

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



**ITEM: 13.5**  
(ID # 22058)

**MEETING DATE:**  
Tuesday, June 27, 2023

**FROM :** Regional Parks and Open Space District:

**SUBJECT:** REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Termination Agreement Between the Riverside County Flood Control and Water Conservation District and the Riverside County Regional Park and Open-Space District for Wildomar MDP Channel Access Road and Equestrian Trail, Project No. 7-0-00070, CEQA Exempt (CEQA Guidelines Sections 15061(b)(3) ("Common Sense") and 15301 (Existing Facilities), District 1. [\$0] (Companion to MT Item 21985)

**RECOMMENDED MOTION:** That the Board of Directors:

1. Find that the Termination Agreement for the Wildomar MDP Channel Access Road and Equestrian Trail is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) ("Common Sense") and 15301 (Existing Facilities);
2. Approve the Termination Agreement ("Agreement") between the Riverside County Regional Park and Open-Space District ("District"), a special district created pursuant to the Public Resources Code Division 5, Chapter 3, Article 3; and the Riverside County Flood Control and Water Conservation District ("Flood"), a body politic;
3. Authorize the Chair of the District's Board of Directors to execute the Agreement on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) copies of the executed Agreement to the District.

**ACTION:Policy**

  
Kyla R. Brown, General Manager 6/12/2023

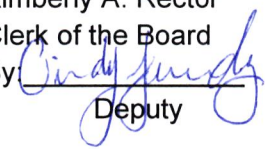
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**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 27, 2023  
xc: Parks, Flood

Kimberly A. Rector  
Clerk of the Board

By   
Deputy

(Companion item: 11.2)

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 22/23</b>	

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

**BACKGROUND:**

**Summary**

On July 11, 2000, the Riverside County Regional Park and Open-Space District ("District") and Riverside County Flood Control and Water Conservation District' ("Flood") Board of Directors approved a License Agreement ("License Agreement") between the District and Flood that set forth the terms and conditions whereby Parks would use the southern portion of the Wildomar Channel Access Road as an equestrian trail.

On June 22, 2004, the Board of Directors approved an Amendment to the aforementioned License Agreement ("First Amendment") to expand the geographic limits of the recreational use of the Wildomar Channel Access Road.

On October 18, 2022 (Agenda Item No. 11.1), the Board Supervisors approved the Master License Agreement ("Master License") between Flood and the City of Wildomar ("City") for non-motorized recreational purposes for public use in accordance with the City's Trail Use Plan. Under this Master License, the City will operate and maintain all current and future trail uses in the City's jurisdiction.

Because the City of Wildomar has taken on maintenance responsibility of the public use trail along Wildomar Channel, the District no longer needs to utilize the Wildomar Channel Access Road for public purposes. This Agreement shall formally release all parties from the obligations imposed upon them in the License Agreement dated July 11, 2000 and the First Amendment dated June 22, 2004.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Flood's' agenda on the same date.

**Environmental Findings**

The Termination Agreement for the Wildomar MDP Channel Access Road and Equestrian Trail was reviewed and determined to be exempt from CEQA pursuant to Sections 15061(b)(3) (the "common sense exemption") and 15301 (Existing Facilities) of the State CEQA Guidelines. It can be seen with certainty that the Termination Agreement will not impact the environment because trail maintenance responsibilities are now undertaken by the City of Wildomar instead of Parks. In addition, the Termination Agreement involves "no expansion of the existing or former use" of the existing public trail for the purposes for the purpose of Section 15301.

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STATE OF CALIFORNIA

**ATTACHMENTS:**

1. Termination Agreement
2. Vicinity Map



Jason Farin, Principal Management Analyst 6/21/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 6/13/2023

TERMINATION AGREEMENT

Wildomar MDP Channel Access Road and Equestrian Trail  
Project No. 7-0-00070

This Termination Agreement ("Termination Agreement"), dated as of June 27<sup>th</sup>, 2023, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), and the Riverside County Regional Park and Open-Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 ("PARKS"). Sometimes hereinafter, DISTRICT and PARKS may be referred to individually as a "Party" or collectively as the "Parties". The Parties hereby agree as follows:

RECITALS

A. DISTRICT and PARKS previously entered into a certain License Agreement dated July 11, 2000 ("LICENSE AGREEMENT"), and LICENSE AGREEMENT was amended on June 22, 2004 ("AMENDMENT NO. 1") providing for PARKS to utilize and maintain the Wildomar MDP Channel's southernmost access roads for non-motorized recreational use and pre-existing equestrian trails for public purposes ("LICENSED PROPERTY"); and

B. Due to changes in market conditions following the execution of both LICENSE AGREEMENT and AMENDMENT NO. 1, PARKS no longer desires to utilize the LICENSED PROPERTY for public purposes; and

C. PARKS desires to terminate both LICENSE AGREEMENT and AMENDMENT NO. 1 in order to be relieved from all obligations set forth therein; and

D. DISTRICT is willing to terminate LICENSE AGREEMENT and AMENDMENT NO. 1 and release PARKS from all obligations set forth therein; and

E. Pursuant to a separate agreement executed on October 18, 2022, District Board Item No. (11.1), the City of Wildomar ("City") will be responsible for operating and

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maintaining certain portions of LICENSED PROPERTY. The remaining portions not maintained by the City will be closed to public use and will be used by DISTRICT only as its maintenance access road adjacent to the Wildomar MDP Channel.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### SECTION I

1. Effective as of the date this Termination Agreement is fully executed by DISTRICT and PARKS, that certain LICENSE AGREEMENT dated July 11, 2000 between DISTRICT and PARKS and AMENDMENT NO. 1 amended on June 22, 2004 are hereby cancelled and terminated, and all provisions thereof shall become null and void.

2. Neither termination nor expiration of this Termination Agreement will release any Party from any liability or obligation under this Termination Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

3. To the maximum extent possible, each provision of this Termination Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Termination Agreement is prohibited by or held to be invalid under applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

4. Any and all notices sent or required to be sent to the Parties of this Termination Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD  
CONTROL AND WATER  
CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Contract Services Section

RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509  
Attn: Shannon Chamberlain

5. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Termination Agreement on behalf of such Party and to bind such Party to this Termination Agreement. Any written notice required to be given under the terms of this Termination Agreement shall be given in accordance with the terms of this Termination Agreement.

6. If any legal action is taken to enforce the terms of this Termination Agreement by any Party, the prevailing Party may be entitled to recover reasonable attorney's fees and costs only if such Party has prevailed in a judgment by a court of competent jurisdiction.

7. This Termination Agreement contains the entire agreement between the Parties regarding the matters covered in this Termination Agreement. There have been no other statements, promises or representations made by the Parties that are intended to alter, modify or complement this Termination Agreement.

8. This Termination Agreement is governed and construed in accordance with California law. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Termination Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

9. This Termination Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. Each Party of this Termination Agreement agrees to the

use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Termination Agreement. The Parties further agree that the electronic signatures of the Parties included in this Termination Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

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IN WITNESS WHEREOF, the Parties hereto have executed this Termination

Agreement on 6/27/23  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By [Signature]  
JASON E. UHLEY  
General Manager-Chief Engineer

By [Signature]  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By [Signature]  
for RYAN YABKO  
Deputy County Counsel

By [Signature]  
Deputy

(SEAL)

Termination Agreement – Riverside County Regional Park and Open-Space District  
Wildomar MDP Channel Access Road and Equestrian Trail  
Project No. 7-0-00070  
AK:AMR:blm  
05/09/23

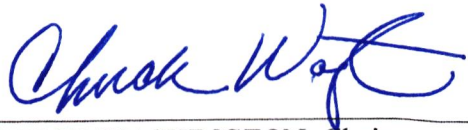
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RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY REGIONAL PARK &  
OPEN SPACE DISTRICT**

By   
KYLA BROWN  
General Manager/Parks Director

By   
CHUCK WASHINGTON, Chair  
Riverside County Regional Park & Open  
Space District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

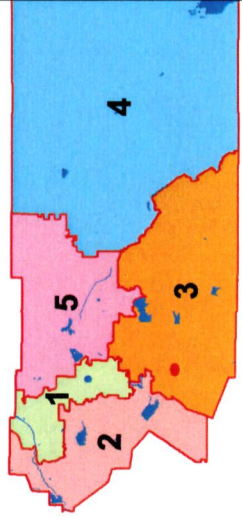
By   
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

By   
Deputy

(SEAL)

Termination Agreement – Riverside County Regional Park and Open-Space District  
Wildomar MDP Channel Access Road and Equestrian Trail  
Project No. 7-0-00070  
AK:AMR:blm  
05/09/23

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**Legend**

- Project Vicinity
- Existing Facilities
- Operational District 1

**Description**

Wildomar MDP Channel Access  
 Road and Equestrian Trail  
 Project No. 7-0-00070



# VICINITY MAP



City of Wildomar  
 Operational District 1