COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

August 31, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVE EXPENDITURE OF OFF-HIGHWAY VEHICLE FUNDS FISCAL YEAR 2010-2011 FOR THE PURCHASE AND INSTALLATION OF MULTIMEDIA EQUIPMENT TO PROVIDE SAFETY AND NVIRONMENTAL ETHICS TRAINING AT THE EL MIRAGE OFF-HIGHWAY VEHICLE VISITOR CENTER (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approve the use of Department of Parks and Recreation CN7 Off-Highway Vehicle Funds to defray the cost for the purchase and installation of Audio Visual equipment (Ceiling mounted 15 foot motorized screen and projector) within the El Mirage Off-Highway Vehicle Visitor Center.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed administrative actions are not subject to the California Environmental Quality Act as the actions do not meet the definition of a project according to Sections 15378 (b)(4)(5) of the State California Environmental Quality Act Guidelines, because the actions are administrative activities for government grants which by their terms do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

2. Approve and instruct the Director of the Department of Parks and Recreation to authorize the expenditure of CN7 Off-Highway Vehicle Funds in an amount not to exceed $14,796. The funding will be used by the United States Department of the Interior, Bureau of Land Management for the purchase and installation of commercial-grade multimedia equipment at the El Mirage Off-Highway Vehicle Visitor Center.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This is an opportunity to collaborate with the Bureau of Land Management per the El Mirage Off-Highway Vehicle Area Interagency Agreement, approved by your Board on November 17, 1988, and utilize the County's share of the State Parks Off-Highway Vehicle Division Grant fund, thus increasing Off-Highway Vehicle (OHV) safety and environmental ethics training for recreational users at the El Mirage Off-Highway Vehicle Area. Recent studies have shown that up to 35 percent of El Mirage Off-Highway Vehicle Area recreation users reside in Los Angeles County.

There is a shortfall of OHV recreation sites within Los Angeles County, resulting in a critical lack of OHV recreation opportunities for Los Angeles County residents. Due to the insufficient amount of recreation areas, this is an excellent opportunity to utilize the County's CN7 OHV funds for the benefit of County residents who recreate on Bureau of Land Management property adjacent to the County.

Approval of these actions will provide for OHV safety training, and environmental education for OHV enthusiasts, employees, and volunteers who use the El Mirage OHV area. Per the El Mirage Interagency Agreement, the Department of Parks and Recreation (Department) will utilize CN7 OHV funds that have been held for the purpose of providing safety and environmental ethics training for recreational enthusiasts.

The California State Off-Highway Motor Vehicle Recreation Division Funds are disbursed annually to counties to improve the recreation experience, provide safe and secure parks, mitigate environmental degradation, provide law enforcement, promote environmental ethics, and safety training for prudent operation of OHV. The funds are collected by the State Park's Off-Highway Vehicle Recreation Division, and distributed annually to counties pursuant to Public Resources Code Section 5090.61 and California Vehicle Code 38240.

Implementation of Strategic Plan Goals

Approval of this recommendation meets the County Strategic Plan Goals of Operational Effectiveness (Goal 1), Children, Family, and Adult Well-Being (Goal 2), and Community and Municipal Services (Goal 3), by partnering with the Bureau of Land Management, and utilizing the Department's CN7 OHV funds to provide safety and environmental ethics education for Los Angeles County OHV recreational users, per the El Mirage Interagency Agreement (Attachment I).

FISCAL IMPACT/FINANCING

There is no fiscal impact to the General Fund, as sufficient funding is available within the Department's Fiscal Year 2010-11 CN7 OHV funds budget.

Operating Budget Impact

The Department does not anticipate any one-time or ongoing operating costs resulting from the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The expenditure of the CN7 OHV funds will provide continued safety and environmental ethics training for both Los Angeles County and San Bernardino County OHV recreational users.

County Counsel has reviewed and approved the letter as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed administrative actions are not subject to California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Sections 15378 (b)(4)(5) of the State CEQA Guidelines, because the actions are administrative activities for government grants which by their terms do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will cause no impact on current services or programs.

CONCLUSION

It is requested that two adopted copies of this letter be returned to the Department of Parks and Recreation, one copy to the Auditor-Controller, and one copy to the Chief Executive Office.

Respectfully submitted,

RUSS GUINEY
Director

RG:NG:re

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

INTERAGENCY AGREEMENT
Between the
CALIFORNIA OFF-HIGHWAY MOTOR VEHICLE RECREATION COMMISSION
and the
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
and the
BUREAU OF LAND MANAGEMENT
and the
COUNTY OF SAN BERNARDINO
and the
COUNTY OF LOS ANGELES
for the
MANAGEMENT OF THE EL MIRAGE AREA

This Interagency Agreement is made by and among the County of San Bernardino, the County of Los Angeles, the California Off-Highway Motor Vehicle Recreation (OHMVR) Commission, the California Department of Parks and Recreation (Off-Highway Motor Vehicle Recreation Division), and the U.S. Bureau of Land Management.

WHEREAS, the El Mirage area is highly valued by the public as a regional recreation area for its diverse opportunities for recreational activities including off-highway vehicle use, landsailing, gliding, vehicle speed trials, model airplane use, hanggliding, camping, and ultralight aircraft use; and

WHEREAS, the recreating public comes to the El Mirage area from the Los Angeles basin as well as from the high desert; and

WHEREAS, the El Mirage area is also valued for its opportunities for other resource use activities including mining, grazing, and commercial filming; and

WHEREAS, the intermingled private and public land pattern has led to numerous instances of trespass by recreational users and conflicts with local residents; and

WHEREAS, it is the desire of the users and residents of the El Mirage area to have a managed area which provides for long-term recreational and other resource use opportunities as documented in the Proposal to Establish the El Mirage Special Recreation Area of 1986; and

WHEREAS, continued use of the El Mirage area for recreational and other resource uses is in the public interest; and

WHEREAS, the budgets of applicable County, State, and Federal agencies are severely restricted; and

WHEREAS, no one public agency has the capability, by itself, to manage the El Mirage area; and

WHEREAS, the subject agencies are authorized by their respective laws and regulation to enter into cooperative agreements with other parties to accomplish common management goals;

NOW THEREFORE, the County of San Bernardino, the County of Los Angeles, the California Off-Highway Motor Vehicle Commission, the California Department of Parks and Recreation (Off-Highway Motor Vehicle Recreation Division), and the U.S. Bureau of Land Management agree to work cooperatively for the common purpose of implementing the El Mirage Project proposal (see Attachment 1) and of managing the El Mirage area for continued public recreational and other resource uses in the manner and to the extent as outlined below.

THE COUNTY OF SAN BERNARDINO AGREES:

1. To acquire land, rights-of-way, easements, and use agreements (if necessary) for the Bureau of Land Management in support of the Project.

2. To make available to the Project Manager a listing of tax defaulted parcels subject to the power of sale within the Project Area and to purchase those tax delinquent parcels found to be of benefit to the Project in advance of any public auction or sealed bid sale.

3. Prepare the survey and design for, and supervise the construction of, facilities as established by the El Mirage Management Plan.

4. To apply for funding 1) from the State Parks Bond funds for work related to non-off-highway vehicle recreation usage within the Project Area, and 2) from other sources, including but not limited to "in lieu of tax" dollars, that might be beneficial to the El Mirage Project as may be mutually determined by the parties hereto.

5. To review land use compatibility issues within the Project Area, particulary with respect to private land, through the County zoning and use authorization procedures.

6. To initiate amendments to the San Bernardino County General Plan to assure compatibility with the uses, facility development, and management of the Project.

7. To maintain roads within the County Maintained Road System which provide primary access to the Project Area (e.g., El Mirage Road, Sheep Creek Road, County Line Road), to the degree required by the use thereon.

8. To transfer road dedications and/or easements to the BLM for the purposes of guaranteeing public access to the Project as may be mutually agreed upon by the parties hereto.

9. To provide consultation and contractual services to the Bureau of Land Management as may be mutually agreed upon by the parties hereto.

10. To assist in negotiating an agreement with the County Sheriff for 1) obtaining written consent for BLM law enforcement personnel to enforce State and County laws related to off-highway vehicle use within, and adjacent to, the Project Area and 2) providing law enforcement and visitor service assistance through the Sheriff's Reserve as backup to the Bureau of Land Management.

11. To utilize the County portion of Green Sticker violation revenues generated from within, and adjacent to, the Project for the Sheriff to provide for additional law enforcement presence in the El Mirage area.

12. To collect use fees when entry facilities have been installed, until such time as the Bureau of Land Management has the authority to return such fees collected for use on the Project.

13. To establish a trust account into which the entry fees collected will be deposited and from which the funds will be dispersed to applicable agencies for operations and maintenances purposes according to the following formula -- 20% for fee collection purposes, 20% for county law enforcement purposes, and 60% for other operations/ maintenance purposes -- or according to a formula that is from time to time mutually agreed upon by the parties hereto.

<u>THE COUNTY OF LOS ANGELES AGREES</u>:

1. To apply for funding from sources, including but not limited to "in lieu of tax" dollars, that might be beneficial to the El Mirage Project as may be mutually determined by the parties hereto.

2. To maintain County roads which provide primary access to the Project Area (e.g., Palmdale Blvd, East Avenue "P", North 240th Street East) to the degree required by the use thereon.

3. To provide consultation services to the Bureau of Land Management as may be mutually agreed upon by the parties hereto.

4. To make available avenues for public involvement and advertisement of the Project including but not limited to public education, advertisement, and brochure distribution.

5. To provide assistance by dealing with off-highway vehicle trespass within areas of Los Angeles County adjacent to the Project Area to the extent that resources allow.

THE CALIFORNIA OFF-HIGHWAY MOTOR VEHICLE RECREATION COMMISSION AND THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION AGREE:

1. To annually provide to the Bureau of Land Management by October 1, funding appropriated by the legislature for the Off-Highway Vehicle Grant Program for activities (including planning, environmental analysis, operations/maintenance, land acquisition, and facility development) related to the off-highway vehicle use at the El Mirage Project Area in an amount to be determined per year in accordance with the ten year funding plan adopted by the Off-Highway Motor Vehicle Recreation Commission and/or other sums that may be mutually agreed upon by the parties hereto, and appropriated by the legislature, for the life of the Project.

2. To consider the funding requirements of the El Mirage Project as a regional project that is independent of any grant application ceilings applied to any of the parties hereto.

3. To provide consultation and contractual services to the Bureau of Land Management as may be mutually agreed upon by the parties hereto.

4. To provide equipment and law enforcement assistance from State Vehicular Recreation Areas, as may be available, when requested.

THE BUREAU OF LAND MANAGEMENT AGREES:

1. To function as the lead agency (and project manager) for the El Mirage Project.

2. To prepare a management plan and environmental assessment from which project implementation (operations/maintenance, land acquisition, and facility development) shall be derived.

3. To designate the El Mirage Project Area as a formal special management area and developed site.

4. To operate and maintain the El Mirage Project including dispatching, preparing information handouts and signs, providing visitor services (information, education, assistance, and first-aid), installing signs and fences, maintaining facilities, (e.g., roads, trails, buildings, fences, and signs), removing abandoned vehicles and trash, identifying and removing hazards, and enforcing Federal laws and regulations. At an appropriate time (± 5 years), the parties hereto shall evaluate the effectiveness of the El Mirage management scheme and shall consider an adjustment to some other scheme such as concession management.

5. To collect use fees when entry facilities have been installed and when the Bureau of Land Management has received the authority to return such fees collected for use on the Project.

6. To prepare facility plans from which project survey and design shall be derived.

7. To apply for funding 1) from the California Off-Highway Vehicle Grant Program for planning, environmental analysis, operations/maintenance, acquisition, facility development, and for other needs as may be mutually determined and 2) from other sources as mutually agreed upon.

8. To enforce the appropriate Federal, State and local laws and regulations to best accomplish the goals and objectives of the Project within, and adjacent to, the Project Area.

9. To manage the mineral and grazing resources and commercial filming within the El Mirage Project Area using Bureau appropriated funds.

10. To hold title to any land, rights-of-way, and use rights acquired for the Project by other parties hereto, and to make public lands within the Project Area available for recreational and other uses consistent with the El Mirage Management Plan. Such lands shall be available for transfer to some other agency for purpose of the El Mirage Project at such time as the parties hereto concur.

11. To reimburse San Bernardino County, with OHV Grant Funds, for any and all costs associated with San Bernardino County's performance of this agreement, including but not limited to, items one through thirteen under the section entitled "The County of San Bernardino."

12. Insofar as the U.S. is authorized to do so, it shall indemnify, defend and hold harmless San Bernardino County, its officers, agents, volunteers and employees from and

against any and all claims, demands, or loss or liability of any kind or nature which San Bernardino County, its officers, agents, volunteers and employees, or any of them may sustain or incur or which may be imposed upon them or any of them, for injury to or death of persons or damage to property caused by or contributed to by any act or omission of San Bernardino County, its officers, agents, volunteers and employees in the performance of this agreement.

ALL PARTIES MUTUALLY AGREE:

1. To establish a steering committee, whose purpose is to provide overview direction to the implementation of the El Mirage Project, composed of representatives of the following:

   San Bernardino County
   Los Angeles County
   Off-Highway Motor Vehicle Recreation Division
   California Off-Highway Vehicle Recreation Commission
   Bureau of Land Management
   El Mirage Improvement Association
   El Mirage Project cooperative
   association (when established)

   and other organizations as may be requested. Subject committee shall meet at least annually at a time designated by the Project Manager.

2. To meet as needed to assure the efficiency of project implementation.

3. To support the El Mirage Project to the extent herein described to assure its success.

4. To consult with all parties hereto should any party determine that it is unable to fulfill its obligations as specified herein. Attempts will be made to keep the Project viable through other means including other parties, administrative mechanisms, and funding sources. A decision to terminate the Project, in whole, shall be made only with the involvement of all parties to this Agreement. Should the Project be terminated, assets (including acquired land and improvements) shall be liquidated, unless otherwise agreed upon by all parties hereto. The public land within the Project Area shall be closed to recreation use and transferred out of public ownership.

5. To negotiate subsequent agreements and/or memorandums of understanding between appropriate parties relative to 1) the transfer of, and fiscal accountability for, OHV grant funds for operations and maintenance, facility development and land acquisition, 2) the procedural details relative to facility

development and land acquisition, 3) the use of prison work force for implementation of the Project, 4) the procedural details for law enforcement interface between the San Bernardino County Sheriff and BLM Rangers, 5) the procedures for providing emergency medical and fire protection services, 6) the procedural details for fee collection, and 7) other issues pertinent to Project development and implementation.

6. To correspond with other parties concerning the implementation of this Agreement at addresses specified below or as may from time to time be otherwise specified:

Director
San Bernardino County
Regional Parks Department
825 East Third Street
San Bernardino, CA 92415

Deputy Director
Off-Highway Motor
Vehicle Recreation Division
P.O. Box 942896
Sacramento, CA 94296-0001

Director
Department of Parks
and Recreation
County of Los Angeles
433 S. Vermont Avenue
Los Angeles, CA 90020

Area Manager
Bureau of Land Management
150 Coolwater Lane
Barstow, CA 92311

Chairman
California OHMVR Commission
P.O. Box 942896
Sacramento, CA 94296-0001

Nothing in this Agreement shall be construed as obligating delegations of authority in effect within any agency nor confer delegations in excess of policies or procedures then in effect.

Nothing in this Agreement shall be construed as obligating any party hereto in the expenditure of funds, or for the future payment of funds, in excess of appropriations authorized by law. Accounting, billing, and record keeping shall be by methods authorized by each agency's procedures.

Nothing in this Agreement shall be construed as BLM changing the role or responsibility of, or assuming jurisdiction for, the San Bernardino or Los Angeles County Sheriff in the unincorporated county areas surrounding the Project.

This Agreement shall become effective when signed by all parties hereto and shall remain in force until terminated by mutual agreement. Any party may withdraw itself from this Agreement upon twelve months notice in writing to the other parties of its intention to withdraw upon a specific date. Amendments to this Agreement may be proposed by any party and shall become effective upon approval by all parties.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THE AGREEMENT TO BE EXECUTED.

COUNTY OF SAN BERNARDINO

By _____
Chairman, Board of Supervisors
JOHN JOYNER

Date NOV 14 1988

88-986

ATTEST:
MARTHA M. SCUDDER
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

APPROVED AS TO FORM
ALLAN K. MARKS, County Counsel

By _____
Deputy

Date 11-10-88

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Date NOV 17 1988

ATTEST: LARRY J. MONTEILH
Executive Officer - Clerk of
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
DE WITT W. CLINTON

By _____
Deputy

Date Nov 16, 1988

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

LARRY J. MONTEILH
Executive Officer
Clerk of the Board of Supervisors

By _____
DEPUTY

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

11 NOV 17 1988

LARRY J. MONTEILH
EXECUTIVE OFFICER

OFF HIGHWAY MOTOR VEHICLE
RECREATION COMMISSION
STATE OF CALIFORNIA

By _____
Eugene Chappie
Chairman

Date NOV 18 1988

DEPARTMENT OF PARKS AND
RECREATION
STATE OF CALIFORNIA

By _____
Henry R. Agonia
Director

Date NOV 18 1988

BUREAU OF LAND MANAGEMENT
DEPARTMENT OF THE INTERIOR

By _____
Ed Hastey
State Director

Date NOV 18 1988