

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



ITEM: 3.4
(ID # 30334)

MEETING DATE:
Tuesday, May 12, 2026

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Ratification and Approval of License Agreement by and between the County of Riverside and Oscar G. De Leon, California Environmental Quality Act Exempt Pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption; District 1. [Total Cost: \$0] (Clerk of the Board 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 State CEQA Guidelines Section 15301 - Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;
2. Ratify and Approve the License Agreement between the County of Riverside, a political subdivision of the State of California, and Oscar G. De Leon, an individual, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of Board approval.


ACTION: Policy


Vincent Yzaguirre 4/30/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 12, 2026
xc: FM-RE, Recorder, State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 25/26-28/29	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

On March 1, 2016, the County of Riverside (County) entered into a License Agreement with Oscar G. De Leon (Operator) for the purpose of operating a Certified Farmers Market (Farmers Market) on the grounds of the County Administrative Center located at 4080 Lemon Street in Downtown Riverside. This on-going and weekly Farmers Market is well attended by the community and continues to provide affordable options, including fresh produce and flowers, food and beverages and goods and crafts. The existing License Agreement was amended on September 9, 2021, and again on May 17, 2023, and the County and Operator now desire to enter into a new License Agreement (New License Agreement).

Pursuant to the California Environmental Quality Act (CEQA), the New License Agreement was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 – Existing facilities and Section 1061(b)(3) – common sense exemption. The project, the license, is the licensing of property involving existing facilities, no expansion of an existing use will occur.

The New License Agreement is summarized as follows:

Licensor: County of Riverside
Facilities Management, Real Estate Division
3450 14th St. Suite 201
Riverside, CA 92501

Licensee: Oscar G. De Leon
3764 Live Oak Dr.
Pomona, CA 91767

Location: 4080 Lemon St.
Riverside, CA 92501

Term: May 1, 2026, through April 30, 2029

Option to Extend: One (1) three (3) year option to extend with written notice

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

Custodial: Licensee

Maintenance: Licensee

The attached New License Agreement has been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

This License Agreement will continue to serve the needs of the local community by providing affordable fresh produce and goods along with other food and craft options. The site is conveniently located near the County Administrative Center and close to public transportation.

Contract History and Price Reasonableness

The existing License Agreement had been amended two times previous for extensions to the term, signage and marketing responsibilities, and modification of operating cost allocation.

License & Amendments

Date and M.O.

License Agreement

March 1, 2016, (EDA)

First Amendment

September 14, 2021 (FM)

Second Amendment

May 17, 2023, (FM)

ATTACHMENTS:

- New License Agreement
- Notice of Exemption
- Aerial



Aaron Gettis, Chief Deputy County Counsel

5/4/2026



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
 2724 Gateway Drive
 Riverside, CA 92507
 (951) 486-7000
 www.rivcoacr.org

Receipt: 26-143299

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202600403
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
	F&G Notice of Exemption Fee	\$50.00
Total		\$50.00
Tender (On Account)		\$50.00
Account#	CEQARIVCOFM	
Account Name	CEQARIVCOFM - RIVERSIDE COUNTY FACILITIES MANAGEMENT	
Balance	\$8,437.75	



State of California - Department of Fish and Wildlife
2026 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT
 DFW 753.5a (REV. 01/01/26) Previously DFG 753.5a

RECEIPT NUMBER: 26-143299
STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY RIVERSIDE COUNTY FACILITIES MANAGEMENT	LEAD AGENCY EMAIL MSULLIVAN@RIVCO.ORG	DATE 05/13/2026
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202600403	

PROJECT TITLE
 APPROVAL OF LICENSE AGREEMENT WITH OSCAR G. DE LEON FOR THE RIVERSIDE COUNTY ADMINISTRATIVE CENTER (CAC) FARMER'S MARKET, RIVERSIDE

PROJECT APPLICANT NAME COUNTY OF RIVERSIDE FACILITIES	PROJECT APPLICANT EMAIL MSULLIVAN@RIVCO.ORG	PHONE NUMBER (951) 955-8009
PROJECT APPLICANT ADDRESS 3450 14TH STREET,	CITY RIVERSIDE	STATE CA
		ZIP CODE 92501

PROJECT APPLICANT (Check appropriate box)

Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$4,227.50	\$ _____
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$3,043.75	\$ _____
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,437.25	\$ _____
<input checked="" type="checkbox"/> Exempt from fee		
<input checked="" type="checkbox"/> Notice of Exemption (attach)		
<input type="checkbox"/> CDFW No Effect Determination (attach)		
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)		
<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
<input checked="" type="checkbox"/> County documentary handling fee		\$ 50.00
<input type="checkbox"/> Other		\$ _____


PAYMENT METHOD:

Cash Credit Check Other

TOTAL RECEIVED \$ _____ \$50.00

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE Deputy Adrienne Ribac
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County of Riverside
Facilities Management
3450 14th Street, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202600403 05/13/2026 12:16 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

February 11, 2026

Project Name: Approval of License Agreement with Oscar G. De Leon for the Riverside County Administrative Center (CAC) Farmer's Market, Riverside

Project Number: FM047611058300

Project Location: 4080 Lemon Street, south of 10th Street, Riverside, California, 92501, Assessor's Parcel Numbers (APN): 215-131-001

Description of Project: On March 1, 2016 County of Riverside entered into a License Agreement with Oscar G. De Leon for the purpose of operating a Certified Farmers Market on the grounds of the County Administration Center located at 4080 Lemon St. Riverside, CA 92501. The weekly Farmers Market is well attended by the community and continues to provide affordable fresh produce and goods along with other food and craft options. The License Agreement was amended on September 9, 2021, and May 17, 2023, with the term set to expire on March 16, 2026. The parties now desire to enter into new License Agreement. The License Agreement with the Licensee for the continued operation of a weekly farmer's market is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the site will result in the continued use of an existing facility. The Project will not result in a substantial increase in capacity or the intensity of the use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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 involve unusual circumstances that could potentially have a significant effect on the environment. 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, permitting continued use of a farmer's market at an existing facility.

- 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 the continued use of the existing Farmer’s Market at the Riverside CAC. The project would not substantially increase or expand the use of the sites; and is limited to providing an operator to run the weekly farmer’s market, which will result in the continued use of the site in a similar capacity; 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 Agreement is limited to a License Agreement for use of an existing facility which will not expand or increase the capacity or intensity of use of the site. The use and operation of the facility as a farmer’s market on a weekly basis will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the sites 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.

Therefore, the County of Riverside Facilities Management 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: 2-11-2026

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

Document Root (Read-Only)

Selected Document

2026050564 - NOE - Approval of License Agreement with Oscar G. De Leon for the Riverside County Administrative Center (CAC) Farmer's Market, Riverside

Riverside County
 Created - 5/13/2026 | Submitted - 5/13/2026 | Posted - 5/14/2026 | Received - 5/14/2026 | Published - 5/14/2026
 Whitney N Mayo

Document Details

Public Agency
 Riverside County

Document Type
 Notice of Exemption

Document Status
 Published

Title
 Approval of License Agreement with Oscar G. De Leon for the Riverside County Administrative Center (CAC) Farmer's Market, Riverside

Document Description

On March 1, 2016 County of Riverside entered into a License Agreement with Oscar G. De Leon for the purpose of operating a Certified Farmers Market on the grounds of the County Administration Center located at 4080 Lemon St. Riverside, CA 92501. The weekly Farmers Market is well attended by the community and continues to provide affordable fresh produce and goods along with other food and craft options. The License Agreement was amended on September 9, 2021, and May 17, 2023, with the term set to expire on March 16, 2026. The parties now desire to enter into new License Agreement. The License Agreement with the Licensee for the continued operation of a weekly farmer's market is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the site will result in the continued use of an existing facility. The Project will not result in a substantial increase in capacity or the intensity of the use. No additional direct or indirect physical environmental impacts are anticipated.

Project Number: FM047611058300

Attachments (Upload Project Documents)

3.4 - NOE - License Agreement Oscar De Leon Farmer's Market.pdf

Contacts

County of Riverside Facilities Management - *Mike Sullivan*

3450 14th Street
 Riverside, CA 92501
 Phone : (951) 955-4820
 msullivan@rivco.org

Regions

Southern California

Counties

Riverside

Cities

Riverside

Location Details

Parcel Number - 215-131-001

Other Location Info
 4080 Lemon Street, south of 10th Street, Riverside, California, 92501, Assessor's Parcel Numbers (APN): 215-131-001

Notice of Exemption

Exempt Status

Categorical Exemption

Type, Section Number or Code Number

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 involve unusual circumstances that could potentially have a significant effect on the environment. 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, permitting continued use of a farmer's market at an existing facility.

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 the continued use of the existing Farmer's Market at the Riverside CAC. The project would not substantially increase or expand the use of the sites; and is limited to providing an operator to run the weekly farmer's market, which will result in the continued use of the site in a similar capacity; 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.

Therefore, the County of Riverside Facilities Management 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.

Exempt Status

Other

Type, Section Number or Code Number

15061(b)(3)

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 involve unusual circumstances that could potentially have a significant effect on the environment. 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, permitting continued use of a farmer's market at an existing facility.

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 Agreement is limited to a License Agreement for use of an existing facility which will not expand or increase the capacity or intensity of use of the site. The use and operation of the facility as a farmer's market on a weekly basis will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the sites 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.

Therefore, the County of Riverside Facilities Management 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.

County Clerk(s)

Riverside

Signature

Title

Date

SCH Number 2026050564

From Thomas Hubbard <THOMAS.HUBBARD@lci.ca.gov>

Date Thu 5/14/2026 10:42 AM

To Mayo, Whitney <WMayo@Rivco.org>

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

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<https://cegasubmit.lci.ca.gov/Document/Index/334245/1>

Please contact the SCH with any questions at state.clearinghouse@lci.ca.gov.

Thank you,



Thomas Hubbard | *he/him/his*

Jr. CEQA Analyst

Governor's Office of Land Use & Climate Innovation

Thomas.hubbard@lci.ca.gov

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1 **LICENSE**

2 (County of Riverside and Oscar G. De Leon)

3
4 **COUNTY OF RIVERSIDE**, a political subdivision of the State of California,
5 herein called County, hereby grants to **OSCAR G. DE LEON**, an individual, herein
6 called Licensee, a license to use the property herein called "Farmers Market,"
7 described below upon the following terms and conditions:

8 **1. Purpose and Scope.**

9 (a) County hereby authorizes Licensee to occupy the "Farmers
10 Market" within that certain area located at 4080 Lemon Street, Riverside, California, as
11 shown on the attached Exhibit "A" ("Premises").

12 (b) It is expressly understood and agreed to by the parties hereto that
13 by authorizing occupancy at the location described in Section 1(a) herein for the
14 purpose of operating a Certified Farmers Market, no estate or interest in real property
15 is being conveyed to Licensee by County and that the right of use acquired is only an
16 exclusive, revocable and unassignable permission and privilege to occupy in
17 accordance with the provisions of this License.

18 **2. Term.**

19 (a) The Term of this License shall be for a period of Thirty-Six (36)
20 months commencing on May 1, 2026, and terminating April 30, 2029.

21 (b) Any holding over by Licensee after the expiration of said term or
22 any extension thereof shall be on a month-to-month basis upon the same terms and
23 conditions of this License.

24 **3. Option to Extend.**

25 (a) An option to extend the term for a separate and consecutive three
26 (3) year period will be available. The option to extend shall be exercised by Licensee
27 providing written notification to County no later than sixty (60) days prior to the
28 expiration of the initial term of this License.

MAY 1 2 2026 3 . 4

1 **4. Consideration.** Licensee shall retain all revenues from vendor charges in
2 lieu of a monthly fee from County. County, in its sole discretion, shall be responsible
3 for marketing, Licensee shall provide social media marketing during the term and any
4 extended term thereafter. County shall provide reasonable and appropriate signage for
5 advertising at the Farmers Market located at 4080 Lemon Street, Riverside.

6 **5. Licensee's Hours of Operation/Access:**

7 (a) Days of Operation: Weekly, every Wednesday of each month

8 (b) 8:30 a.m. to 1:30 p.m.

9 **6. Maintenance.** Licensee or Licensee's clients, invitees, and employees
10 shall be responsible for any damage to County-owned property and "Premises",
11 including, but not limited to, water, plumbing, electrical and fire that are due to
12 Licensee's neglect including appurtenant equipment and fixtures.

13 **7. Custodial.** Licensee shall be responsible for ensuring the area as
14 depicted on Exhibit A is left in a clean condition at the conclusion of each Farmers
15 Market.

16 **8. Signs.** Licensee shall not erect, maintain or display any signs or other
17 forms of advertising on the "Premises" without first obtaining the written approval of the
18 County.

19 **9. Vendors.** Vendors shall provide approximately 70% Certified Farmers
20 Market items including prepackaged items and 30% craft items. Licensee shall provide
21 vendor list on a semiannual basis no later than January first and July first, or whenever
22 new vendors are added. The vendor list will be sent to Fm-Leasing@rivco.org
23 referencing the lease number RV583. All vendors shall provide white pop-
24 ups/canopies to ensure a look of conformity.

25 **10. Vendor Parking.** Unloading and vendor parking shall take place at the
26 approximately 12 metered parking spaces on 10th Street between Lime Street and
27 Lemon Street as well as up to 10 parking spaces on 10th Street between Lemon Street
28 and Orange Street. Parking or driving vehicles on the Premises is prohibited.

1 Licensee shall be responsible for posting No Parking - Riverside Farmers Market signs
2 a minimum of 24 hours prior to event. Licensor recommends Licensee take
3 timestamped photo evidence of each posted sign and location be for documentation
4 purposes. All vendor vehicle license plate information shall be emailed to City of
5 Riverside Parking Services at Parking@RiversideCA.gov to verify vendor status as well
6 as to ensure the vehicle is not ticketed on the day of the event. Vendor Vehicles are to
7 park properly in designated metered stalls marked with posted No Parking – Riverside
8 Farmers Market signs only. Any vehicle parked in any other unmarked metered
9 parking space will be subject to daily metered parking rates. Licensor will be
10 responsible for submitting the necessary Parking Encroachment forms to the City of
11 Riverside to facilitate the parking needs for the event.

12 **11. Inspection of Premises.** County, through its duly authorized agents,
13 shall have the right to inspect, monitor and evaluate the obligations of Licensee
14 hereunder for the purpose of doing any and all things which it is obligated and has a
15 right to do under this License.

16 **12. Ingress and Egress.** Licensee shall be permitted ingress and egress to
17 and from the Farmers Market only through such routes as are designated by County.

18 **13. Compliance with Government Regulation.**

19 (a) County shall provide a minimum of One (1) restroom and hand
20 washing facility within approximately two hundred feet of the Farmers Market.

21 (b) Licensee shall comply with the requirements of all local, state and
22 federal statues, regulations, rules, ordinances and orders now in force or which may be
23 hereafter in force, pertaining to its operation. Licensee is to secure, at no cost to the
24 County, all necessary licenses, permits, as required by law. The final judgment,
25 decree or order of a court of competent jurisdiction, or the admission of Licensee in any
26 action or proceedings against Licensee, whether Licensee be a party thereto or not,
27 that Licensee has violated any such statutes, regulations, rules, ordinances or orders,
28

1 in the use of the licensed "Premises", shall be conclusive of that fact as between
2 County and Licensee.

3 (c) Licensee shall ensure that it and its vendors keep any music or
4 amplified sound to a reasonable volume, at the sole discretion of the County, so not to
5 cause a nuisance or disrupt County operations.

6 **14. Termination of License.** Either party to this License may terminate the
7 License without cause by giving the other party forty-five (45) days written notice.

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

15 (a) Workers' Compensation:

16 If the Licensee has employees as defined by the State of California, the
17 Licensee shall maintain statutory Workers' Compensation. Insurance (Coverage A) as
18 prescribed by the laws of the State of California. Policy shall include Employers'
19 Liability (Coverage B) including Occupational Disease with limits not less than
20 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation
21 in favor of The County of Riverside.

22 (b) Commercial General Liability:

23 Commercial General Liability insurance coverage, including but not
24 limited to, premises liability, unmodified contractual liability, products and completed
25 operations liability, personal and advertising injury, and cross liability coverage,
26 covering claims which may arise from or out of Licensee's performance of its
27 obligations hereunder. Policy shall name the County as Additional Insured. Policy's
28 limit of liability shall not be less than \$2,000,000 per occurrence combined single limit.

1 If such insurance contains a general aggregate limit, it shall apply separately to this
2 agreement or be no less than two (2) times the occurrence limit.

3 (c). Vehicle Liability:

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

10 (d). General Insurance Provisions – All lines:

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

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

26 3) Licensee shall cause Licensee's insurance carrier(s) to
27 furnish the County of Riverside with either 1) a properly executed original Certificate(s)
28 of Insurance and certified original copies of Endorsements effecting coverage as

1 required herein, and 2) if requested to do so orally or in writing by the County Risk
2 Manager, provide original Certified copies of policies of insurance shall contain the
3 covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice
4 shall be given to the County of Riverside prior to any material modification,
5 cancellation, expiration or reduction in coverage of such insurance. If Licensee
6 insurance carrier(s) policies does not meet the minimum notice requirement found
7 herein, Licensee shall cause Licensee insurance carrier(s) to furnish a 30-day Notice of
8 Cancellation Endorsement.

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

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

25 6) If, during the term of this Agreement or any extension
26 thereof, there is a material change in the scope of services; or, there is a material
27 change in the equipment to be used in the performance of the scope of work; or, the
28 term of the Agreement, including any extensions thereof, exceeds five (5) years; the

1 County reserves the right to adjust the types of insurance and the monetary limits of
2 liability required under this Agreement, if in the County Risk Manager's reasonable
3 judgment, the amount or type of insurance carried by the Licensee has become
4 inadequate.

5 7) Licensee shall pass down the insurance obligations
6 contained herein to all tiers of subcontractors working under this Agreement.

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

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

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

18 **16. Hold Harmless.**

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

26 (b) Licensee shall indemnify and hold harmless the County of
27 Riverside, its Agencies, Districts, Special Districts and Departments, their respective
28 directors, officers, Board of Supervisors, elected and appointed officials, employees,

1 agents and representatives (individually and collectively hereinafter referred to as
2 Indemnitees) from any liability whatsoever, based or asserted upon any services of
3 Licensee, its officers, employees, subtenants, agents or representatives arising out of
4 or in any way relating to this Agreement, including but not limited to property damage,
5 bodily injury, or death or any other element of any kind or nature whatsoever arising
6 from the performance of Licensee, its officers, employees, subtenants, agents or
7 representatives Indemnitors from this Agreement. Licensee shall defend, at its sole
8 expense, all costs and fees including, but not limited, to attorney fees, cost of
9 investigation, defends and settlements or awards, the Indemnitees in any claim or
10 action based upon such alleged acts or omissions

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

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

20 The specified insurance limits required in this Agreement shall in no way
21 limit or circumscribe Licensee's obligations to indemnify and hold harmless the
22 Indemnities herein from third party claims.

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

27 **17. Assignment.** Licensee cannot assign, sublet, mortgage, hypothecate or
28 otherwise transfer in any manner any of its rights, duties, or obligations hereunder to

1 any person or entity without the written consent of County being first obtained, which
2 consent shall be in the absolute discretion of County. In the event of any such transfer,
3 as provided in this Section, Licensee expressly understands and agrees that it shall
4 remain liable with respect to any and all of the obligations and duties contained in this
5 License.

6 **18. Toxic Materials.** During the term of the License and any extensions
7 thereof, Licensee shall not violate any federal, state, or local law, ordinance or
8 regulation, relating to industrial hygiene or to the environmental condition on, under or
9 about the licensed "Premises", including, but not limited to, soil and groundwater
10 conditions.

11 Further, Licensee, its successors, assigns and subcontractors, shall not use,
12 generate, manufacture, produce, store or dispose of on, under or about the "Premises"
13 or transport to or from the licensed "Premises" any flammable explosives, asbestos,
14 radioactive materials, hazardous wastes, toxic substances or related injurious
15 materials, whether injurious by themselves or in combination with other materials
16 (collectively, hazardous substances, hazardous materials, or toxic substances) in the
17 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as
18 amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act,
19 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42
20 U.S.C. Section 6901, et seq; and those substances defined as Hazardous Wastes in
21 Section 25117 of the California Health and Safety Code or as Hazardous Substances
22 in Section 25316 of the California Health and Safety Code; and in the regulations
23 adopted in publications promulgated pursuant to said laws.

24 **19. Free From Liens.** Licensee shall pay, when due, all sums of money that
25 may become due for any labor, services, material, supplies, or equipment, alleged to
26 have been furnished or to be furnished to Licensee, in, upon or about the licensed
27 "Premises", and which may be secured by a mechanic's, materialman's or other lien
28 against the "Premises" or County's interest therein, and will cause each such lien to be

1 fully discharged and released at the time the performance of any obligation secured by
2 such lien matures or becomes due; provided, however, that if Licensee desires to
3 contest any such lien, it may do so, but notwithstanding any such contest, if such lien
4 shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed,
5 and said stay thereafter expires, then and in such event, Licensee shall forthwith pay
6 and discharge said judgment.

7 **20. Employees and Agents of Licensee.** It is understood and agreed that
8 all persons hired or engaged by Licensee shall be considered to be employees or
9 agents only of Licensee and not of County.

10 **21. Binding on Successors.** Licensee, its assigns and successors in
11 interest, shall be bound by all the terms and conditions contained in this License, and
12 all the parties thereto shall be jointly and severally liable hereunder.

13 **22. Waiver of Performance.** No waiver by County at any time of any of the
14 terms and conditions of this License shall be deemed or construed as a waiver at any
15 time thereafter of the same or of any other terms or conditions contained herein or of
16 the strict and timely performance of such terms and conditions.

17 **23. Severability.** The invalidity of any provision in this License as
18 determined by a court of competent jurisdiction shall in no way affect the validity of any
19 other provision hereof.

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

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

27
28 COUNTY:

LICENSEE:

1 County of Riverside Oscar G. De Leon
2 Facilities Management 3764 Live Oak Dr.
3 3450 14th Street, Suite 200 Pomona, CA 91767
4 Riverside, CA 92501 oscarxicara@gmail.com
5 Attn: Deputy Director of Real Estate 714-345-3087
6 Fm-Leasing@rivco.org
7 951-955-4820

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

10 **26. Permits, Licenses and Taxes.** Licensee shall secure and maintain, at
11 its expense, all necessary permits and licenses as it may be required to obtain and/or
12 hold, and Licensee shall pay for all fees and taxes levied or required by any authorized
13 public entity. Licensee recognizes and understands that this License may create a
14 possessory interest subject to property taxation and that Licensee may be subject to
15 the payment of property taxes levied on such interest. Upon receipt of any tax bill
16 Licensee shall submit to the County for reimbursement.

17 **27. Section Headings.** The Section headings herein are for the
18 convenience of the parties only, and shall not be deemed to govern, limit, modify or in
19 any manner affect the scope, meaning or intent of the provisions or language of this
20 License.

21 **28. County's Representative.** County hereby appoints the Riverside
22 County Board of Supervisors as its authorized representatives to administer this
23 License.

24 **29. Agent for Service of Process.** It is expressly understood and agreed
25 that in the event Licensee is not a resident of the State of California or it is an
26 association or partnership without a member or partner resident of the State of
27 California, or it is a foreign corporation, then in any such event, Licensee shall file with
28 the Riverside County Board of Supervisors upon its execution hereof, a designation of

1 a natural person residing in the State of California, giving his or her name, residence
2 and business addresses, as its agent for the purpose of services of process in any
3 court action arising out of or based upon this License, and the delivery to such agent of
4 a copy of any process in any such action shall constitute valid service upon Licensee. It
5 is further expressly understood and agreed that if for any reason service of such
6 process upon such agent is not feasible, then in such event Licensee may be
7 personally served with such process out of this County and that such service shall
8 constitute valid service upon Licensee. It is further expressly understood and agreed
9 that Licensee is amenable to the process so served, submits to the jurisdiction of the
10 court so obtained and waives any and all objections and protests thereto.

11 **30. Confidentiality.** The Licensee shall maintain the confidentiality of all
12 information and records pertaining to privacy and confidentiality, and comply with all
13 other statutory laws and regulations relating to privacy and confidentiality.

14 **31. Entire License.** This License is intended by the parties hereto as a final
15 expression of their understanding with respect to the subject matter hereof and as a
16 complete and exclusive statement of the terms and conditions thereof and supersedes
17 any and all prior and contemporaneous licenses, agreements, and understandings,
18 oral or written, in connection therewith. The License may be changed or modified only
19 upon the written consent of the parties hereto.

20 **32. Approval.** This License shall not be binding or consummated until its
21 approval by the Riverside County Board of Supervisors.

22 SIGNATURES ON FOLLOWING PAGE
23
24
25
26
27
28

1 **IN WITNESS WHEREOF**, the Parties have executed this License as of
2 the date first written above.

3
4 Dated: MAY 12 2026

5 **COUNTY OF RIVERSIDE**

LICENSEE

6
7
8 By: Karen S. Spiegel
9 Karen Spiegel, Chair
Board of Supervisors

By: Oscar G. De Leon
Oscar G. De Leon

10
11 **ATTEST:**
12 Kimberly A. Rector
13 Clerk of the Board

14 [Signature]
15 By: _____
16 Deputy

17
18
19 **APPROVED AS TO FORM:**
20 Minh C. Tran, County Counsel

21 [Signature]
22 By: _____
23 Ryan Yabko
24 Deputy County Counsel

25 AN:il/04222026/RV583/40.364
26
27
28

MAY 12 2026 3 . 4

Riverside Farmers Market

4080 Lemon St. Riverside, CA 92501



Legend

County Centerline Names



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes

District 1
Premises Shaded in Blue
APN: 215-131-001

0 94 188 Feet

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