

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.10  
(ID # 5183)

MEETING DATE:

Tuesday, September 26, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): CAC Atrium Café – Food Service Provider – Approval of Termination of License Agreement with Provider Contract Food Services, Inc., and approval of new Revenue License Agreement with JSD Distribution dba Crème de la Crème Cafe, Riverside, CEQA Exempt, District 2, [\$0] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(b)(3), Existing Facilities exemption, and Section 15061(b)(3), "Common Sense" exemption;
2. Approve the Mutual Termination of the License Agreement dated December 9, 2008, between the County of Riverside and Provider Contract Food Services, Inc., and authorize the Assistant County Executive Officer of the Economic Development Agency to execute the same on behalf of the County;
3. Approve the License Agreement between the County of Riverside and JSD Distribution and authorize the Chairman of the Board to execute the same on behalf of the County;
4. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for filing within five (5) working days of approval by the Board.

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA

9/12/2017

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley

Nays: None

Absent: None

Date: September 26, 2017

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EDA, Recorder

ID# 5183

Kecia Harper-Ihem  
Clerk of the Board

By:   
3.10 Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$ 0
			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2017/18

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Under mutual agreement between the County and Provider Contract Food Services, Inc., the existing License Agreement for the Atrium Restaurant and Café in the County Administrative Center in downtown Riverside will effectively be terminated on September 30, 2017. A search for a new operator was completed under a Request for Proposal and JSD Distribution, dba, Crème de la Crème Café (Operator) was selected as the new Operator of the County Administrative Center's Atrium Restaurant and Cafe.

Crème de la Crème is a locally owned business and currently operates five other locations throughout Riverside County. The new Operator will offer Crème de la Crème's signature fresh baked items and sandwiches and will also offer an expanded menu to include hot served and grab and go meals. The Restaurant will also operate a café which will include specialty coffees, baked goods and catering.

The Operator will remodel the Restaurant and lobby seating area to current Crème de la Crème design at the Operator's sole cost and expense.

Pursuant to the California Environmental Quality Act (CEQA), the License was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 Class 1 – Existing Facilities and Section 15601(b)(3) Common Sense Exemption. The proposed project is the extension of letting of property involving existing facilities.

The new License Agreement for the Operator is summarized as follows:

Licensee and Address: JSD Distribution  
6700 Indiana Ave. Suite 170  
Riverside, CA 92506

Location: Riverside County Administrative Center, First Floor Annex  
4080 Lemon Street  
Riverside, California

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Designated interior area, plus exclusive and non-exclusive exterior seating.

Size: Approximately 4,000 Square Feet

Term: Five years commencing upon completion of tenant improvements.

Option to Extend: One, five-year option

Rent: \$2,000.00 per month

Rent Adjustments: 2% annually

Design Upgrades: Licensee to modify premises at its expense in keeping with the Crème de la Creme restaurant and bakery model and logo as submitted for approval by County. Licensee to invest a minimum of \$55,000 in improvements, including furniture, fixtures, and equipment

Hours of Operation: Monday through Friday. 7 a.m. to 5 p.m. (excluding County's designated holidays). Hours, at minimum, to include serving breakfast and lunch.

Interior/Exterior Maintenance: Licensee shall make repairs and perform preventative maintenance including but not limited to restaurant equipment, grease traps, plumbing and electrical.

County to renew and replace capital improvements as may be necessary.

Custodial: Licensee solely responsible for the interior space. In addition, Licensee to provide cursory cleaning in the exclusive and non-exclusive seating areas during the day.

County to provide evening cleaning in the exclusive and non-exclusive seating areas.

Utilities: County to provide utilities, excluding telephone.

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Parking: County to provide one designated parking space for Licensee's catering van.

**Impact on Residents and Businesses**

The License Agreement will allow food services to continue being provided to County staff and the public at large from the County Administrative Center. The attached License Agreement has been reviewed and approved by County Counsel as to legal form.

**SUPPLEMENTAL:**


**Additional Fiscal Information**

Costs associated by this License Agreement will be paid as stated in the License Agreement.

**Attachments:**

- Termination of License
- License Agreement
- Notice of Exemption

RF:JWW:VC:VY:HR:ra 19.254 13675  
MinuteTrak: 5183

	
Gregory V. Priaplos, Director County Counsel	Rahini Dasika, Principal Management Analyst
9/18/2017	9/18/2017


Gregory V. Priaplos, Director County Counsel
9/18/2017



September 6, 2017

Mr. Rodney Couch  
Provider Contract Food Services, Inc.  
7119 Indiana Avenue  
Riverside, CA 92504

RE: Mutual Termination of License Agreement Effective September 30, 2017

Dear Mr. Couch,

This letter serves as a mutual acceptance to terminate the License Agreement dated December 9, 2008 by and between the County of Riverside and Provider Contract Food Services, Inc. The date of termination is mutually agreed to be effective as of September 30, 2017. Both parties acknowledge the Café will remain open until close of business on September 26, 2017, and Provider Contract Food Services, Inc. shall vacate and surrender the premises on or before October 3, 2017 in clean order and in neat and good condition and shall not remove any property owned by County or designated as County property, including property designated as such in said License Agreement.

As of the said termination date, the County of Riverside and Provider Contract Food Services, Inc., agree to mutually release each other from any and all remaining obligations and liabilities found within said License Agreement.

On behalf of the County of Riverside, we thank you for your occupancy and service the past 14 years. Your dedication to providing quality food service to County employees and the public at the Atrium Café is recognized and appreciated.


The parties hereto acknowledge and agree to this Mutual Termination of License Agreement by their signatures below:

Agreed and Accepted:

County of Riverside:

  
Robert Field  
Assistant County Executive Officer/EDA

Provider Contract Food Services, Inc.:

  
Rodney Couch  
President

As authorized by the Riverside County Board of Supervisors: Minute Order: 3.10  
Date: SEP 26 2017

File: RV268

FORM APPROVED COUNTY COUNSEL  
BY:  9/19/17  
DATE: THOMAS OH



Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.  
9/26/17 kb  
Date Initial

## NOTICE OF EXEMPTION

September 7, 2017

**Project Name:** County of Riverside, Economic Development Agency (EDA) Revenue License Agreement at the County Administrative Center with JSD Distribution doing business as (dba) Crème de la Crème Bakery, Riverside

**Project Number:** FM0473611026800

**Project Location:** Riverside County Administrative Center, First Floor Annex, 4080 Lemon, south of Tenth Street, Riverside, California 92501; (See Attached Exhibit)

**Description of Project:** The County of Riverside (County) Board of Supervisors has an existing License Agreement for the use of the 4,000-square foot Restaurant and Café in the County Administration Center with a third party which will be terminated on September 30, 2017. A search for a new operator was completed under a Request for Proposal, and JSD Distribution, dba Crème de la Crème Café was selected as the new operator of the County Administrative Center's Restaurant and Café. Crème de la Crème Café will remodel the Restaurant at its own cost and expense. The execution of a five year License Agreement with Crème de la Crème for the operation of the Restaurant and Café inside the County Administrative Center is identified as the proposed Project under the California Environmental Quality Act (CEQA). There is one five-year option to extend after the term of the License Agreement. The operation of the Restaurant and Café will continue to provide food services and the proposed Project will not result in an expansion of the existing use, such that new infrastructure or capacity is required. Improvements made as part of the proposed Project would be implemented to maintain and customize the existing food service to the operator's design. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency and JSD Distribution Corporation

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the License Agreement, implementation of improvements, and continued use of the facility.

SEP 26 2017 3.10

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org

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Edward-Dean Museum  
Environmental Planning  
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Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to a License Agreement to use the existing facilities for food services. The License Agreement and continued operation of food service would not require any expansion of public services and facilities; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed License Agreement, implementation of interior improvements, and continued provision of food service will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be consistent with the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Revenue License Agreement, CAC – Crème de la Crème Cafe, Riverside, Riverside**

**Accounting String: 524830-47220-7200400000 - FM0473611026800**

DATE: September 12, 2017

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: \_\_\_\_\_



PRESENTED BY: Heidi Rigler, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIPT # (S) \_\_\_\_\_





Date: September 7, 2017

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0473611026800**  
Revenue License Agreement, CAC – Crème de la Crème Cafe, Riverside

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009.**

Attachment

cc: file



1 exclusive, revocable and unassignable permission and privilege to occupy in  
2 accordance with the provisions of this License.

3 **3. Term.**

4 (a) The Term of this License shall be for a period of sixty (60) months  
5 commencing upon substantial completion, as reasonably determined by County, of  
6 improvements as set forth in Section 15 of this License including all necessary permits  
7 to operate anticipated to be on or by October 23, 2017.

8 (b) Any holding over by Licensee after the expiration of said term or  
9 any extension thereof shall be deemed a month to month tenancy upon the same  
10 terms and conditions of this License.

11 **4. Option to Extend.** Licensee shall have one (1) option to extend the term  
12 for five (5) years under the same terms and conditions as set forth in the License  
13 License.

14 **5. Rent.**

15 (a) Commencing upon substantial completion of Licensee's  
16 improvements, Licensee shall make monthly payments payable to County of Riverside  
17 in the amount of \$2,000.00, as rent for the Premises. Licensee will pay any and all  
18 charges attributable to Licensee on a monthly basis, payable on the first day of the  
19 month and sent to:

20 County of Riverside  
21 Economic Development Agency  
22 3133 Mission Inn Avenue  
23 Riverside, CA 92507

24 (b) Notwithstanding the provisions of paragraph (5.a) herein, the  
25 monthly rent shall be increased on each anniversary of this License by an amount  
26 equal to two percent (2%) of such monthly rental for the preceding License year.

27 (c) The anniversary dates shall be deemed to fall on the first day of  
28 the first full calendar month of each year following commencement of the License.

**6. Licensee's Hours of Operation:**

1 (a) Days of Operation: Monday-Friday (excluding County's  
2 designated holidays).

3 (b) Hours of Operation: 7:00 am – 5:00 pm

4 The days and hours of operation may be modified from time to time by  
5 mutual agreement of Licensee and County.

6 **7. Operating Licenses, Permits, and Health Examinations.** Prior to  
7 opening and during the term of this License, Licensee must obtain and keep all federal,  
8 state and local licenses and permits required for the restaurant and bakery operation.  
9 Licensee will cause its employees to submit to periodic health examinations as  
10 required by law and will submit to County, upon request, satisfactory evidence of  
11 compliance with all health regulations.

12 **8. Health Requirements.** The Licensee shall, at all times, maintain a  
13 County of Riverside Health Department rating of "A".

14 **9. Representations and Warranties of Licensee.** The Licensee  
15 represents and warrants as follows:

16 (a) The Licensee shall use its best efforts to provide food and  
17 beverages of good quality in compliance with all applicable laws and regulations. The  
18 Licensee shall use its best efforts to provide the caliber of food and beverage service  
19 as approved by the County in accordance with the express desire of the County as  
20 communicated in the consultations by the Licensee with the County concerning the  
21 menu for food, beverages, prices, and the services provided by the Licensee pursuant  
22 to this License.

23 (b) The Licensee shall be responsible for supervision and monitoring  
24 of all activities on the Premises and the control of access to the Premises at all times.

25 (c) The Licensee will submit menus to County prior to implementation  
26 for approval, which approval will not be unreasonably withheld. Quality of food service  
27 shall be consistent with those of other facilities operated by the Licensee. Licensee  
28 has County approval to utilize the Premises to provide catering services.

1 (d) The Licensee shall submit menu prices to County for approval which  
2 approval will not be unreasonably withheld. Prices shall be consistent with restaurant  
3 and bakeries of similar size and type in the Riverside market area.

4 **10. Maintenance.**

5 (a) The Licensee shall make all repairs and perform recurring and  
6 preventative maintenance on all furniture, fixtures, and equipment necessary for the  
7 restaurant and bakery operation, including, but not limited to, grease traps, refrigeration  
8 equipment, hood, plumbing and electrical. Licensee shall maintain the Premises in a  
9 first-class condition throughout the term of the License. The Licensee shall maintain  
10 and repair all equipment that is in any manner damaged through the negligence of  
11 Licensee including, but not limited to, water, plumbing, electrical, fire, labor and  
12 supplies. Copies of preventative maintenance service shall be provided to County  
13 upon request.

14 (b) The County shall provide and pay for all major capital renewal and  
15 replacement related to the Premises. The County reserves the right to determine the  
16 necessity of any major equipment replacement in the operation of the Premises.

17 (c) Licensee or Licensee's clients, invitees, and employees shall be  
18 responsible for any damage to County-owned property and Premises, including, but  
19 not limited to, water, plumbing, electrical and fire that are due to Licensee's neglect  
20 including appurtenant equipment and fixtures.

21 **11. Custodial.** The County shall provide, or cause to be provided, custodial  
22 services to the seating area, exterior seating, and adjacent restrooms, Monday through  
23 Friday. Licensee agrees to remove bulk debris from tables and floor periodically during  
24 daily operation and to place chairs on tables after close of business to facilitate  
25 cleaning by the County.

26 The County's responsibility for custodial services in the atrium area is  
27 limited to the general cleaning that occurs once each evening. The cleaning of  
28 dropped food and/or liquids or any other incident requiring cleaning during the

1 restaurant and bakery's operational hours is the responsibility of the Licensee. The  
2 Licensee agrees to keep the Premises clean at all times.

3 **12. Utilities and Trash.**

4 (a) The County, at its expense, shall provide utility services in  
5 connection with the restaurant and bakery operation. Heating, ventilating, air  
6 conditioning, electrical service and disposal of trash from building compactor will be  
7 provided by County when the Premises is open to the public for business Monday  
8 through Friday. The Licensee shall provide telephone service.

9 (b) The County shall not be liable to the Licensee for any losses or  
10 damages, which may arise to the Licensee's food products as a result of utility failure  
11 or malfunctions, except for negligence by County agents or employees.

12 **13. Parking.** Parking spaces shall be available for use by Licensee's  
13 employees and customers in accordance with County parking availability and  
14 associated rates. County shall provide one parking stall at no cost for Licensee's  
15 utility/catering van in an area designated by County.

16 **14. Furnishings, Fixtures and Equipment.** County property within the  
17 Premises includes, but not limited to, the list of furniture, fixtures and equipment, as set  
18 forth in Exhibit "C" attached and by this reference made a part of this License. Should  
19 Licensee desire to remove any furniture, fixtures and equipment, Licensee shall obtain  
20 County's prior written consent.

21 **15. Improvements by Licensee.** Licensee, at its expense, shall modify  
22 the Premises. Licensee shall invest a minimum of \$55,000.00 in tenant improvements,  
23 including furniture, fixtures and equipment. Design plans for such improvements shall  
24 be submitted to County for approval, which shall not be unreasonably withheld. Décor  
25 and finishes will be equal to and complement the surrounding architectural style and  
26 finishes of the building and be consistent with the level of improvements of other  
27 facilities operated by Licensee.

1           The improvements shall be approved by the County and must comply  
2 and be done in conformity with all County, local, state, and federal regulations,  
3 including, but not limited to, the Americans with Disability Act. The Licensee shall  
4 conduct any improvement program with licensed contractors in such a manner that no  
5 mechanic's lien or materialmen's lien shall be assessed or asserted, or purportedly  
6 assessed or asserted, against the Premises or any improvements thereon. If any such  
7 lien or claimed lien shall be asserted, Licensee shall indemnify, defend and hold  
8 harmless County, in accordance with Paragraph 23, HOLD HARMLESS, of this  
9 License. Upon expiration or termination of this License, County may, at its option,  
10 require removal of any or all of Licensee's fixtures installed by Licensee.

11           **16. Signs.** The Licensee shall be granted interior and exterior signage.  
12 Licensee shall provide renderings and plans for review and approval by County. Said  
13 approval shall not be unreasonably withheld. Signage shall be a reasonable size, in  
14 good taste, and effective for the restaurant and bakery operation as well as  
15 demonstrate a design and location which assimilates into the County government  
16 building image.

17           **17. Licenses and Permits.** In accordance with the provisions of Chapter 9  
18 of Division 3 of the Business and Professions code concerning the licensing of  
19 contractors, all contractors shall be licensed, if required, in accordance with the laws of  
20 this State and any contractor not so licensed is subject to the penalties imposed by  
21 such laws. The Licensee warrants that it has all necessary permits, approvals,  
22 certificates, waivers, and exemptions necessary for the provision of services hereunder  
23 and required by the laws and regulations of the United States, State of California, the  
24 County of Riverside and all other appropriate governmental agencies, and shall  
25 maintain these throughout the term of this License.

26           **18. Inspections of Premises.** The County, through its duly authorized  
27 agents, shall have the right to enter the Premises for the purpose of inspecting,  
28 monitoring, and evaluating the obligations of Licensee hereunder and for the purpose

1 of doing any and all things which it is obligated and has a right to do under this  
2 License. With the exception of an emergency, the County shall provide 24 hours'  
3 notice in advance.

4 **19. Ingress and Egress.** The Licensee shall be permitted ingress and  
5 egress to and from the Premises only through such doors and routes as are  
6 designated by the County and shall be responsible for securing the interior Premises of  
7 the restaurant and bakery.

8 **20. Compliance with Government Regulation.** Licensee shall comply with  
9 the requirements of all local, state and federal statutes, regulations, rules, ordinances  
10 and orders now in force or which may be hereafter in force, pertaining to its operation.  
11 Licensee is to secure, at no cost to the County, all necessary licenses, permits, as  
12 required by law. The final judgment, decree or order of a court of competent  
13 jurisdiction, or the admission of Licensee in any action or proceedings against  
14 Licensee, whether Licensee be a party thereto or not, that Licensee has violated any  
15 such statutes, regulations, rules, ordinances or orders, in the use of the licensed  
16 "Premises", shall be conclusive of that fact as between County and Licensee.

17 **21. Termination of License.** The County shall have the right to terminate  
18 this License forthwith:

19 (a) In the event Licensee fails to perform any of its duties or  
20 obligations hereunder.

21 (b) In the event Licensee conducts any activity within the Premises  
22 not authorized by this License.

23 (c) In the event a petition is filed for voluntary or involuntary  
24 bankruptcy for the adjudication of Licensee as debtors.

25 (d) In the event that Licensee makes a general assignment of  
26 Licensee's interest hereunder, or Licensee's interest hereunder is assigned  
27 involuntarily or by operation of law, for the benefit of creditors.  
28



1 (e) In the event Licensee ceases to operate or abandonment of the  
2 Premises.

3 (f) With mutual consent, either party to this License may terminate the  
4 License without cause by giving the other party ninety (90) days' written notice.

5 **22. Insurance.** Without limiting or diminishing the Licensee's obligation to  
6 indemnify or hold the County harmless, Licensee shall procure and maintain or cause  
7 to be maintained, at its sole cost and expense, the following insurance coverage during  
8 the term of this License. As respects to the insurance section only, the County herein  
9 refers to the County of Riverside, its Agencies, Districts, Special Districts and  
10 Departments, their respective directors, officers, Board of Supervisors, employees,  
11 elected or appointed officials, agents or representatives as Additional Insureds.

12 A. Workers' Compensation:

13 If the Licensee has employees as defined by the State of California, the  
14 Licensee shall maintain statutory Workers' Compensation. Insurance (Coverage A) as  
15 prescribed by the laws of the State of California. Policy shall include Employers'  
16 Liability (Coverage B) including Occupational Disease with limits not less than  
17 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation  
18 in favor of the County of Riverside.

19 B. Commercial General Liability:

20 Commercial General Liability insurance coverage, including but not  
21 limited to, Premises liability, unmodified contractual liability, products and completed  
22 operations liability, personal and advertising injury, and cross liability coverage,  
23 covering claims which may arise from or out of Licensee's performance of its  
24 obligations hereunder. Policy shall name the County as Additional Insured. Policy's  
25 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.  
26 If such insurance contains a general aggregate limit, it shall apply separately to this  
27 License or be no less than two (2) times the occurrence limit.

28 C. Vehicle Liability:

1 If vehicles or mobile equipment are used in the performance of the  
2 obligations under this License, then Licensee shall maintain liability insurance for all  
3 owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000  
4 per occurrence combined single limit. If such insurance contains a general aggregate  
5 limit, it shall apply separately to this license or be no less than two (2) times the  
6 occurrence limit. Policy shall name the County as Additional Insureds.

7 D. General Insurance Provisions – All lines:

8 1) Any insurance carrier providing insurance coverage hereunder  
9 shall be admitted to the State of California and have an A M BEST rating of not less  
10 than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk  
11 Manager. If the County's Risk Manager waives a requirement for a particular insurer  
12 such waiver is only valid for that specific insurer and only for one policy term.

13 2) The Licensee must declare its insurance self-insured retention for  
14 each coverage required herein. If any such self-insured retention exceeds \$500,000  
15 per occurrence each such retention shall have the prior written consent of the County  
16 Risk Manager before the commencement of operations under this License. Upon  
17 notification of self-insured retention unacceptable to the County, and at the election of  
18 the County's Risk Manager, Licensee carriers shall either: 1) reduce or eliminate such  
19 self-insured retention as respects this License with the County, or 2) procure a bond  
20 which guarantees payment of losses and related investigations, claims administration,  
21 and defense costs and expenses.

22 3) Licensee shall cause Licensee's insurance carrier(s) to furnish the  
23 County of Riverside with either 1) a properly executed original Certificate(s) of  
24 Insurance and certified original copies of Endorsements effecting coverage as required  
25 herein, and 2) if requested to do so orally or in writing by the County Risk Manager,  
26 provide original Certified copies of policies of including all Endorsements and all  
27 attachments thereto, showing such insurance is in full force and effect. Further, said  
28 Certificate(s) and policies of insurance shall contain the covenant of the insurance

1 carrier(s) that a minimum of thirty (30) days written notice shall be given to the County  
2 of Riverside prior to any material modification, cancellation, expiration or reduction in  
3 coverage of such insurance. If Licensee's insurance carrier(s) policies does not meet  
4 the minimum notice requirement found herein, Licensee shall cause Licensee's  
5 insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

6 4) In the event of a material modification, cancellation, expiration, or  
7 reduction in coverage, this License shall terminate forthwith, unless the County of  
8 Riverside receives, prior to such effective date, another properly executed original  
9 Certificate of Insurance and original copies of endorsements or certified original  
10 policies, including all endorsements and attachments thereto evidencing coverage set  
11 forth herein and the insurance required herein is in full force and effect. Licensee shall  
12 not commence operations until the County has been furnished original Certificate(s) of  
13 Insurance and certified original copies of endorsements and if requested, certified  
14 original policies of insurance including all endorsements and any and all other  
15 attachments as required in this Section. An individual authorized by the insurance  
16 carrier to do so on its behalf shall sign the original endorsements for each policy and  
17 the Certificate of Insurance.

18 5) It is understood and agreed to by the parties hereto that the  
19 Licensee's insurance shall be construed as primary insurance, and the County's  
20 insurance and/or deductibles and/or self-insured retention's or self-insured programs  
21 shall not be construed as contributory.

22 6) If, during the term of this License or any extension thereof, there is  
23 a material change in the scope of services or use of the Premises; or, there is a  
24 material change in the equipment to be used in the performance of the scope of work;  
25 or, the term of the License, including any extensions thereof, exceeds five (5) years;  
26 the County reserves the right to adjust the types of insurance and the monetary limits  
27 of liability required under this License, if in the County Risk Manager's reasonable  
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1 judgment, the amount or type of insurance carried by the Licensee has become  
2 inadequate.

3 7) Licensee shall pass down the insurance obligations contained  
4 herein to all tiers of subcontractors working under this License.

5 8) The insurance requirements contained in this License may be met  
6 with a program(s) of self-insurance acceptable to the County.

7 9) Licensee agrees to notify County of any claim by a third party or  
8 any incident or event that may give rise to a claim arising from the performance of this  
9 License.

10 10) Licensee shall cause its insurance carriers to furnish the County  
11 by direct mail with Certificate(s) of Insurance showing that such insurance is in full  
12 force and effect, and that County is named as additional insured with respect to this  
13 License and the obligations of Licensee hereunder. Licensee shall not take  
14 possession or otherwise use the licensed "Premises" until County has been furnished  
15 with Certificate(s) of Insurance as otherwise required in this Paragraph 22.

16 **23. Hold Harmless.**

17 (a) Licensee represents that it has inspected the Premises, accepts  
18 the condition thereof and fully assumes any and all risks incidental to the use thereof.  
19 County shall not be liable to Licensee, its officers, agents, employees, subcontractors  
20 or independent contractors for any personal injury or property damage suffered by  
21 them which may result from hidden, latent or other dangerous conditions, in, on, upon  
22 or within the licensed "Premises," provided, however, that such dangerous conditions  
23 are not caused by the sole negligence of County, its officers, agents or employees.

24 (b) Licensee shall indemnify and hold harmless the County of  
25 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
26 directors, officers, Board of Supervisors, elected and appointed officials, employees,  
27 agents and representatives (individually and collectively hereinafter referred to as  
28 "Indemnitees") from any liability whatsoever, based or asserted upon any services of or

1 use of the Premises by Licensee, its officers, employees, subtenants, agents or  
2 representatives arising out of or in any way relating to this License, including but not  
3 limited to property damage, bodily injury, or death or any other element of any kind or  
4 nature whatsoever arising from the performance of Licensee, its officers, employees,  
5 subtenants, agents or representatives Indemnitors from this License. Licensee shall  
6 defend, at its sole expense, all costs and fees including, but not limited, to attorney  
7 fees, cost of investigation, defense and settlements or awards, the Indemnitees in any  
8 claim or action based upon such alleged acts or omissions.

9           With respect to any action or claim subject to indemnification herein by  
10 Licensee, Licensee shall, at their sole cost, have the right to use counsel of their own  
11 choice and shall have the right to adjust, settle, or compromise any such action or  
12 claim without the prior consent of County; provided, however, that any such  
13 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
14 Licensee's indemnification to Indemnitees as set forth herein.

15           Licensee's obligation hereunder shall be satisfied when Licensee has  
16 provided to County the appropriate form of dismissal relieving County from any liability  
17 for the action or claim involved.

18           The specified insurance limits required in this License shall in no way limit  
19 or circumscribe Licensee's obligations to indemnify and hold harmless the Indemnitees  
20 herein from third party claims.

21           In the event there is conflict between this clause and California Civil Code  
22 Section 2781, this clause shall be interpreted to comply with Civil Cove 2782. Such  
23 interpretation shall not relieve the Licensee from indemnifying the Indemnitees to the  
24 fullest extent allowed by law.

25           **24. Toxic Materials.** During the term of the License and any extensions  
26 thereof, Licensee shall not violate any federal, state, or local law, ordinance or  
27 regulation, relating to industrial hygiene or to the environmental condition on, under or  
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1 about the licensed "Premises", including, but not limited to, soil and groundwater  
2 conditions.

3 Further, Licensee and its successors and assigns shall not use, generate,  
4 manufacture, produce, store or dispose of on, under or about the Premises or transport  
5 to or from the licensed Premises any flammable explosives, asbestos, radioactive  
6 materials, hazardous wastes, toxic substances or related injurious materials, whether  
7 injurious by themselves or in combination with other materials (collectively, hazardous  
8 substances, hazardous materials, or toxic substances) in the Comprehensive  
9 Environmental Response, Compensation and Liability Act of 1980, as amended, 42  
10 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C.  
11 Section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section  
12 6901, et seq; and those substances defined as Hazardous Wastes in Section 25117 of  
13 the California Health and Safety Code or as Hazardous Substances in Section 25316  
14 of the California Health and Safety Code; and in the regulations adopted in publications  
15 promulgated pursuant to said laws.

16 **25. Free From Liens.** Licensee shall pay, when due, all sums of money that  
17 may become due for any labor, services, material, supplies, or equipment, alleged to  
18 have been furnished or to be furnished to Licensee, in, upon or about the licensed  
19 Premises, and which may be secured by a mechanic's, materialman's or other lien  
20 against the Premises or County's interest therein, and will cause each such lien to be  
21 fully discharged and released at the time the performance of any obligation secured by  
22 such lien matures or becomes due; provided, however, that if Licensee desires to  
23 contest any such lien, it may do so, but notwithstanding any such contest, if such lien  
24 shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed,  
25 and said stay thereafter expires, then and in such event, Licensee shall forthwith pay  
26 and discharge said judgment.

1       **26. Employees and Agents of Licensee.** It is understood and agreed that  
2 all persons hired or engaged by Licensee shall be considered to be employees or  
3 agents only of Licensee and not of County.

4       **27. Binding on Successors.** Licensee, its assigns and successors in  
5 interest, shall be bound by all the terms and conditions contained in this License, and  
6 all the parties thereto shall be jointly and severally liable hereunder.

7       **28. Waiver of Performance.** No waiver by County at any time of any of the  
8 terms and conditions of this License shall be deemed or construed as a waiver at any  
9 time thereafter of the same or of any other terms or conditions contained herein or of  
10 the strict and timely performance of such terms and conditions.

11       **29. Severability.** The invalidity of any provision in this License as  
12 determined by a court of competent jurisdiction shall in no way affect the validity of any  
13 other provision hereof.

14       **30. Venue.** Any action at law or in equity brought by either of the parties  
15 hereto for the purpose of enforcing a right or rights provided for by this License shall be  
16 tried in a court of competent jurisdiction in the County of Riverside, State of California,  
17 and the parties hereby waive all provisions of law providing for a change of venue in  
18 such proceedings to any other county.

19       **31. Notices.** Any notice required or desired to be served by either party  
20 upon the other shall be addressed to the respective parties as set forth below:

21               COUNTY:

22               County of Riverside  
23               Economic Development Agency  
24               3403 Tenth Street, Suite 400  
25               Riverside, California 92501  
26               Attn: Deputy Director of Real Estate

21               LICENSEE:

22               JSD Distribution Corp.  
23               6700 Indiana Ave., Suite 170  
24               Riverside, CA 92506  
25               Attn: Joe/Julie DiBenedetto

26 or to such other addresses as from time to time shall be designated by the respective  
27 parties.

28       **32. Taxes and Possessory Interest.** Licensee must pay all sales, use,  
excise and state and local income taxes attributable to the restaurant and bakery

1 operation. Licensee recognizes and understands that this License may create a  
2 possessory interest subject to property taxation and that Licensee may be subject to  
3 the payment of property taxes levied on such interest.

4 **33. Paragraph Headings.** The Paragraph headings herein are for the  
5 convenience of the parties only, and shall not be deemed to govern, limit, modify or in  
6 any manner affect the scope, meaning or intent of the provisions or language of this  
7 License.

8 **34. County's Representative.** County hereby appoints the Assistant County  
9 Executive Officer/EDA as its authorized representative to administer this License.

10 **35. Agent for Service of Process.** It is expressly understood and agreed  
11 that in the event Licensee is not a resident of the State of California or it is an  
12 association or partnership without a member or partner resident of the State of  
13 California, or it is a foreign corporation, then in any such event, Licensee shall file with  
14 County's Assistant County Executive Officer/EDA, upon its execution hereof, a  
15 designation of a natural person residing in the State of California, giving his or her  
16 name, residence and business addresses, as its agent for the purpose of services of  
17 process in any court action arising out of or based upon this License, and the delivery  
18 to such agent of a copy of any process in any such action shall constitute valid service  
19 upon Licensee. It is further expressly understood and agreed that if for any reason  
20 service of such process upon such agent is not feasible, then in such event Licensee  
21 may be personally served with such process out of this County and that such service  
22 shall constitute valid service upon Licensee. It is further expressly understood and  
23 agreed that Licensee is amenable to the process so served, submits to the jurisdiction  
24 of the court so obtained and waives any and all objections and protests thereto.

25 **36. Confidentiality.** The Licensee shall maintain the confidentiality of all  
26 information and records pertaining to privacy and confidentiality, and comply with all  
27 other statutory laws and regulations relating to privacy and confidentiality.



1       **37. Entire License.** This License is intended by the parties hereto as a final  
2 expression of their understanding with respect to the subject matter hereof and as a  
3 complete and exclusive statement of the terms and conditions thereof and supersedes  
4 any and all prior and contemporaneous licenses, Licenses, and understandings, oral or  
5 written, in connection therewith. The License may be changed or modified only upon  
6 the written consent of the parties hereto.

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1       **38. Approval of Supervisors.** Anything to the contrary notwithstanding, this  
2 License shall not be binding or consummated until its approval by the Chairman of the  
3 Riverside County Board of Supervisors.

4       **In Witness Whereof,** the Parties have executed this License as of the date  
5 written below (the "Effective Date").

6  
7 Dated: SEP 26 2017

8  
9 **COUNTY:**

County of Riverside

**LICENSEE:**

JSD Distribution, a California Corporation,  
dba Crème de la Crème Cafe

10  
11 By: 

John Favaglione, Chairman  
Board of Supervisors

By: 

Joe DiBenedetto

By: 

Julie DiBenedetto

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16 Kecia Harper-Ihem  
17 Clerk of the Board

18  
19 By: 

Deputy

20  
21  
22 **APPROVED AS TO FORM:**

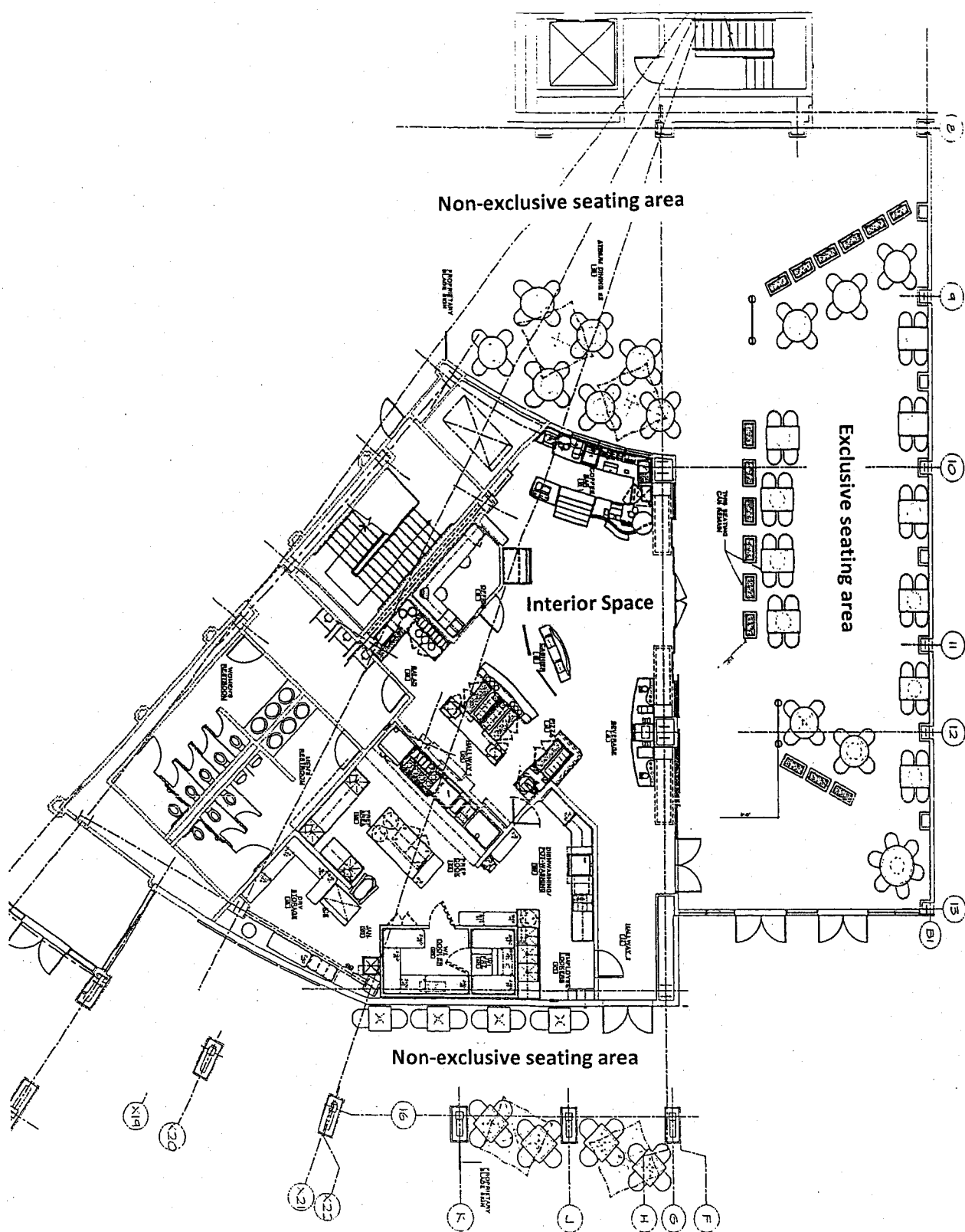
Gregory P. Priamos, County Counsel

23  
24 By: 

Thomas Oh  
Deputy County Counsel

25  
26  
27  
28 HR:tg/091317/RV268/19.186





4839 LEMON STREET  
RIVERSIDE, CA

EXHIBIT "B"

County of Riverside  
Café Furniture, Fixtures & Equipment  
September 1, 2017

Decorative Lighting

Pot sinks

Dish Table w/Wall shell

Corner Guard / Flashing

Island Worktable w/Overshelf

Prep Sinks w/Overshelf

Exhaust Canopy

Equipment Counter-Refrigerated

Decorative Hood

Counter w/Overshelves

Salad Prep Table

Mechanical Refrigeration system

Counters

Beverage Counters

Snack Display

Slicer

Sales Tax Installation & Delivery

Plumbing & Electric

Plants

China, Silverware & Pots

Coke Machine

34 Table Tops, Bases & 125 Chairs

Soup and Salad Bar

**Exhibit C**