

8.04.425 - Shared Kitchen Complex.

"Shared kitchen complex" means a food facility as defined under the California Retail Food Code or a food processing establishment as defined under the California Wholesale Food Code, or both, that is used as a place of business for the exclusive purpose of providing commercial space and equipment to multiple individuals or business entities which commercially prepare or handle food that will be offered for sale. For purposes of this provision, "commercially prepare or handle" shall include, but shall not be limited to, the making, cooking, baking, mixing, processing, packaging, bottling, canning or storing of food, and other necessary or related activities thereto.

(Ord. 2015-0065 § 3, 2015; Ord. 2011-0042 § 44, 2011.)

8.04.428 - Shared Kitchen Complex Tenant, Retail Food Operator.

"Shared kitchen complex tenant, retail food operator" means an individual or business entity operating within a shared kitchen complex whose business is limited to the retail sale of food products. A shared kitchen complex tenant retail food operator shall be permitted to prepare food for sale or service at a location other than the shared kitchen complex, including but not limited to catered events, community events and trade shows. A shared kitchen complex tenant retail food operator shall comply with all equipment, food safety, and public health requirements set forth in applicable state and local laws, regulations, and ordinances when conducting those activities set forth in Section 8.04.425 within a shared kitchen complex.

(Ord. 2015-0065 § 4, 2015.)

8.04.430 - Shared Kitchen Complex Tenant, Wholesale Food Processor.

"Shared kitchen complex tenant, wholesale food processor" means an individual or business entity operating within a shared kitchen complex who is authorized by the County health officer to conduct one of the following food processor businesses: (a) wholesale only, or (b) wholesale and retail. A shared kitchen complex tenant wholesale food processor may prepare food for sale or service at another location. A shared kitchen complex tenant wholesale food processor shall be permitted to prepare food for sale or service at a location other than the shared kitchen complex, including but not limited to catered events, community events, and trade shows. A shared kitchen complex tenant wholesale food processor shall be permitted to prepare and package food for sale to third party distributors, wholesalers, and other permitted food facilities. The shared kitchen complex tenant wholesale food processor shall comply with all equipment, food safety, and public health requirements set forth in applicable state and local laws, regulations, and ordinances when conducting those activities set forth in Section 8.04.425 within a shared kitchen complex.

(Ord. 2015-0065 § 5, 2015; Ord. 8609 Art. 1 § 5, 1964.)

Chapter 11.09 - **SHARED KITCHEN COMPLEX**

Sections:

11.09.010 - Definitions.

The following words and phrases shall apply to this Chapter, irrespective of their use in other Chapters of Division 1 of this Title.

- A. "Secured food processing station" means an enclosed room within a shared kitchen complex used by a shared kitchen complex tenant wholesale food processor pursuant to Section 11.12.110 of the Los Angeles County Code. A secured food processing station shall include one or more food preparation tables, a hand wash sink, a food preparation sink, when applicable, a ware washing sink, cooking equipment, and food storage space. A shared kitchen complex shall not allow multiple shared kitchen complex tenants wholesale food processors to occupy a single secured food processing station simultaneously. Each secured food processing station is to be occupied exclusively by only one shared kitchen complex tenant wholesale food processor pursuant to a lease or other written arrangement for the term of that lease or other written arrangement.
- B. "Shared kitchen complex manager" means the individual responsible for managing a shared kitchen complex, as defined in Section 8.04.425 of the Los Angeles County Code, to ensure compliance with all applicable federal, state, and local laws, regulations, and ordinances.
- C. "Standard sanitary operating procedures" means written responsibilities and procedures for the operation of a shared kitchen complex, as defined in Section 8.04.425 of the Los Angeles County Code. The standard sanitary operating procedures shall identify the responsibilities of the shared kitchen complex manager and of the shared kitchen complex tenants for the following operational aspects of the shared kitchen complex, including each secured processing station:
 - 1. Cleaning and sanitizing procedures for food equipment and utensils;
 - 2. Proper storage of food product, utensils, and equipment;
 - 3. Checking and recording of temperatures of refrigeration units and of hot water;
 - 4. Reporting required maintenance;
 - 5. Cleaning and maintenance of common or shared areas including but not limited to restrooms, storage areas, cooking equipment, hood systems, and warewashing sinks;
 - 6. Providing and scheduling commercial pest control; and
 - 7. Any other guidelines, orders, regulations or directives issued by the County health officer.

(Ord. 2015-0065 § 9, 2015.)

11.09.050 - Shared Kitchen Complex Manager—Duties.

A shared kitchen complex manager shall have the following duties:

1. Ensure that any shared kitchen complex tenant complies with all applicable federal, state, and local laws and regulations pertaining to equipment and food safety requirements, including, but not limited, to those set forth in the California Health & Safety Code and the Los Angeles County Code.
2. Ensure that any shared kitchen complex tenant has a valid public health permit prior to occupying space within a shared kitchen complex.
3. Maintain a Person in Charge at the shared kitchen complex during operating hours as a point of contact for the County health officer and each shared kitchen complex tenant.
4. Ensure food contact surfaces of equipment shared by the shared kitchen complex tenants are cleaned and sanitized between use by each such tenant.
5. Ensure the shared kitchen complex conforms to sanitation requirements set forth in the Los Angeles County Code and the California Retail Food Code, as applicable.
6. Develop written standard sanitary operating procedures, as specified in Section 11.09.010 C.
7. Maintain on file or otherwise make immediately available at the shared kitchen complex the following records:
 - a. a list of all shared kitchen complex tenants and their contact information;
 - b. for each such tenant, a copy of the food products approved for preparation, sale and/or service by the County health officer;
 - c. list of all food allergens known to be processed and/or handled within the shared kitchen complex;
 - d. for each shared kitchen complex tenant, the name of such tenant's full-time employee holding a valid Certified Food Protection Manager certificate and copies of the California Food Handler Cards for all other of such tenant's employees responsible for handling food or cleaning equipment;
 - e. a copy of each executed lease or written agreement with each shared kitchen complex tenant; and
 - f. a copy of each shared kitchen complex tenant's current public health permit.
8. Provide dry and refrigerated storage space adequate for each shared kitchen complex tenant's storage needs.

(Ord. 2015-0065 § 9, 2015.)

11.09.100 - Shared Kitchen Complex Tenant, Retail Food Operator—Duties.

A shared kitchen complex tenant, retail food operator, as defined in Section 8.04.428 of the Los Angeles County Code, shall have the following duties:

1. Comply with all applicable equipment and food safety requirements set forth in this chapter and in the California Retail Food Code.
2. Acknowledge receipt of and comply with the standard sanitary operating procedures for the shared kitchen complex.
3. Secure all personal equipment and food product in the designated storage areas provided by the shared kitchen complex upon completion of food preparation and cleaning activities.
4. Report to the shared kitchen complex manager all cleaning required in common or shared areas and maintenance required to all common or shared equipment.
5. Report to the shared kitchen complex manager any food allergens handled and/or processed within the facility.
6. Label all food products packaged for sale or consumption with a statement that the food was prepared in a food facility where known food allergens are used.
7. Schedule access to the shared kitchen complex with the complex manager.
8. Obtain food from approved sources.
9. Conform to a menu approved by the health officer.
10. Have a valid public health permit or a copy thereof when onsite.
11. Keep and maintain on file at the shared kitchen complex the following records:
 - a. A Certified Food Protection Manager certificate, within sixty (60) days of receiving approval to operate within a shared kitchen complex; and
 - b. California Food Handler Cards for all food employees who do not hold a Certified Food Protection Manager certificate, within thirty (30) days of receiving approval to operate within a shared kitchen complex.

(Ord. 2015-0065 § 9, 2015.)

11.09.150 - Shared Kitchen Complex Tenant, Wholesale Food Processor—Duties.

A shared kitchen complex tenant, wholesale food processor, as defined in Section 8.04.430 of the Los Angeles County Code, shall have the following duties:

1. Comply with all applicable federal, state, and local laws and regulations pertaining to equipment and food safety, including but not limited to those set forth in the California Health and Safety Code and the Los Angeles County Code.
2. Comply with the standard sanitary operating procedures for the cleaning and sanitizing of all food contact surfaces, non-food contact surfaces, and utensils.
3. Secure all personal equipment and food product in the designated storage areas provided by the shared kitchen complex upon completion of food preparation and cleaning activities.
4. Report to the shared kitchen complex manager all cleaning required in common and/or shared areas and maintenance required to all common or shared equipment.
5. Report to the complex manager any food allergens handled and/or processed within the shared kitchen complex.
6. Follow all federal label requirements and guidelines.
7. Schedule access to the shared kitchen complex with the complex manager.
8. Ensure food is from approved sources.
9. Conform to the menu/food product(s) approved by the County health officer and/or State and federal regulators.
10. Have a valid public health permit, State and/or federal license or a copy thereof when onsite.
11. Keep and maintain on file at the secured food processing station the following records:
 - a. Certified Food Protection Manager certificate, within sixty (60) days of receiving approval to operate within a shared kitchen complex.
 - b. California Food Handler Cards for all food employees who do not hold a Certified Food Protection Manager certificate, within thirty (30) days of receiving approval to operate within a shared kitchen complex.
12. Comply with any other responsibilities deemed necessary by the County health officer for the protection of public health and safety.

(Ord. 2015-0065 § 9, 2015)

Shared Kitchen Complex Tenant Operator Permit Fees

Fiscal Year July 2016 - June 2017

Retail quarterly shared tenant operator permit:

\$48 **per quarter** (1st quarter of the new fiscal year valid 7/1/16 – 9/30/16; 2nd quarter valid 10/1/16 – 12/31/16; 3rd quarter valid 1/1/2017 – 3/31/2017; 4th quarter valid 4/1/2017 – 6/30/2017)

Retail Annual shared tenant operator permit:

\$130 per fiscal year (valid July 1, 2016 to June 30, 2017)

Wholesale quarterly shared tenant operator permit:

\$96 **per quarter** (1st quarter of the new fiscal year valid 7/1/16 – 9/30/16; 2nd quarter valid 10/1/16 – 12/31/16; 3rd quarter valid 1/1/2017 – 3/31/2017; 4th quarter valid 4/1/2017 – 6/30/2017)

Wholesale Annual shared tenant operator permit:

\$193 per fiscal year (valid July 1, 2016 to June 30, 2017)