

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



ITEM: 3.9
(ID # 28654)

MEETING DATE:

Tuesday, August 26, 2025

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND BOS DISTRICT 1: Approval of License Agreement by and between the County of Riverside and Oscar G. De Leon, Mead Valley, Three Year License Agreement; CEQA Exempt Pursuant to State Guidelines Sections 15301 and 15061(b)(3); District 1. [Total Cost: \$5,000 - CRF Funds 100%] (Clerk of the Board to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the use of \$5,000 in Community Revitalization Funds (CRF) for the establishment of the Mead Valley Farmer's Market;
2. 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;
3. Approve the License between the County of Riverside and Oscar G. De Leon, and authorize the Chair of the Board to execute the same on behalf of the County;
4. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five working days of Board approval.

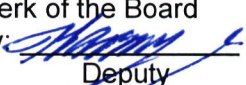
ACTION:Policy


Vincent Yzaguirre 8/15/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina 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: August 26, 2025
xc: FM-RE, BOS-D1, 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	\$5,000	\$0	\$5,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: District 1 Community Revitalization Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 2025/26	

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

BACKGROUND:

Summary

The Mead Valley unincorporated area of the County of Riverside is known as a close-knit rural community of both residents and businesses. The focal meeting point of the community is the Charles G. Meigs, Sr. Mead Valley Community Center (Community Center), and there has been a recognized need for a Certified Farmer’s Market to serve this local community.

The County’s (Licensor) goal is to organize and recruit a trusted farmer’s market operator to duplicate the success of other local farmer’s markets in the downtown Riverside and Moreno Valley areas. This new Mead Valley Farmer’s Market (Farmer’s Market) will be certified by the County Agricultural Commissioner and feature nutrition incentive programs such as Women, Infants, and Children (WIC) and the Supplemental Nutrition Assistance Program (SNAP). The Farmer’s Market will also partner with The Blue Zones Project to help measure healthy outcomes based on data collection between the Farmer’s Market and consumers.

The selected site for what is envisioned as the Mead Valley Farmer’s Market will be located in the parking lot of the Community Center at 21091 Rider Street in Mead Valley. The hours of operation will be weekly on Sundays from 6:00 a.m. until 3:00 p.m., which also includes two extra hours each on the start and end times for setup and tear down. The selected operator, Oscar G. De Leon (Licensee), is a known and successful operator of farmer’s markets throughout the region and will enter into a license agreement with the County for a three (3) year initial term, beginning October 5, 2025.

The County will contribute \$5,000 as business startup costs from the District 1 Community Revitalization Funds (CRF) within the first twenty-one (21) days of the agreement. The Licensee shall be solely responsible for procuring and paying for custodial, and trash service. The County will provide use of the on-site restrooms. The Licensee and its vendors will fully comply with all permitting and licenses required to run a Farmer’s Market. Either party retains the right to cancel the agreement for any reason with sixty (60) days prior written notice, however, should the County terminate within the three (3) year term, it will pay the Licensee \$5,000. The County also retains the right to relocate the Farmer’s Market to another location after twelve (12) months.

The County, through its strategic partnerships with The Blue Zone Project, SNAP, WIC, and Mr. De Leon, endeavors to create a regional gathering place where small businesses, farmers, and

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

healthy living are all promoted. As detailed in the attached Notice of Exemption, the project is deemed to be exempt pursuant to the State CEQA Guidelines.

Impact on Residents and Businesses

With the addition of a Farmer's Market to the Mead Valley area, residents and businesses will benefit from local and ready access to fresh food, produce and certain craft items. The partnership with the Blue Zones will also bring added attention and focus to the area, highlighting the benefits and drive toward healthy living and longevity.

Additional Fiscal Information

District 1 has provided up to \$5,000 in CRF funds to be used for the business start up costs of the Licensee. In exchange for any waived rent, the Licensee will fully manage and attract farmers and vendors to the location, providing a valuable market experience to County residents. Facilities Management, Real Estate (FM-RE) will not be collecting a fee under this License.

Contract History and Price Reasonableness

Oscar De Leon currently operates the farmer's markets at the County Administrative Center (CAC) and the County Medical Center in Moreno Valley. The License Agreement is competitive and fair for both parties and mirrors other successful agreements that County maintains with the Licensee.

ATTACHMENTS:

- License Agreement
- Financial Exhibit A
- Notice of Exemption
- Aerial Image


Aaron Gettis, Chief of Deputy County Counsel 8/20/2025



State of California - Department of Fish and Wildlife
2025 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER:
 25-262272
 STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY COUNTY OF RIVERSIDE FACILITIES	LEAD AGENCY EMAIL MSULLIVAN@RIVCO.ORG	DATE 08/27/2025
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202500768	

PROJECT TITLE

APPROVAL OF LICENSE AGREEMENT WITH OSCAR G. DE LEON FOR THE MEAD VALLEY
 COMMUNITY CENTER FARMER'S MARKET, MEAD VALLEY

PROJECT APPLICANT NAME COUNTY OF RIVERSIDE FACILITIES	PROJECT APPLICANT EMAIL MSULLIVAN@RIVCO.ORG	PHONE NUMBER (951) 955-4820
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) | \$4,123.50 | \$ _____ |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,968.75 | \$ _____ |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW | \$1,401.75 | \$ _____ |

- Exempt from fee
 Notice of Exemption (attach)
 CDFW No Effect Determination (attach)
 Fee previously paid (attach previously issued cash receipt copy)

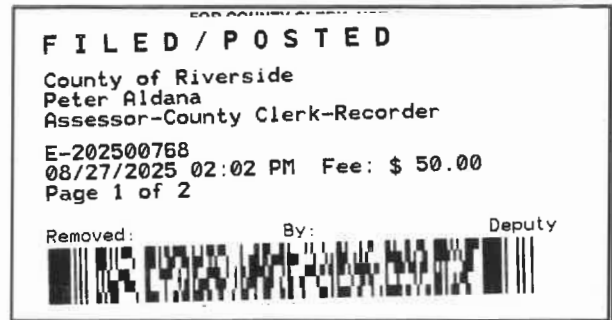
- | | | |
|-------------------------------------------------------------------------------------------------------------|----------|------------------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ _____ |
| <input checked="" type="checkbox"/> County documentary handling fee | | \$ _____ \$50.00 |
| <input type="checkbox"/> Other | | \$ _____ |

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other
 TOTAL RECEIVED
 \$ _____ \$50.00

SIGNATURE X <i>I Tejada</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy Isabel Tejada
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County of Riverside
Facilities Management
3450 14th Street, Riverside, CA



NOTICE OF EXEMPTION

August 15, 2025

Project Name: Approval of License Agreement with Oscar G. De Leon for the Mead Valley Community Center Farmer's Market, Mead Valley

Project Number: FM0417200449

Project Location: 21091 Rider Street, west of Lee Road, Mead Valley, California, Assessor's Parcel Numbers (APN): 255-080-041

Description of Project: The Mead Valley unincorporated area of the County of Riverside is known as a close-knit rural community of both residents and businesses. The focal meeting point of the community is the Charles G. Meigs, Sr. Mead Valley Community Center (Community Center) and there has been a recognized need for a Certified Farmer's Market to serve this local community.

The County's (Licensor) goal is to organize and recruit a trusted farmer's market operator to duplicate the success of other local farmer's markets in the downtown Riverside and Moreno Valley areas. This new Mead Valley Farmer's Market (Farmer's Market) will be certified by the County Agricultural Commissioner and feature nutrition incentive programs such as Woman's, Infants, and Children (WIC) and the Supplemental Nutrition Assistance Program (SNAP). The Farmer's Market will also partner with The Blue Zones Project to help measure healthy outcomes based on data collection between the Farmer's Market and consumers.

The selected site for what is envisioned as the Mead Valley Farmer's Market will be located in the parking lot of the Community Center at 21091 Rider Street in Mead Valley. The hours of operation will be weekly on Sundays from 6:00 a.m. until 3:00 p.m., which also includes two extra hours each on the start and end times for setup and tear down. The selected operator, Oscar G. De Leon (Licensee), is a known and successful operator of farmer's markets throughout the region and will enter into a license agreement with the County for a three (3) year initial term.

The County, through its strategic partnerships with The Blue Zone Project, SNAP, WIC, and Mr. De Leon, endeavors to create a regional gathering place where small businesses, farmers, and healthy living are all promoted. The License Agreement with the Licensee for 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 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 community center in Mead Valley as a Farmer's Market. The project would not substantially increase or expand the use of the sites; and is limited to providing an operator to run the farmer's market on Sundays, 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 an 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 Sundays 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:** 8-15-2025

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



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

Receipt: 25-262272

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202500768
	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	\$6,937.75	
Comment	SST3576S2148	

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**, herein called Licensee, a
6 License to use the property herein called "Mead Valley Farmers Market," described
7 below upon the following terms and conditions:

8 **1. Purpose and Scope.**

9 (a) County hereby authorizes Licensee to occupy the "Mead Valley
10 Farmers Market" within that certain area located at 21091 Rider Street, Mead Valley,
11 California, as shown in blue on the attached Exhibit "A" and incorporated herein
12 ("Premises"). The County, in its sole discretion, after the first twelve (12) months of term
13 may relocate the Mead Valley Farmer's Market to another location if in its sole opinion
14 the public attendance does not meet its expectation.

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

21 **2. Term.**

22 (a) The Term of this License shall be for a period of Thirty-Six (36)
23 months effective as of October 5, 2025 and terminating October 4, 2028.

24 (b) Any holding over by Licensee after the expiration of said term or
25 any extension thereof shall be on a month-to-month basis upon the same terms and
26 conditions of this License. Notwithstanding the foregoing, in no event shall this License
27 be extended beyond October 4, 2030, without approval by the Board of Supervisors.

1 **3. Consideration.** Notwithstanding anything contrary in this License,
2 County shall provide a one-time payment of \$5,000.00 to Licensee as startup costs
3 within twenty-one (21) days of execution of this License by both parties. This one-time
4 payment will include the cost of all management fees, permits, licenses, equipment and
5 any other administrative costs. Licensee shall retain all revenues from vendor charges
6 in lieu of a monthly fee from County. Licensee shall provide social media marketing
7 during the term and any extended term thereafter.

8 **4. Licensee's Hours of Operation/Access:**

- 9 (a) Days of Operation: Weekly, every Sunday of each month
10 (b) 6:00 a.m. to 3:00 p.m. total vendor hours (set up/tear down)
11 (c) 8:00 a.m. to 1:00 p.m. customer hours

12 **5. Maintenance.** Licensee or Licensee's clients, invitees, and employees
13 shall be responsible for any and all damage to County-owned property and the
14 Premises, including, but not limited to, water, plumbing, electrical and fire that are due
15 to Licensee's neglect, or intentional damage, including appurtenant equipment and
16 fixtures.

17 **6. Custodial.** Licensee shall be responsible for ensuring the area as
18 depicted on Exhibit "A" is left in a clean condition at the conclusion of each Mead
19 Valley Farmers Market.

20 **7. Signs.** Licensee shall not erect, maintain or display any signs or other
21 forms of advertising on the Premises without first obtaining the written approval of the
22 County.

23 **8. Vendors.**

24 (a) Vendors shall provide approximately 70% Certified Farmers
25 Market items and 30% food and craft items. Certified Farmers Market Items shall be
26 defined as, "a retail location where farmers sell agricultural products they have grown
27 directly to consumers. These markets are certified by the County Agricultural
28 Commissioner, ensuring that the products sold are from certified producers who have

1 grown the items themselves. Only California-grown products can be sold at these
2 markets.” Licensee shall provide vendor list on a semi-annual basis. All vendors shall
3 provide white popups tents or canopies to ensure a look of conformity.

4 (b) Prohibited Products: The sale or use of alcohol, tobacco, or vaping
5 products is prohibited and unlawful at the farmers' market and within 25 feet of all
6 entrances and exits of the farmers' market. Signage to indicate this prohibition will be
7 provided by Blue Zones during the timeline of the initiative and use beyond.

8 (c) Nutrition Incentive Programs: The United States Department of
9 Agriculture (USDA) manages several programs that benefit local farmers including
10 SNAP and FMNP for seniors and recipients of the Special Supplemental Nutrition
11 Program for Women, Infants, and Children (WIC). Market Match is California's healthy
12 food incentive program that matches customers' CalFresh nutrition assistance benefits
13 at farmers' markets and will be administered at the farmers market. Vendors are
14 required to accept Market Match and SNAP/EBT tokens for eligible products. No cash
15 change or credit card tokens may be given for SNAP/EBT tokens. The farmers' market
16 will partner with Blue Zones to facilitate these healthy food incentive programs for the
17 benefit of vendors, shoppers, and the larger market community. Training and
18 promotional materials on tokens, FMNP, market programs, and other token rules and
19 regulations will be reviewed and accepted annually in partnership with Blue Zones. The
20 farmers market will share any relevant data collected with Blue Zones to measure
21 progress and outcomes, such as: growth in number of participants in local food
22 incentive programs, and daily consumption of healthy items by participants.

23 **9. Vendor Parking.** Licensee shall only utilize the Mead Valley Community
24 Center Parking lot within the demarcated area as depicted in Exhibit 'A'. The parking is
25 provided at no cost to the Licensee. Licensee shall ensure the free flow of traffic to
26 other parking areas of the Premises.

27 **10. Inspection of Premises.** County, through its duly authorized agents,
28 shall have the right to inspect, monitor and evaluate the obligations of Licensee

1 hereunder for the purpose of doing any and all things which it is obligated and has a
2 right to do under this License.

3 **11. Ingress and Egress.** Licensee shall be permitted ingress and egress to
4 and from the Mead Valley Farmers Market only through such routes as are designated
5 by County.

6 **12. Compliance with Government Regulation.**

7 (a) Licensee may make use of County provided on-site restrooms. It will
8 be the Licensee's responsibility to ensure that the restrooms meet all government
9 regulations.

10 (b) Licensee shall comply with the requirements of all local, state and
11 federal statues, regulations, rules, ordinances and orders now in force or which may be
12 hereafter in force, pertaining to its operation. Licensee shall secure, at no cost to the
13 County, all necessary licenses, permits, as required by law.

14 (c) The final judgment, decree or order of a court of competent
15 jurisdiction, or the admission of Licensee in any action or proceedings against
16 Licensee, whether Licensee be a party thereto or not, that Licensee has violated any
17 such statutes, regulations, rules, ordinances or orders, in the use of the licensed
18 Premises, shall be conclusive of that fact as between County and Licensee.

19 (d) County shall provide one (1) three-yard dumpster (or larger) for
20 use by the Licensee and its vendors as required by government regulation as depicted
21 on Exhibit "A".

22 **13. Termination of License.** Either party to this License may terminate the
23 License without cause by giving the other party sixty (60) days written notice.

24 (a) If during the initial Term the County elects to terminate the
25 agreement for reasons other than willful misconduct or negligence of the Licensee, it
26 shall pay to the Licensee a \$5,000 penalty within thirty days of the termination date of
27 the agreement. In the event of a public health emergency as declared by the Riverside
28 County Department of Public Health, the \$5,000 penalty shall not apply.

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

8 A. Workers' Compensation:

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

15 B. Commercial General Liability:

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

24 C. Vehicle Liability:

25 If vehicles or mobile equipment are used in the performance of the
26 obligations under this Agreement, then Licensee shall maintain liability insurance for all
27 owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000
28 per occurrence combined single limit. If such insurance contains a general aggregate

1 limit, it shall apply separately to this agreement or be no less than two (2) times the
2 occurrence limit. Police shall name the County as Additional Insureds.

3 D. General Insurance Provisions – All lines:

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

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

18 3) Licensee shall cause Licensee's insurance carrier(s) to furnish the
19 County of Riverside with either 1) a properly executed original Certificate(s) of
20 Insurance and certified original copies of Endorsements effecting coverage as required
21 herein, and 2) if requested to do so orally or in writing by the County Risk Manager,
22 provide original Certified copies of policies of insurance shall contain the covenant of
23 the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given
24 to the County of Riverside prior to any material modification, cancellation, expiration or
25 reduction in coverage of such insurance. If Licensee insurance carrier(s) policies does
26 not meet the minimum notice requirement found herein, Licensee shall cause Licensee
27 insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

28

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

13 5) It is understood and agreed to by the parties hereto that the
14 Licensee insurance shall be construed as primary insurance, and the County's
15 insurance and deductibles and self-insured retention's and self-insured programs shall
16 not be construed as contributory.

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

24 7) Licensee shall pass down the insurance obligations contained
25 herein to all tiers of subcontractors and vendors working under this Agreement.

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

28

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

4 10) Licensee shall Cause its insurance carriers to furnish the County
5 by direct mail with Certificate(s) of Insurance showing that such insurance is in full
6 force and effect, and that County is named as additional insured with respect to this
7 License and the obligations of Licensee hereunder. Licensee shall not take possession
8 or otherwise use the licensed Premises until County has been furnished with
9 Certificate(s) of Insurance as otherwise required in this Paragraph 14.

10 **15. Hold Harmless.**

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

19 (b) Licensee shall indemnify and hold harmless the County of
20 Riverside, its Agencies, Districts, Special Districts and Departments, their respective
21 directors, officers, Board of Supervisors, elected and appointed officials, employees,
22 agents and representatives (individually and collectively hereinafter referred to as
23 Indemnitees) from any liability whatsoever, based or asserted upon any services of
24 Licensee, its officers, employees, subtenants, agents or representatives arising out of
25 or in any way relating to this Agreement, including but not limited to property damage,
26 bodily injury, or death or any other element of any kind or nature whatsoever arising
27 from the performance of Licensee, its officers, employees, subtenants, agents or
28 representatives Indemnitors from this Agreement. Licensee shall defend, at its sole

1 expense, all costs and fees including, but not limited, to attorney fees, cost of
2 investigation, defends and settlements or awards, the Indemnitees in any claim or
3 action based upon such alleged acts or omissions

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

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

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

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

20 **16. Assignment.** Licensee cannot assign, sublet, mortgage, hypothecate or
21 otherwise transfer in any manner any of its rights, duties, or obligations hereunder to
22 any person or entity without the written consent of County being first obtained, which
23 consent shall be in the absolute discretion of County. In the event of any such transfer,
24 as provided in this Paragraph, Licensee expressly understands and agrees that it shall
25 remain liable with respect to any and all of the obligations and duties contained in this
26 License.

27 **17. Toxic Materials.** During the term of the License and any extensions
28 thereof, Licensee shall not violate any federal, state, or local law, ordinance or

1 regulation, relating to industrial hygiene or to the environmental condition on, under or
2 about the licensed Premises, including, but not limited to, soil and groundwater
3 conditions.

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

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

28

1 **19. 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 **20. 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 **21. 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 **22. 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. To the extent any provision found to be invalid is closely
14 connected to others, those provisions will be adjusted to reflect the parties' original
15 intent, and the rest of the License shall remain enforceable.

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

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

23
24 COUNTY:

25 County of Riverside
26 Facilities Management
27 3450 14th Street, Suite 200
28 Riverside, California 92501

LICENSEE:

Oscar G. De Leon
2222 Huntington Dr., Apt A109
Duarte, California 91010

1 Attn: Deputy Director of Real Estate

2
3 or to such other addresses as from time to time shall be designated by the respective
4 parties.

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

12 **26. Paragraph Headings.** The Paragraph headings herein are for the
13 convenience of the parties only, and shall not be deemed to govern, limit, modify or in
14 any manner affect the scope, meaning or intent of the provisions or language of this
15 License.

16 **27. County's Representative.** County hereby appoints the Director of
17 Facilities Management or designee as its authorized representative to administer this
18 License.

19 **28. Agent for Service of Process.** It is expressly understood and agreed
20 that in the event Licensee is not a resident of the State of California or it is an
21 association or partnership without a member or partner resident of the State of
22 California, or it is a foreign corporation, then in any such event, Licensee shall file with
23 the Director of Facilities Management or designee, upon its execution hereof, a
24 designation of a natural person residing in the State of California, giving his or her
25 name, residence and business addresses, as its agent for the purpose of services of
26 process in any court action arising out of or based upon this License, and the delivery
27 to such agent of a copy of any process in any such action shall constitute valid service
28 upon Licensee. It is further expressly understood and agreed that if for any reason

1 service of such process upon such agent is not feasible, then in such event Licensee
2 may be personally served with such process out of this County and that such service
3 shall constitute valid service upon Licensee. It is further expressly understood and
4 agreed that Licensee is amenable to the process so served, submits to the jurisdiction
5 of the court so obtained and waives any and all objections and protests thereto.

6 **29. Confidentiality.** The Licensee shall maintain the confidentiality of all
7 information and records pertaining to privacy and confidentiality, and comply with all
8 other statutory laws and regulations relating to privacy and confidentiality.

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

15 **31. Approval.** This License shall not be binding or consummated until its
16 approval by County of Riverside Board of Supervisors.

17 **32. Language for Use of Electronic (Digital) Signatures.** This
18 Agreement may be executed in any number of counterparts, each of which will be an
19 original, but all of which together will constitute one instrument. Each party of this
20 Agreement agrees to the use of electronic signatures, such as digital signatures that
21 meet the requirements of the California Uniform Electronic Transactions Act
22 (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The
23 parties further agree that the electronic signatures of the parties included in this
24 Agreement are intended to authenticate this writing and to have the same force and
25 effect as manual signatures. Electronic signature means an electronic sound, symbol,
26 or process attached to or logically associated with an electronic record and executed or
27 adopted by a person with the intent to sign the electronic record pursuant to the
28 CUETA as amended from time to time. The CUETA authorizes use of an electronic

1 signature for transactions and contracts among parties in California, including a
2 government agency. Digital signature means an electronic identifier, created by
3 computer, intended by the party using it to have the same force and effect as the use
4 of a manual signature, and shall be reasonably relied upon by the parties. For
5 purposes of this section, a digital sig-nature is a type of "electronic signature" as
6 defined in subdivision (i) of Section 1633.2 of the Civil Code.


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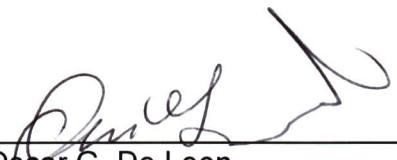
SIGNATURES ON NEXT PAGE

1 Dated: AUG 26 2025

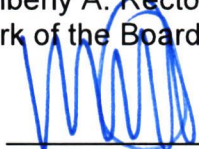
2 **COUNTY:**
3 County of Riverside, a political
4 Subdivision of the State of California

LICENSEE:
Oscar G. De Leon

5
6 By: 
7 V. Manuel Perez, Chair
8 Board of Supervisors

By: 
Oscar G. De Leon

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

12 By: 
13 Deputy

14
15 APPROVED AS TO FORM:
16 Minh C. Tran, County Counsel

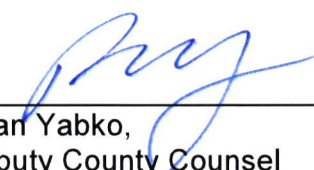
17
18 By: 
19 Ryan Yabko,
20 Deputy County Counsel

Exhibit "A" Mead Valley Community Center

21091 Rider Street, Mead Valley, 92570



Legend

- County Boundary
- City Boundaries
- County Centerline Names
- Blueline Streams
- City Areas



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.

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Notes

Allotted parking show in blue.
District 1

Document Root (Read-Only)

Selected Document

2025081372 - NOE - Approval of License Agreement with Oscar G. De Leon for the Mead Valley Community Center Farmer's Market, Mead Valley

Riverside County
Created - 8/29/2025 | Submitted - 8/29/2025 | Posted - 8/29/2025 | Received - 8/29/2025 | Published - 8/29/2025
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 Mead Valley Community Center Farmer's Market, Mead Valley

Document Description

The Mead Valley unincorporated area of the County of Riverside is known as a close-knit rural community of both residents and businesses. The focal meeting point of the community is the Charles G. Meigs, Sr. Mead Valley Community Center (Community Center) and there has been a recognized need for a Certified Farmer's Market to serve this local community.

The County's (Licensor) goal is to organize and recruit a trusted farmer's market operator to duplicate the success of other local farmer's markets in the downtown Riverside and Moreno Valley areas. This new Mead Valley Farmer's Market (Farmer's Market) will be certified by the County Agricultural Commissioner and feature nutrition incentive programs such as Woman's, Infants, and Children (WIC) and the Supplemental Nutrition Assistance Program (SNAP). The Farmer's Market will also partner with The Blue Zones Project to help measure healthy outcomes based on data collection between the Farmer's Market and consumers.

The selected site for what is envisioned as the Mead Valley Farmer's Market will be located in the parking lot of the Community Center at 21091 Rider Street in Mead Valley. The hours of operation will be weekly on Sundays from 6:00 a.m. until 3:00 p.m., which also includes two extra hours each on the start and end times for setup and tear down. The selected operator, Oscar G. De Leon (Licensee), is a known and successful operator of farmer's markets throughout the region and will enter into a license agreement with the County for a three (3) year initial term.

The County, through its strategic partnerships with The Blue Zone Project, SNAP, WIC, and Mr. De Leon, endeavors to create a regional gathering place where small businesses, farmers, and healthy living are all promoted. The License Agreement with the Licensee for 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.

Attachments (Upload Project Documents)

3.9 - NOE - Approval of License Agreement, Mead Valley 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

unincorporated Mead Valley area of Riverside County

Location Details**Cross Streets**

21091 Rider Street, west of Lee Road, Mead Valley

Parcel Number - 255-080-041

Other Location Info

21091 Rider Street, west of Lee Road, Mead Valley, California, Assessor's Parcel Numbers (APN):
255-080-041

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 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 community center in Mead Valley as a Farmer's Market. The project would not substantially increase or expand the use of the sites; and is limited to providing an operator to run the farmer's market on Sundays, 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 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 an 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 Sundays 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 2025081372

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

Date Fri 8/29/2025 11:06 AM

To Mayo, Whitney <WMayo@Rivco.org>

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<https://cegasubmit.lci.ca.gov/Document/Index/322431/1>

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

Thank you,



Thomas Hubbard | *he/him*

Jr. CEQA Analyst

Governor's Office of Land Use and Climate Innovation

Formerly known as the Governor's Office of Planning and Research

Thomas.Hubbard@lci.ca.gov

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Exhibit A

FY 2025/26

District 1 - Mead Valley Farmer's Market

21091 Rider Street, Perris, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Business Startup Costs	\$ 5,000.00	
Total Estimated Startup Costs for FY 2025/26		\$ 5,000.00
TOTAL ESTIMATED COST FOR FY 2025/26		\$ 5,000.00
TOTAL NET COUNTY COST		\$ -

Mead Valley Community Center

21091 Rider Street, Mead Valley, 92570



Mead Valley Community Center

Ingress/Egress for the public

Operator/Vendor Allotted Parking area, shown in blue

Tentative location of restroom, hand washing station, and dumpster

Ingress/Egress for the public, Farmer's Market operator and vendors

Legend

- County Boundary
- City Boundaries
- County Centerline Names
- Blueline Streams
- City Areas



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

Allotted parking show in blue.
District 1

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