

**TABLE OF CONTENTS**

STATEMENT OF PURPOSE, IMPLEMENTATION & ENFORCEMENT ..... 1

DEFINITIONS..... 1

APPLICATION PROCESS ..... 2

ADMISSION TO MARKET ..... 3

MEMBERSHIP ..... 3

LICENSES, PERMITS & INSURANCE ..... 4

ONSITE MARKET INFORMATION, WHAT YOU NEED TO KNOW FOR YOUR MARKET DAY ..... 5

ABSENCES ..... 7

FOR ALL MEMBERS ..... 8

SPECIFICS FOR AGRICULTURAL PRODUCERS TYPE MEMBERS..... 14

SPECIFICS FOR NON-AGRICULTURAL TYPE MEMBERS..... 16

NON-AGRICULTURAL PRODUCTS:..... 16

SPECIFICS FOR TEMPORARY FOOD FACILITIES ..... 16

VIOLATIONS, SANCTIONS AND APPEAL PROCESS..... 17

THE BOARD OF DIRECTORS..... 18

MARKET SAFETY PROGRAM..... 19

COVID-19 ADDENDUM..... 20

AIR QUALITY ADDENDUM ..... 22

## Statement of Purpose, Implementation & Enforcement

The purpose of Contra Costa Certified Farmers' Markets, Inc. (CCCFM) is to operate Certified Farmers' Markets in Contra Costa County in accordance with all applicable laws, ordinances and regulations (Applicable Laws) for the mutual benefit of producers of certifiable agricultural products, non-certifiable agricultural products, and non-agricultural products that are offered for sale directly to consumers without the intervention of middlemen. All agricultural products sold at the markets are subject to federal and state marketing orders, laws, rules and regulations, and local health and safety laws, regulations, and ordinances.

Under the California Department of Food and Agriculture, the County Agriculture Commissioner certifies qualifying markets as direct marketing outlets for Certifiable Agricultural Producers to sell their products *directly* to the general public. All certifiable agricultural produce must meet applicable quality standards but does not have to meet the usual size for standard pack, labeling, and container requirements.

CCCFM may introduce additional non-certifiable agricultural products and non-agriculture products to enhance and strengthen the uniqueness of what is offered at the Certified Farmers' Markets it operates. The direct marketing philosophy applies to all members. Even though these products may not be regulated by the State Direct Marketing regulations. **Members may not resell any products produced by others.**

CCCFM established, maintains and manages a number of certified farmers' markets in Contra Costa County. It does this by enforcing applicable governmental rules and regulations, and by establishing and enforcing these Governing Rules in a fair and equitable manner in order to facilitate an effective and efficient sales outlet for our members and consumers.

CCCFM is governed by California law, including portions of the Food & Agricultural and Health & Safety Codes. In enforcing these California Codes and other laws, CCCFM may turn over evidence of violations to the appropriate authorities, including but not limited to County Agricultural and Environmental Health Inspectors, and Contra Costa Fire Protection.

## Definitions

1. Agricultural Member
  - a. May be referred to as Certified Producers or Growers.
  - b. Also includes Producers' of non-certifiable agricultural products such as meat, poultry or cheese.
  - c. Participate and have selling privileges at one or more CCCFM markets.
  - d. Membership is applied for and reviewed for approval annually.
  - e. Are subject to the annual membership fee.
  
2. Non-Agricultural Member
  - a. May be referred to as a Temporary Food Facility, Food Producer, Artisan Producer, or Crafter.
  - b. Participate and have selling privileges at one or more CCCFM markets.
  - c. Membership is applied for and reviewed for approval annually.
  - d. Are subject to the annual membership fee.

3. Community Member
  - a. Those who support the purpose of CCCFM
  - b. May include, CCCFM Board Members, Non-profit Groups, and local Business Sponsors, and City Representatives.
  - c. Do not have selling privileges
  - d. Are not members, as defined in Section 5056 of the California Nonprofit Public Benefit Corporation Law, as amended (the “Nonprofit Corporation Law”). CCCFM may from time refer to these members of the Community as “Community Members”, but such persons shall not be members within the meaning of Section 5056 of the Nonprofit Corporation Law.
  - e. Membership fee is not applicable.
  
4. Entertainers
  - a. May include, musicians, face-painters, balloon artists, and henna artists.
  - b. Are invited participants and scheduled by and at the discretion of CCCFM staff.
  - c. Do not have selling privileges, may charge for services and/or solicit tips with approval.
  - d. Are not members of CCCFM, as defined in Section 5056 of the California Nonprofit Public Benefit Corporation Law.
  - e. May be asked to apply for participation in order to maintain contact information as well as required licensing and/or insurance.
  - f. Membership fee is not applicable; however, an application fee may be required.

### **Application Process**

Applicants may apply to a market for the applicable annual season.

**Members must apply for membership annually. Approval is not guaranteed.**

Applications submitted by and signed only by Producer’s themselves will be considered. Staff or other representatives may not submit an application on behalf of a Producer/Farmer/Owner.

Approval of application shall be limited to the duration of the market’s annual season.

Market dates are subject to change. CCCFM reserves the right to decide to open/close for Holidays, inclement weather, air quality, or other safety concerns.

Steps to Apply:

1. Create your online account: Visit the CCCFM website at [www.cccfm.org](http://www.cccfm.org) and apply via the [www.managemymarket.com](http://www.managemymarket.com) link. Create an account or log in to your existing account. Ensure your contact information is accurate and any links you provide are operational. Complete your product list, uploading photos of your product is encouraged and helpful as are pictures of your set up.
2. Apply: Use the prompts and be sure to provide as much information and as many photos as possible. Incomplete applications may not be reviewed and cause delay. Once your application is received an invoice will be emailed to you for the application fee of \$55. You will

be prompted during the application process to add a credit or debit card to your account, this will be used to charge the application fee, as well as, subsequent fees that may be due if approved. CCCFM may request samples of your product and those samples may be delivered to management by pre-arrangement.

\*Application fees for applicants with past participation may be waived.

3. Upload licenses pertaining to your unique business.
4. Check Application Status: Your application status will be updated throughout the review and you will be notified via email. Initial review is typically 10 business days but often takes longer. You may check the status of your application at any time by logging into your ManageMyMarket.com account.

### **Admission to Market**

Admission to sell at each market shall be at the sole discretion of the Executive Director of CCCFM, or his or her delegate. In making the determination the following will be carefully considered:

- Customer demand for the product and the applicant's ability to produce.
- Applicant's negative or positive history of compliance with state, local government and market rules and regulations.
- Applicant's history of market participation.
- Space availability.

\*Admission limitation - A member's participation may be limited to a portion of an annual market season. This limitation may be based on the nature of seasonality (ie: agricultural seasons) or confined by the Market Manager for reasons of space limitations.

Upon approval, the applicant will be auto charged the \$185.00 membership fee per annual season. The membership fee is not prorated and the full amount is due regardless of the number of markets at which a member sells. Late payments shall be assessed an administrative late fee of \$55. Membership fees are nonrefundable for any reason.

Product approval, all products sold at the market must be approved by CCCFM management at its discretion. This includes products submitted with the initial application and those which may be added during the annual market season. Additions to the product list held online in the member's account may be made at any time, however new products may not be offered for sale at the market until approved. Admission of a product may be conditioned by period of sale, location of sale, variety, quality and other specific limitations.

An established member aggrieved by a product approval may appeal using the process

### **Membership**

CCCFM is organized as a California nonprofit mutual benefit corporation. Such corporations are governed by California Corporations Code Sections 7110 – 8910.

1. 15 days prior notice shall be given in the case of a membership expulsion or termination and the reasons therefore.\*
2. Members will have an opportunity to be heard in writing, not less than five days before the effective date of a membership expulsion or termination by the Board of Directors.
3. A change of ownership and/or a name change shall require a new association application. The annual membership fee is non-transferrable. No guarantee on approval is made for new applicants.

\*A Member's selling privileges as to one or more markets may be suspended effective immediately. Such a suspension does not constitute a membership suspension or expulsion. A member's selling privileges may be suspended concurrent with an appeal process. A membership expulsion or termination automatically applies to all markets for the remainder of the annual membership, and is generally reserved for more significant or egregious situations, repeated violations of these rules or Applicable Law, or a failure to pay membership or related fees.

### **Licenses, Permits & Insurance**

Members must show that all processing was accomplished under safe and sanitary conditions and, if applicable, furnish any and all permits that are necessary, including but not limited to county and state issued permits, registration and licenses.

Examples of licenses may include:

- a. Current Certified Producer's Certificate (applicable to Farmers).
- b. Organic Certification
- c. Health Department Certificate
- d. Vehicle Insurance Card
- e. Processed Food Registration
- f. Cottage Food License

\*Licenses vary according to the products you are approved to bring to market and not all licenses will apply to you.

If approved Insurance is required. Members must at all times while selling at a CCCFM market, have and maintain in force and effect a current insurance policy(s) as follows. It is the member's responsibility to ensure current insurance is on file with CCCFM at all times.

- a. Commercial General Liability with limits equal to or greater than \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate/2,000,000 Products & Completed Operations (or included)/ \$100,000 Damage to Rented Premises/ \$5,000 Medical Expense.
- b. CCCFM must be named as an Additional Insured ( CCCFM Inc., its directors, officers, employees and volunteers) and provide the completed Acord certificate with endorsement CG2011 (01-96) or its equivalent attached.
- c. Provide a Certificate of Insurance (COI) as well as Additional Insured Endorsement with the required coverage limits prior to participation. This should be uploaded by the member to

their online managemymarket account and must be kept up to date during the market's annual season.

- d. Provide Evidence of Automobile Insurance
- e. Provide Evidence of Workers Compensation Insurance if the member has employees.

Certificate Holder should read as follows:

CCCFM Inc.  
1155C Arnold Drive #276  
Martinez, CA 94553.  
certs@cccfm.org

### **Onsite Market Information, what you need to know for your Market Day**

1. Selling Space:
  - a. The Market Manager assigns stalls and may re-assign without notice if necessary. The Market Manager's decision is final and not subject to appeal.
  - b. A single stall is approx. 10' x 10' (geographical limitations may impact actual space available for use, this includes planter boxes).
  - c. Selling Space may appear long or wide as necessary for market filling and flow at the discretion of the Market Manager.
2. Stall Fee
  - a. CCCFM stall fees may vary according to market location, see schedule below.
  - b. Stall Fee shall not be adjusted or changed in any way because of assigned space. (i.e., fee will not be lowered because the member feels its selling space is not as good as another or for any other reason).
  - c. New members will be assigned a stall before the market. The Market Manager has the final say on the assignment of stalls.
  - d. Based on a variety of factors, the Market Manager may re-assign a Stall Space. This is only done when absolutely necessary to do so.

\*Stall Fees include a State mandated assessment of \$2.00 per participant per market day. CCCFM collects, tracks and pays these quarterly to the California Department of Agriculture.

#### Walnut Creek

Single: \$53 for stall fee + \$2 CDFA = \$55

Stall and Half: \$73 for stall fee + \$2 CDFA = \$75 -\$6.50 discount applied\*

Double: \$98 for stall fee + \$2 CDFA = \$100 -\$8 discount applied\*

Triple: \$153 for stall fee + \$2 CDFA = \$155 -\$10 discount applied\*

## Orinda

Single: \$48 for stall fee + \$2 CDFA = \$50

Stall and Half: \$63 for stall fee + \$2 CDFA = \$65 -\$9 discount applied\*

Double: \$88 for stall fee + \$2 CDFA = \$90 -\$8 discount applied\*

Triple: \$123 for stall fee + \$2 CDFA = \$125 -\$21 discount applied\*

### 3. Market Days & Times

- a. Market Cancellation: The Market will be cancelled in the event of any conditions that CCCFM and/or it's landlord deems to be unsafe. When weather, communicable disease or civil unrest prevents the operations of a market we will communicate regularly with members and nearby businesses about the status of the market. CCCFM will provide as much notice as possible. If the Market is cancelled for any reason, members are prohibited to sell at the site of the Market that day.
- b. The regular market days and times are scheduled to be as follows:
  - i. Orinda: Saturdays 9am-1pm, January-December
  - ii. Walnut Creek: Sundays 9am-1pm, January-December

### 4. Market Setup and Opening

- a. Members must arrive a minimum of one (1) hour before the published market opening time.
- b. Vehicles moving within the market must be driven at no more than 10 miles per hour and must have their windows down. Vehicles are not allowed to be moving within the market for 45 minutes prior to the published market opening time.
- c. Vehicles cannot come into the market 45 minutes prior to the published market opening time.
- d. Vehicles off loading and parking outside the market, must be out of the market by 45 minutes prior to the published market time.
- e. Vehicles that will stay in the market, must be parked by 45 minutes prior to the published market time.
- f. Members must be fully set up and ready to sell by the published market opening time.
  - i. Additional guidelines on market stall set up can be found below in the Specifics For All Members section

### 5. Off/On Loading

- a. Members who drop-off or off-load and park their vehicle away from the actual market must adhere to the following:
  - i. Arrive at the assigned stall, park your vehicle as far from the center of the roadway as possible to allow passage of other Producers.
  - ii. Do not block crossworks, sidewalks or EMS access points.
  - iii. Immediately unload all set-up and products. Do not begin to set up your stall while off-loading.

- iv. Park in designated parking only, do not park in neighboring business lots, loading docs/zones or other private property areas without specific permission.
- v. Park your vehicle and return to set up your stall.
- vi. Completely tear-down *before* bringing your vehicle into the market area to reload.

#### 6. Late Arrivals

- a. Members that arrive after the published market opening time, may be turned away, based on the discretion of the Market Manager

#### 7. Early Departures

- a. Members may not pack up during market hours. If a member sells out of product prior to market close, they are still expected to continue to have their tents fully set up until market close.
- b. Members may not leave a market for any reason except in the case of an emergency; if done so, reasonable effort must be made to notify the Market Manager.

#### 8. Market Close and Clean up

- a. Sales shall end and clean-up shall begin at the official closing time; you may not serve customers after 1:00pm. **NO EXCEPTIONS.**
- b. Members caught selling after 1pm may be cited for a rule infraction and a fine may result.
  - i. \*This is a safety issue so will be strictly enforced.
  - ii. Customers need time to clear the market. If you continue to sell, they stay, we need your help to clear customers quickly, please direct them to walk on the sidewalk not in the street. Customers with complaints may be directed to the Information Booth.
- c. After 1:20pm, slowly and with caution, vehicles parked in the market may begin to exit and vehicles parked off site may now begin to enter. Vehicles must not be driven faster than 10 miles per hour and windows must be down while moving within the market
  - i. \*Be aware, your Market Manager may delay this time at discretion for safety.
- d. Members must pack up within one hour after the published closing time of the market.
- e. All dropped off products and equipment must not block any road, sidewalks or driveways, and must be picked up as soon as possible after the market closing.

Be patient with CCCFM Staff and your fellow members, safety is the priority and is everyone's responsibility

### Absences

The integrity of each market is maintained by regular participation.

- 1. Members are required to communicate with the Market Manager as soon as they know they will be absent. Failure to communicate an absence to the Market Manager a minimum of one hour prior to market start time shall be assessed a "No Call/No Show" fee of an amount equal to the regular weekly stall fee. \*This applies to assigned stall spaces exceeding one space.



- Members are allowed three (3) absences for any reason per their approved annual market season. Notification must still be made to the Market Manager otherwise a “No Call/No Show” fee may be assessed. Excess absences will be charged at the member’s regular stall fee rate.

Any Member who has excessive allowable absences will be reviewed for continued market participation.

- Members should keep stall fee receipts for their records and may be asked to produce them in a situation where there is a disagreement between CCCFM and Member as to the history of absences. If the Member is unable to show proof of stall fee payment, the Market’s Manager’s record shall be relied upon to resolve the conflict.

### Approved Leave of Absence

- Should a matter arise that requires a member to be absent from the market for a known amount of time, (whether consecutive or not) he/she may submit in writing a request for a Leave of Absence.
- An approved Leave of Absence will exempt members from excessive absence fees. It is understood that the members will use their allowable absences, if available, before an approved leave of absence should begin.
- Note, CCCFM must maintain a full marketplace in order to cover expenses of operation. Leaves of Absence are considered carefully and only for a limited amount of time.

### **For All Members**

#### Conduct

- All members shall refrain from making any statement or taking any action that is offensive, abusive, or otherwise inappropriate to a customer, Executive Director, Market Manager, market staff person, attending producer, sponsor, or any official from a city, county or state agency conducting business within the market area, as determined by the Executive Director or Market Manager. All such conduct will be considered a violation of these rules.
- A member is responsible for the actions, including maintaining acceptable Producer-customer relations, of its representatives, employees, and anyone at their stall.
- Unreasonable or outrageous conduct considered detrimental or prejudicial to the purposes and interests of the market is in violation of these Rules and Regulations.

#### Inspections

- If a member is cited by the Department of Agriculture or the Environmental Health Department, it shall be solely responsible for all fines. Failure to appear for an inspection or infractions that cause re-inspections resulting in fees of any kind, the member shall be responsible for the re-inspection fee.

2. When selling at the markets, the member and the member's products shall comply and abide with the regulations and applicable requirements set by the California Uniform Retail Food Facilities Law, and the California Sherman Food, Drug and Cosmetic Law, which is provided and enforced by the Contra Costa Environmental Health Department.

### Communicating with Management

1. If a Member's schedule is by pre-arrangement/on-call, it is their responsibility to notify the Market Manager of intent to sell. Failure to do so within 12 hours will result in loss of selling privileges for the scheduled market day.
2. Communication with CCCFM is essential, failure of a member to promptly return phone calls, reply to emails, provide paperwork and pay fees is an infraction. If management has not received productive communication from a Producer after 30 days, the Board may initiate the process for terminating membership.

### Market Stall Set Up

1. Identification Signs
  - a. Members must display a banner/ sign identifying their name or the name of their establishment and the city or town where production occurs. Other signs posted by members are subject to approval of the Market Manager.
2. Stall Shelters, Displays and Customer Flow
  - a. All shades and shelters must be tied down at all times with weights and completely secured or be subject to immediate removal.
  - b. All display table frontage must be behind the set line designated by the Market Manager. No boxes or produce displays may extend into the common customer traffic aisle way.
  - c. Members who display produce products on a side table must allow at least 24 inches of side aisle in their member's space for customer entry and exit.
  - d. Tables and other display fixtures must be sturdy, stable and not overloaded.
3. Stall Cleanliness
  - a. All produce and containers of produce must be kept at least 6 inches above the ground
  - b. Before any sales transactions are allowed, the Members area must be cleared and cleaned of any produce trimmings or debris of any type.
  - c. Absolutely no rubbish of any type will be allowed on the stall grounds, the consumer area directly surrounding the stall. Or in any other contiguous area that could constitute a health or safety issue.
  - d. Area in and around a member's stall(s) must be kept in a clean and sanitary condition.
    - i. This includes sweeping and picking-up debris so as not to present a slip/trip hazard periodically throughout the sales day.
  - e. Requests for a cleanup will be acted upon in a timely manner. All members shall provide their own cleaning materials and waste receptacles.
4. Handwash Stations

- a. Members must have a handwashing station at their stall. The station needs to have a vessel that allows for continuously flowing water, soap, as well as a bucket with a removable lid to catch the water used while washing hands.
  - b. At the end of market day, vendors must take the wastewater back to their place of business (farm, commercial kitchen, etc.) for disposal. Please do not dispose of the water onsite in the landscaping
5. Bags and Litter
- a. Members using plastic bags for the convenience of their customers shall ensure that these bags do not litter the market under windy conditions. Single use, T-shirt style plastic bags are banned in accordance with local ordinances.
  - b. Members should encourage customers to bring reusable, washable bags.
  - c. Before a member may leave the market, both the stall space and the surrounding area must be totally free of any produce and debris.
  - d. CCCFM does not provide garbage service to Members. CCCFM garbage cans and recycling cans are provided for customer use only. Speak with the manager, if there is a special need.
6. Disposal of Trash, Cooking Oil and Wastewater
- a. All members shall provide their own cleaning materials and waste receptacles. All trash must be removed by members and taken back with them. A fine will be issued for waste left onsite or in public/city/CCCFM owned containers.
  - b. All members that are cooking using oil and/or have wastewater must take it off site back to their place of business (farm, commercial kitchen, etc.) for disposal. Under no circumstances can anything be dumped in nearby landscaping.

## Health and Safety

1. Smoking
  - a. Members are prohibited from smoking in the market and within 100' of the market area.
2. IRQ (Ingredients, Responsibility, Quantity) labeling is required where applicable.
3. No live animals, birds or fowl may be kept or allowed within 20 feet of any area where food is stored or held safe.
4. Sampling: the distribution of samples for the public may be allowable and approved by the local health authority.
  - a. Members will ensure safe, unadulterated samples that are prepared in compliance with County Environmental Health and/or County Department of Food & Agriculture.
  - b. Samples must be kept in approved, clean covered containers and kept so that the public may not freely handle them.
  - c. Additional Sampling Guidance for Agricultural Members
    - i. Sampling Setup
      1. Any cutting and distribution of produce samples must be done under a tent, canopy, or other overhead covering
      2. A clean and separate preparation/wash station will be used to prepare samples. This station must include at a minimum:

- a. a separate table
    - b. a washing station as well as adequate potable water to cover the washing of fruit and other produce intended for consumption
    - c. a means of washing utensils including soap and rinse and catch basin (at least 5 gallons)
  3. Cutting surfaces must be smooth, nonabsorbent and easily cleaned.
  4. Members shall wear clean disposable gloves approved for food handlers and changed frequently.
    - a. Money must not be handled by the gloved hand.
  5. Utensils and cutting surfaces must be washed and sanitized (use a chlorine solution of one teaspoon or capful of liquid bleach per gallon of water) so as to be wholesome and safe for consumption and as per established health codes
- ii. Preparation of Samples
  1. Samples must be kept in approved, clean covered containers and kept so that the public may not freely handle them.
  2. Keep samples in clean covered containers and unused portions will not be held longer than 2 hours after cutting.
  3. Perishable samples (cut produce, etc.) will be stored and displayed on ice so that the temperature of the product remains at or below 41 degrees F.
    - a. Holding temps will be monitored by the Market Manager.
    - b. All items found to be stored at temps higher than prescribed will be removed and not offered for sale or sample.
  4. Dispose of the pits, peels, food waste and rubbish in leak proof garbage receptacles with close-fitting lids.
- iii. Distribution of Samples
  1. Food samples shall be distributed by you and/or your market staff in a sanitary manner.
    - a. Clean disposable gloves must be worn while cutting and passing out samples.
    - b. You must provide toothpicks, tongs or other serving devices to distribute samples; include a trash receptacle
    - c. Under no circumstance will customers be allowed to "self-serve samples"
    - d. Under no circumstances will **"KNIFE EDGE SAMPLING"** be permitted.
- d. Additional Sampling Guidance for Non Agricultural Members
  - i. In order for Non Agricultural Members to provide samples, the following guidelines must be followed:
    1. Clean disposable gloves must be worn while passing out samples.
    2. Samples are individually pre-packaged at an approved facility OR
    3. Samples are dispensed in a manner that would not require hand washing or utensil washing:
      - a. Use of squirt type (ketchup) bottles to sample sauces and spreads in conjunction with sealed bread, breadstick and crackers

- b. Pouring drink from freshly opened bottles/can into disposable sample containers
- ii. Please note: Sampling in a manner that requires hand washing or utensil washing, (cutting/preparing samples onsite, etc.) will require a Temporary Food Facility Permit, including a fully enclosed tent as well a full hand wash/sanitation setup per Contra Costa Health department regulations.

## Ethics

1. Members shall guarantee their products. They will conduct themselves in a respectable manner and will adopt the policy that the customer is always right when dealing with customer disputes

## Selling Practices

1. Organics
  - a. All products grown, produced, or processed as organic must be labeled according to the requirements of the Organic Food Production Act of 1990.
  - b. Organic products must be registered with the California Department of Food and Agriculture. Registration must be prominently displayed.
  - c. In addition, products requiring certification by a USDA accredited certification agency must also prominently display the certification seal.
  - d. All products being sold as "Organic" must have both a State Registration as well as be certified by a third party organic certifier\*.
  - e. Proof of both must be current and on file with CCCFM as well as displayed for inspection at the market booth.
    - i. \*Some exceptions for third party certification exist, check with the Market Manager if you think you qualify.
2. Deceptive Pricing
  - a. All prices must be clearly and individually posted
  - b. Collusion among growers to raise prices, or any attempt to influence increased prices is prohibited. Bargaining by/with the customers is allowable.
3. Price Dropping: (Relocated Section)
  - a. The price posted in the morning must be the same price as advertised for the entire market day.
  - b. Members may negotiate with individual customers but advertising a price drop is prohibited. As in, Members are not allowed to change the price on displayed signs, and Members cannot introduce new signs, displaying a discounted price, part way through the market day.
    - i. This policy allows Members to compete on quality, taste and the relationship built with customers. CCCFM values the hard work Members put into growing and harvesting as well as the effort that customers make to shop early, all customers deserve the same price and Members deserve to set a price that is sustainable. This policy will be enforced onsite, infractions may come with fines and could escalate to suspension of selling privileges if multiple infractions are recorded.

#### 4. Merchandise

- a. Logotype merchandise sold for sale (i.e., “swag,” such as bags, sweaters, mugs, and the like) are allowable for sale only by Non-Certified Agricultural Producers.
  - i. The Market Manager must approve all items for sale and may limit the amount allowable for sale. All items offered for sale must be approved before being brought to market, new items must be submitted and wait for approval before being offered for sale.
- b. Other merchandise for the purpose of marketing may be given to customers as “freebies” or “give-a-ways” by both Agricultural and Non-Agricultural Producers.
  - i. The Market Manager must approve all items to be gifted and is free to limit the amount allowable and the timeframe allowable for such a promotion.
  - ii. The Market Manager must approve all items for sale and may limit the amount allowable for sale. All items offered for sale must be approved before being brought to market, new items must be submitted and wait for approval before being offered for sale.

#### Additional Onsite Conduct Guidelines

1. Noise, Disturbance and Intrusion
  - a. No radios are allowed to be played during market hours. No loud shouting to promote the product is allowed.
  - b. All product promotion must occur within the space assigned to the member and not in any common area. Disruptive activity and action in the market is prohibited.
2. Clothing Attire
  - a. Members and all participants must wear proper, decent clothing and closed-toe shoes while on the market premises.

#### Gifts

1. CCCFM Staff may accept gifts from members, limited to items on the member’s approved product list. Value of any gift should not exceed \$25. Members are never under any obligation to provide gifts to CCCFM staff or volunteers.
2. Members shall not offer gifts to CCCFM staff, and CCCFM staff shall not solicit or receive gifts, in order to influence market-related decisions or to secure favor for any reason.

#### Auto Charges & e-Invoicing

An automatic charge allows CCCFM to charge your credit/debit card automatically for fees and/or fines due. When you apply to a CCCFM market you will be asked for consent to charge the card you place on file for fees incurred during the season unless you withdraw permission. To withdraw permission please email [staci@cccfm.org](mailto:staci@cccfm.org)

CCCFM will endeavor to notify you via email when an automatic payment has been processed. If a charge is made and an email is not received, please contact your Market Manager. Auto

Charges may include application, membership, permit, stall or other membership or market related fees or fines.

CCCFM may also use e-invoicing to bill (or send a receipt) for application, membership, permit, stall or other membership or market related fees. You agree to receive your invoices/receipts electronically, via email at the address we have for you on file. Invoices and payment history shall generally be made available to you at any time by logging into your managemymarket.com account. Payments may also be made by check or money order and mailed to: 1155C Arnold Drive #276 Martinez, CA 94553.

### **Specifics for Agricultural Producers type Members**

A Certified Producer is a grower/farmer who is authorized by the County Agricultural Commissioner to sell directly to consumers at a Certified Farmers' Market. These products must have been produced by the farmer, by the practice of agricultural arts upon land, which the certified Producer farms and controls, through ownership, rents, lease or is sharecropping.

Some regulations are listed here, for the complete California Code of Regulations as they pertain to Direct Marketing, click here (CCCFM is not responsible for the content or accuracy of the information on this site): [CaliforniaCodeofRegulations](#)

1. **Certified Producer Certificate (CPC)** Certified Producers shall obtain, possess, and display a current and valid embossed Agriculture Certificate (CPC) signed or countersigned for use in Contra Costa County prior to selling certifiable agricultural commodities.
2. **Scales** used shall be approved, tested and sealed by the County Agricultural Commissioner, Sealer of Weights and Measures. Proof of scale inspection within the last year must be on file in the Certified Producer's online account.
3. **Second Certificates**, A Certified Producer may ask to act for up to two fellow Certified Producers with approval.
  - a. The secondary certificate cannot account for more than the volume offered for sale under the primary (first) certificate. The volume shall be measured by the weight or dollar value of the products at the time of point of sale.
  - b. The secondary certificate holder must be an approved Producer of CCCFM and pay the annual membership fee.
  - c. The secondary certificate holder must pay the \$2 CDFA fee weekly.
  - d. No second certificate will be allowed for any item already being grown and sold by a certified member grower unless approved by CCCFM.
  - e. Second Certified commodities shall be separated and identifiable by each Certified Producer's valid certificate at the point of sale.
  - f. Certified organic Producers that also offer conventional products must clearly separate them and label them as such.
  - g. Certified Producer must add the name and certificate number of the second Certified Producer to their primary certificate and have it endorsed by their county agriculture agent as well as the county they are selling in.

- h. A separate load sheet must be submitted at the end of the day for each CPC.
  - i. Commissioned sales and/or buying and selling between Certified Producers are prohibited.
  - j. A Certified Producer who sells certified agricultural products on behalf of another Certified Producer or whose products are sold by another Certified Producer at a certified farmers' market shall keep for a period of not less than three years, the following records relating to such products:
    - i. Date and amount of product transferred by variety,
    - ii. as well as date and amount of products sold by variety.
4. **Request for verification**, Certified Producers shall provide upon request by an enforcing officer or Market Manager, any certificate, documentation, information or identification that may be reasonably required to show that the conditions of the regulations are being met.
  5. **Inspections/Investigations**, a Certified Producer who receives more than one Notice of Non-Compliance from the County or State Agriculture Commissioner for the same commodity within a market season will be reviewed for continued participation.
    - a. If a Certified Producer's Certificate is revoked by the County Agriculture Department the Certified Producer becomes ineligible to sell at any CCCFM market.
      - i. In this case, the Certified Producer's selling privileges shall be immediately suspended.
    - b. Certified Producer seeking re-entry into any CCCFM market after a Department of Agriculture investigation may incur charges from CCCFM.
      - i. The costs of an inspection by a designated representative to the farm or other location(s) where products are produced, processed or held shall be paid by the Producer asking for re-entry.
  6. **Load Lists**, all certified agriculture participants shall submit to the Market Manager their Load List prior to leaving each market day.
    - a. Load list forms are obtained from the Market Manager.
    - b. All items trucked to market for sale will be listed in type and quantity as listed on CPC.
      - i. If a second certificate is being used, a separate Load List must be filled out.
    - c. The grower shall retain a copy of this form for 3 years. The grower is responsible for retaining a copy for him/herself. The Market may discard its copies after 18 months.
  7. **Signage**, each Certified Producer selling at a Certified CCCFM Farmers' Market shall conspicuously post a banner stating: Name of Farm or Ranch, DBA, and the statement: "We Grow What We Sell" with county of production origin.
  8. **Value Added Products** (i.e., jams, sauces, pickled products)
    - a. Must accompany a verifiable listing of the fresh product on the Producer's CPC.
    - b. Must show location and capability of the processing or, if processing is done by a second party; the method used to ensure that the processed product returned is the original source product submitted by the Producer for processing.
    - c. Documents such as; receipts, volume data, and letters verifying the method may be requested or required alongside a State Processed Food Registration.



9. **False, deceptive or misleading marketing is unlawful** (From AB 1971). False, deceptive or misleading marketing may be classified as a misdemeanor and punishable by imprisonment or fine by local authorities.
- a. It is unlawful for any person or entity, or employee or agent of that person or entity, to make any statement, representation, or assertion orally, by public statement, advertisement, signage, or by any means that relates to the sale or availability of agricultural products that is false, deceptive, or misleading regarding any of the following:
    - i. The area of production of the agricultural product.
    - ii. The identity of the producer of the agricultural product.
    - iii. The manner and method of production of the agricultural product.

#### **For Non-Certifiable Agricultural Products:**

- a. Products such as meat, cheese and dairy may be approved. Federal, State and local County regulations must be met and proof provided to CCCFM.
- b. Raw Sheared Wool may be allowable (as identified by the recently passed AB 2324).

#### **Specifics for Non-agricultural type Members**

##### Non-Agricultural Products:

- a. Must be produced and stored in an approved facility (may include permitted: Commercial Kitchens, Cottage Food Operations and Commissaries). CCCFM may visit your kitchen and/or inquire about your processes and procedures.
- b. Must be transported in a way that ensures health and safety.
- a. Must be kept at compliant holding temperatures and comply with health and safety code at all times.
- b. Products containing additives (such as MSG) may not be approved.
- c. May require a Processed Food Registration.
- d. CCCFM may require that all or a portion of raw ingredients to produce the non-agricultural item be sourced from a fellow CCCFM Producer, with documentation of purchase.

#### **Specifics for Temporary Food Facilities**

The Contra Costa Environmental Health Department (CCEHD) requires market operators (CCCFM) to pull a Temporary Food Facilities (TFF) Permit for any vendor who is cooking and/or open sampling at the market. Producers requiring this permit are billed \$155.00 quarterly, which includes a small processing fee assessed by CCCFM. Click here to access the permit application which includes important information about your required booth set-up:

[https://cchealth.org/eh/food/pdf/temp\\_food\\_event\\_permit\\_app.pdf](https://cchealth.org/eh/food/pdf/temp_food_event_permit_app.pdf)

*If you are a veteran, you may be exempt from this permit fee, if you think you are eligible, please notify our office and send CCCFM a copy of your DD214.*

The permitting cycle for temporary food facilities is as follows:

## Schedule of Contra Costa Environmental Health Temporary Food Facilities Permit Fees

Quarter	Permit Dates	Date Fee Due
1 <sup>st</sup>	March 1 – May 31	February 10
2 <sup>nd</sup>	June 1 – August 31	May 13
3 <sup>rd</sup>	September 1 – November 30	August 13
4 <sup>th</sup>	December 1 – February 28	November 12

Contra Costa Environmental Health requires CCCFM to pull this permit two weeks prior to the previous quarters' expiration. If you fail to turn in required paperwork and/or pay the permit fee on time, CCCFM has no responsibility to pull a permit for you. **YOU MAY NOT OPERATE WITHOUT THIS PERMIT.** The Producer will be responsible for late fees assessed by the Contra Costa Environmental Health at their current rate. In addition, a \$55 late fee may be charged by CCCFM to pull a late permit.

The quarters are fixed. Contra Costa Environmental Health will not prorate the amount even if a seasonal market was not open during part of the fixed quarter or ends before the quarter.

### Violations, Sanctions and Appeal Process

Violations of Applicable Law, these rules, policies, or non-cooperation may result in any of the following disciplinary steps being issued by the Market Manager or Executive Director. Severity of the sanctions will be dependent upon the nature and intent of the offense and may not necessarily follow the order below.

- An oral warning
  - A written notice (a fine may or may not be assessed)
  - Suspension of selling privileges at one or more of the CCCFM markets
  - Termination of selling privileges at one or more of the CCCFM markets
1. The severity of any sanction, fine, and/or discipline shall be directly related to the gravity or repetition of the violation. Fines shall be a minimum of \$25. CCCFM reserves the right to issue greater fines in serious cases, including but not limited to egregious or intentional violations that cause significant disruption to other market participants or customers, interferes with CCCFM staff, endangers the public safety or welfare, or may bring disrepute to the market.
  2. Reasonable warning and notice of consequential action to the disciplinary action shall be given.
  3. The Market Manager and Executive Director are authorized to enforce and issue warnings, notices, and sanctions for violations.
  4. Sanctions may include loss of selling privileges.
  5. An infraction at one CCCFM market may affect all CCCFM markets in which the members participates.

## 6. Appeal Process

- a. Market Manager issued fines, suspensions or other sanctions may be appealed to the Executive Director, in writing, within 30 days of the violation notice. Late appeals will not be considered.
- b. Executive Director issued fines, suspensions or other sanctions may be appealed to the CCCFM Board, in writing, within 30 days of the violation notice. Late appeals will not be considered.
- c. Timely appeals shall be limited to the sanction and shall not include a debate of the validity or interpretation of the rules or Applicable Law.
- d. Sanctions upheld by the Executive Director may be appealed to the CCCFM Board of Directors, in writing, within 30 days of the Executive Director's determination.
- e. CCCFM Board of Directors will review appeals during the next regularly scheduled meeting of the Board. The Board shall uphold the Executive Director's decision if there is any reasonable evidence to do so, regardless of the amount of evidence that may support the member's position.
- f. Suspensions shall remain in effect pending review of appeal. If suspension is overturned, member may return to the market; however, CCCFM shall not be responsible for any member's revenue lost during suspension, or any other consequence to members of any sanctions.
- g. The decision of the CCCFM Board of Directors shall be final.

## **The Board of Directors**

The Board of Directors of CCCFM Inc. shall consist of a minimum of three volunteers. A two-thirds (2/3) participation of the Board of Directors shall constitute a quorum for the conduct of business. A vacancy on the Board shall be filled by the remaining Board of Directors.

### 1. Market Representation

- a. Only the Board, and those individuals approved by the Board may speak publicly on behalf of CCCFM or its Markets.

### 2. Market Operations

- a. Day to day market issues are handled through the Market Manager or Executive Director. Complaints with overarching impact, policy problems, and major disputes only should be addressed in writing and presented to the Board at regular Board meetings.

### 3. Rule Changes

- a. New rules governing the markets may be adopted by the Board in its discretion at any time without notice or approval of the members, as allowed in the CCCFM Bylaws. Written changes will be made available on the [www.cccfm.org](http://www.cccfm.org) website.

## Market Safety Program

***It is strongly recommended that you make a copy of this page for your employees to read and sign. You are responsible for making them aware of the CCCFM rules and regulations.***

The following safety program is REQUIRED for all members participating in the CCCFM sponsored markets. These safety practices are specified by our insurance carrier and have been officially adopted by the Board. The Market Manager is charged with enforcing safety rules.

Each Producer must read the following rules, and share them with their employees and acknowledge their agreement by electronically “signing” during their online application process.

1. Please educate all members of your staff who are selling your product about your product, the proper sampling procedure, the correct set up- your certificates posted, the arrival time, the departure time, the late fees, the cancellation procedure, the no show fees and safety issues.
2. Please post your farm or business banner on your canopy every week at each market site.
3. Post clearly written product names and price lists for all items that are for sale.
4. Product arrangements shall be stable and secure. Display tables shall not be overloaded, please secure the display table legs or table supports, they must be strong and secure.
5. Make sure your canopies, umbrellas, and other shades are anchored to the ground, weighed down, and secured against the wind. Tarps must be securely fastened at all times during the market.
6. All canopy supports must be securely in place and anchored with weights. They must be put up and taken down with care so as not to injure others. It is your responsibility to bring what you will need and provide your employees with the proper supplies.
7. Overhead signs perpendicular to the walkway, other than unframed fabric signs, are prohibited. Use only canvas signs please. The manager may allow additional directional signage away from the seller's stall, providing that it is not a safety hazard.
8. All growers/vendors and their employees are not to smoke in the market.
9. Eating is not allowed at the sales table to ensure no contamination of the product being sold.
10. Noise producing equipment, e.g., generators, music sound systems, etc. should be placed and/or modulated in such a way so as to take other growers/vendors, their employees, as well as customers into consideration.
11. ALL GARBAGE GENERATED AT YOUR STALL MUST BE TAKEN BACK WITH YOU.
12. Members' children are welcome to participate in the market, however, they must remain under the DIRECT supervision of their parent or guardian at all times and not be allowed to run free at any time.
13. Bring a current and working fire extinguisher with you to the market each week.

All members and their employees who participate in the Contra Costa Certified sponsored Farmers' Markets agree to the terms of the Governing Rules, they agree that they have read the rules. All principals are responsible for making their employees aware of all these rules. No Exceptions. The Governing Rules are found under “Join the Market” on the website: **cccfm.org**

## COVID-19 Addendum

### 2022 Governing Rules COVID-19 Addendum

At the discretion of the Executive Director and/or the Board of Directors, the following governing rules can be enacted and put into effect in part or in whole, as a response to COVID-19. The pandemic is an ever evolving situation, additional rules, regulations and policies may be implemented based on guidance from the California Department of Public Health, California Department of Food and Agriculture, Contra Costa County (Agricultural Commissioner, Environmental Health, and/or Fire Department) as well as the Cities of Walnut Creek and Orinda in order to protect health and safety at the market.

#### **General**

- Do not come to the market if you are unwell or have a fever. Vendors must also communicate to their staff that they should stay home if unwell or have a fever.
- Masks may be required, in line with local, county and state guidelines. If/when required, the mask must be made of solid fabric, with no perforations.
- Sampling can be suspended (no sampling allowed), based on County Health Dept guidance.
- Increase clearing and sanitizing of high contact areas, like tables and credit card devices/screens.
- Continue food recovery donations.
- Pre-bag as much as possible to expedite purchases, mind IRQ and food safety requirements using breathable bags and/or leaving tops open.
- Use gloved hands when handling cash, if possible, have one staff member designated for cash handling, and another for produce handling. Both must wash hands frequently.
- Encourage contactless credit card transactions.
- Do not handle customer bags, they must be in the customer's hands at all times. Be sure you have plastic/paper bags to hand out as needed.

#### **Stall Layout**

- Encourage social distancing of six feet per person (for non-family members) is maintained around your booth at all times.
- All stalls must have a handwashing station at their booth. The station needs to have a vessel that allows for continuously flowing water, soap, as well as a bucket with a removable lid to catch the water used while washing hands.
  - At the end of market day, vendors must take the dirty water back to their place of business (farm, commercial kitchen, etc.) for disposal. Please do not dispose of the water onsite in the landscaping
- All stalls must have a clearly indicated space, where customers know where to engage the vendor.

#### **Ag Vendors:**

- Where possible, there must also be a clear line from the sidewalk to the entry point of your stall so that your line is not forming in the middle of the market.
- The line needs to be clearly marked with circles to encourage social distancing
- For stalls with 2 or more tents, there must be a clear entry and exit point for your stall.
  - Therefore, there cannot be any bags or any other indication that customers can shop either side of the stall

- In addition, all scales and registers must be placed at the exit point of the stall. This is to reinforce the fact that there is one entry point and one exit point for the stall.
- There should only be 3-4 customers within your stall at once to also encourage social distancing

**If necessary the Market Manager may require a “Vendor Serve Model: at the market and/or allow for Vendor Serve Modifications.**

- Vendors must make sure customers are not handling any products prior to purchase.
- Lack of compliance of Vendor Serve Modifications will result in vendor reverting to Vendor Serve Model
  - **Vendor Serve Modifications**
    - **Providing Gloves to Customers**
      - There must be gloves provided to customers at the entry point of the stall. It is imperative that each customer has gloves on once they enter the stall, and that they are only touching the product with their gloved hand.
      - The customers must wear the gloves provided at the vendor’s stall prior to touching your produce. Even if a customer is already wearing a glove, they must remove their gloves and put on the glove from the vendor’s booth prior to touching the produce.
      - At the exit point, there must be a bucket, trash can or other receptacle for customers to discard the gloves into.
      - Customers are not allowed to wear the gloves that provided to them beyond the vendor’s stall
    - **Dispensing of Hand Sanitizer** (Only available to single stall vendors)
      - Hand sanitizer must be provided to customers at the "entry" point of the stall. It is the vendors’ responsibility to ensure that each customer has received hand sanitizer prior to touching the produce.
      - Even if a customer says they just used hand sanitizer, the vendor must still provide them some and ensure that they use it prior to touching the product.

## Air Quality Addendum

In the last three years California has experienced devastating wildfire seasons. Smoke from these wildfires traveled to the Bay Area creating unhealthy air. Closing a market is never an easy choice and is only done with absolute necessity to ensure the safety of members, customers and staff.

Please read the following carefully and share with your staff, we recommend printing and saving it for future reference.

The Market's best practice will be to close a market in the event of "Very Unhealthy" air quality as shown (in purple or above) on the Air Quality Index.

Air Quality Index - Particulate Matter	
301 – 500	Hazardous
201 – 300	Very Unhealthy
151 – 200	Unhealthy
101 – 150	Unhealthy for Sensitive Groups
51 – 100	Moderate
0 – 50	Good

Within 24 hours of market, should air quality be reported as color purple or higher AQI: Very Unhealthy (201+) the market shall announce closure.

All efforts will be made to contact members ahead of time as staff will not be sent to redirect onsite. Communications will be sent via email, text and/or phone call to the best of market staff's ability. Under orange conditions member attendance will be optional, meaning a missed market day shall not be counted against allowed absences. **If the market is closed, you may not arrive onsite to try and sell on your own, doing so puts you and the public at risk.** If for some reason you miss the closure communication you are to leave the site immediately upon observing market staff is not present.

Poor air quality caused by any source is an ever changing situation and is not reliably predictable. Should the air quality conditions escalate during a market day, the Executive Director and/or the Market Manager may close the market onsite as needed for safety.

CCCFM acknowledges that a missed market day results in real loss of income for both members and the market. This will again only be done when it is unhealthy to operate. The market is a diverse marketplace with many members having different needs, 24 hours may not be enough time for you to de-mobilize for market, ie: you may have already picked and packed and/or be headed to the Bay Area. **We recommend you monitor conditions yourself and make a determination earlier if needed in order to minimize loss of product.**

Things you can do to prepare:

- ✓ Ensure your contact information is up to date! Don't wait, check your member account now and ensure the market has your current phone number and email address.
- ✓ Sign up for our member text alerts. We only text you when urgent communication is necessary, be sure your staff are signed up as well.
- ✓ Monitor the air quality in the Bay Area and plan accordingly this is the site we use:  
<https://airnow.gov/>
- ✓ Develop your own safety plan with your staff, if you need ideas or help let us know.

\*We suggest you stock up on N95 masks throughout the year and make these readily available to yourself and staff. These may be extremely difficult to source due to the ongoing pandemic. Cloth and surgical masks do not provide adequate protection from particulates in the air due to wildfire smoke.

Safety is our priority and it's a responsibility we all share. Thank you for your support!