling activity without compromising protection from contamination, and provided with tight-fitting doors, that when closed, protect interior surfaces from dust, insects, and vermin.

(12) Potable Water Tanks

- The minimum water heater capacity is ½ gallon. The sink, and single service soap and paper towels must be located as to be easily accessible and unobstructed for use by the operator.
- The potable water tank and delivery system are to be constructed of approved materials, provide protection from contamination and be of a capacity equal in size with the level of food handling activity on the vehicle. The capacity of the system must be sufficient to furnish enough hot and cold water for the following: steam table (where used), utensil washing and sanitizing, hand washing, and equipment cleaning.
- At least 5 gallons of water is to be provided exclusively for hand washing. Any water needed for other purposes is to be in addition to the 5 gallons for hand washing. The waste water tank or tanks shall have a minimum capacity that is 50% greater than the potable water tank.
- The potable water tank inlet must be provided with a connection of a size and type that will prevent its use for any other services and constructed so that backflow and other contamination of the water supply tank is prevented.
- Hoses used to fill potable water tanks are to be made of food grade materials and handled in a sanitary manner.
- Water tanks shall be filled at the commissary (an approved water source).

(13) Waste Water Tanks

- Waste tanks are to have a minimum capacity of 1.5 times the size of the potable water tank (e.g., 7.5 gallons required with a 5 gallon water tank).
- Vehicles equipped with a tank supplying product water for the preparation of a food or beverage are to provide an additional waste water tank capacity equal to at least 15 % of this water supply. Additional waste water tank capacity may be required where waste water production or spillage is likely to occur.
- Connections to a waste water tank must preclude the possibility where waste water may contaminate food, food contact surface or utensils.
- Vehicles using ice in the storage, display or service (food or beverages) must provide an additional minimum waste water holding capacity equal to one third of the volume of the ice cabinet to accommodate the ice melt.

!!! All liquid waste (e.g., ice melt, hand washing, etc.) is to be drained to the sanitary sewer at a commissary or other approved location. Such waste is not to be discharged to the ground, storm sewers or waterways!!!

(14) Identification Lettering

- The name, address, and telephone number of the business must be permanently placed on at least two sides of the vehicle. Lettering is to be legible, clearly visible, and of a color contrasting with the vehicle exterior. The name must be in letters at least 3” high with strokes of at least 3/8” width. Letters and numbers for address and telephone number are to be at least 1” high.

(15) Occupied Vehicles

- Mobile food facilities that are occupied during normal business operations shall have a clear unobstructed height over the aisle-way portion of the unit of at least 188 cm (74 inches) from floor to ceiling, and a minimum of 76 cm (30 inches) of unobstructed horizontal aisle space. (Vehicles under EDC permit before January 1, 1996, are exempt from this requirement).

(16) Gas and Electrical Equipment

- All new and replacement gas-fired appliances shall meet applicable American Gas Association standards. All new and replacement electrical appliances shall meet applicable Underwriter’s Laboratory (UL) standards.

(17) Restrooms

- Approved restroom facilities, with immediately adjacent hand washing facilities, are to be located within 200 feet of the vehicle. These facilities must be readily available for use by the operator. Hand washing facilities must be provided with a reliable supply of hot and cold water, soap and towel dispensers.

As defined in the California Retail Food Code (CRFC), a Mobile Food (Preparation Unit) means any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility, or other approved source to the consumer.

As with any method of food sale, care must be taken to safely handle food products to prevent sickness or injury to the public. Any type of unpackaged food product which is handled directly or incidentally may become contaminated with disease-causing organisms. When preparing and serving unpackaged food products, it is critical that provisions be made for hand washing, dishwashing, temperature control, and protecting food and utensils from contamination.

The leading causes of food borne illness include improper hand washing, potentially hazardous foods (phf) held at improper temperatures, and food from unapproved sources. These are addressed by the Division's and State's requirements to insure the consumer's food supply is as safe and sanitary as possible.

Inside this pamphlet you will find information on the following subjects:

- (1)Permits
- (2)Plan Review
- (3)Food Safety Certification
- (4)Food Source
- (5)Temperature Control
- (6)Operation
- (7)Commissary
- (8)Room Finishes – Construction Requirements
- (9)Hand Washing and Utensil Washing
- (10) Equipment
- (11) Potable Water Tanks
- (12) Waste Water Tanks
- (13) Identification Lettering
- (14) Occupied Vehicles
- (15) Mechanical Ventilation
- (16) Restrooms

If you have any questions regarding this pamphlet, or the serving and handling of food, please contact this department.



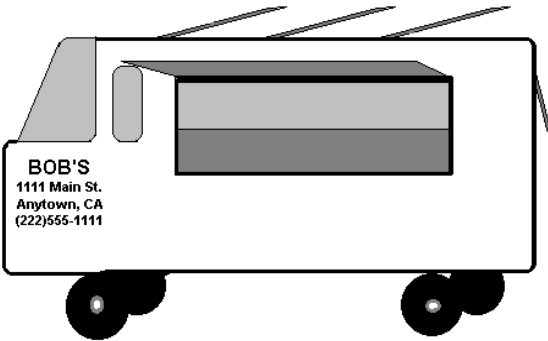
(530) 573-3450
FAX (530) 542-3364

Kelly Rasco
doing business as
Mikey's Kilted Kitchen
Exhibit C

Mobile Food Preparation Units Pamphlet

Mobile Food Preparation Units

Requirements for Mobile Food Preparation



Units

This pamphlet outlines the requirements of the California Retail Food Code (CRFC) regarding the preparation and sale of food

products from mobile food preparation units.

(1) Permit

- Each food vehicle must have its own El Dorado County health permit. The permit is to be on the vehicle at all times, posted in a conspicuous location.
- Prior to permit issuance, plan checks will be required.
- Each food vehicle must have certification of inspection from the California Department of Housing and Community Development.

(2) Plan Review

- A plan check will be required. The plan check shall include a detailed drawing of the vehicle’s construction, equipment specifications, and a written operating procedure. The El Dorado Co. Environmental Health Division will review and approve the plans prior to permit issuance.

(3) Food Safety Certification

- Each vehicle shall have an owner or employee who has successfully passed an approved and accredited food safety certification examination.
- The food safety certification is valid for 3 years after the date of issuance, and is required to be on the vehicle at all times.

(4) Food Source

- All food shall be from an approved source. Home-prepared foods are not allowed.

(5) Temperature Control

- Potentially hazardous food shall be kept at/or below 41 degrees F or at/or above 140 degrees F.
- When potential hazardous food (phf) is to be held cold, approved commercial refrigeration units must be provided. Ice chests are not allowed for the storage of phf.
- When potentially hazardous food is to be held hot, approved commercial hot-holding units must be provided.

(6) Operation

- During operation, all food is to be conveyed, held, stored, displayed, and served from the vehicle.

- When not in operation, all food products must be stored in an approved food establishment (e.g., restaurant, market, commissary, etc.). Exception: Leftover potentially hazardous foods held at/or above 135 degrees F must be discarded after each day.

- Food, food contact surfaces, and utensils must be protected from contamination at all times. Single-service utensils must be individually wrapped or in approved dispensers.
- Food condiments must be protected and individually prepackaged (or in approved dispensers).

(7) Commissary

- Vehicles must operate out of an approved commissary. A “commissary” means a permitted food establishment (e.g., a restaurant, market, etc.) in which food, containers, or supplies are stored or handled for use. A commissary is not a private home, church, private club, or other nonprofit or for-profit association. The commissary is to comply with all provisions applicable to food establishments and be used for storage, food preparation, cleaning, etc.
- Mobile food preparation units shall report to the commissary or other approved facility at least once each operating day for cleaning and servicing operations.
- A written contract between the mobile food facility and the commissary owner shall be completed and filed with El Dorado County Environmental Health.

(8) Room Finish Construction Requirements

- Floors shall be smooth, seamless, and of an approved material, and shall have a minimum 3/8th inch coving that is integral and extends up the wall at least four (4) inches.
- Walls and ceilings shall be light-colored and easy to clean.
- Lights shall be adequate in number and be protected with a shatterproof shield.
- All window openings / pass-through windows shall be screened to prevent insect entrance.

(9) Hand Washing and Utensil Washing

- A minimum of a one-compartment metal sink for the purpose of handwashing is to be provided on the vehicle. This sink shall be separate from the utensil-washing sink. Handwashing soap and single-service towels in dispensers are required.
- A minimum of a 3-compartment sink with dual integral metal drainboards, is to be provided on the

vehicle for utensil washing. The sink compartments shall be large enough to accommodate the largest utensil washed.

- A reliable supply of hot (at least 120 degrees F) and cold (less than 101 degrees F) water shall be available at all times.

(10) Equipment

- All equipment must be commercial food grade equipment complying with applicable NSF and CRFC requirements. Equipment must be constructed so as to be smooth, durable, and easily cleanable.

(11) Potable Water Tanks

- The water heater shall have a capacity of 3 gallons, or be an instantaneous heater. It shall operate independently of the vehicle engine.
- The potable water tank and delivery system are to be constructed of approved materials, provide protection from contamination, and be of a capacity equal in size with the level of food handling activity on the vehicle (minimum 30 gallons).
- The potable water tank inlet must be provided with a connection of a size and type that will prevent its use for any other services and constructed so that backflow and other contamination of the water supply tank is prevented. The exterior hose-connection valves shall be at least five feet above the ground with an approved water connection, which is attached to the vehicle.
- Hoses used to fill potable water tanks are to be made of food grade materials and handled in a sanitary manner.
- Water tanks shall be filled at the commissary (an approved water source).

(12) Wastewater Tanks

- Waste tanks are to have a minimum capacity of 50% greater than the size of the potable water tank.
- When ice is used in the storage or display of foods or beverages, an additional minimum liquid waste tank holding capacity equal to 1/3 of the volume of the ice bin shall be provided for drainage of the ice melt.
- Connections to a wastewater tank must preclude the possibility where wastewater may contaminate potable water, food, food contact surface or utensils.

All liquid waste (e.g., ice melt, hand washing, etc.) is to be drained to the sanitary sewer at a commissary or other approved location. Such waste is not to be discharged to the ground, storm sewers, or waterways!

(13) Identification Lettering

- The name, address, and telephone number of the owner, operator, permittee, business name, or commissary must be permanently placed on at least two sides of the vehicle. Lettering is to be legible, clearly visible, and of a color contrasting with the vehicle exterior. The name must be in letters at least 3” high with strokes of at least 3/8” width. Letters and numbers for address and telephone number are to be at least 1” high.

(14) Occupied Vehicles

- Mobile food facilities that are occupied during normal business operations shall have a clear unobstructed height over the aisle-way portion of the unit of at least 188 cm (74 inches) from floor to ceiling, and a minimum of 76 cm (30 inches) of unobstructed horizontal aisle space.

(Vehicles under El Dorado County permit before January 1, 1996, are exempt from this requirement).

(15) Mechanical Exhaust Ventilation

- Mechanical exhaust ventilation equipment shall be provided over all cooking equipment as required to effectively remove cooking odors, smoke, steam, grease, and vapors, and shall be installed and maintained in accordance with the Uniform Mechanical Code. Approved grease filters or other means of grease extraction are required.

(16) Restrooms

- Approved restroom facilities, with adjacent hand washing facilities, are to be located within 200 feet of the vehicle whenever it is stopped to conduct business for more than a one-hour period.

Kelly Rasco
doing business as
Mikey's Kilted Kitchen

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Licensee's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

12/05/2023

Date

Mikey's Kilted Kitchen

Type or write name of company

Kelly Rasco

Kelly Rasco (Dec 5, 2023 10:58 PST)

Signature of authorized individual

Kelly Rasco

Type or write name of authorized individual