



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

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March 13, 2012

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 FIRST AMENDMENT TO 1988 INTERAGENCY AGREEMENT TO FACILITATE  
TRANSFER OF PROPERTIES FROM THE COUNTY OF  
SAN BERNARDINO TO THE BUREAU OF LAND MANAGEMENT  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to amend the 1988 El Mirage Off-Highway Vehicle Interagency Agreement to facilitate transfer of County of San Bernardino owned land (held in fee title) to the United States Bureau of Land Management, who is the lead agency for the El Mirage Off-Highway Vehicle area. The County of San Bernardino has requested review and approval of the amendment from all parties to the Agreement.

**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 Section 15378 (b)(5) of the California Environmental Quality Act Guidelines, because the actions are administrative activities, 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 first amendment to the Agreement between California Off-Highway Motor Vehicle Recreation Commission, California Department of Parks and Recreation, the United States Bureau of Land Management, County of San Bernardino, and County of Los Angeles for the purpose of facilitating the transfer of County of San Bernardino owned land to the Bureau of Land Management.
3. Authorize the Director of Parks and Recreation or his designee to execute all future amendments

to the Agreement upon review and approval as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of this recommended action will facilitate transfer (fee title) of properties from the County of San Bernardino within the El Mirage Off-Highway Vehicle Management Area, to the Bureau of Land Management, who is the lead agency for the project area.

The recommended action will fulfill our obligation as signatory of the 1988 El Mirage Off-Highway Vehicle Interagency Agreement (Agreement) and collaborate with the County of San Bernardino, Bureau of Land Management and all other signatories to the El Mirage Off-Highway Vehicle Area Interagency Management Agreement approved by: County of San Bernardino, Bureau of Land Management, California Off-Highway Vehicle Motor Recreation Commission, California Department of Parks and Recreation and the County of Los Angeles Board of Supervisors on November 17, 1988.

### **Implementation of Strategic Plan Goals**

Approval of this recommendation supports 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 government entities to increase the quality of life for recreational users.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact to the General Fund, as the request is administrative only.

### **OPERATING BUDGET IMPACT**

The Department does not anticipate any one-time or ongoing operating costs resulting from the recommended action. Costs associated with the El Mirage Off-Highway Vehicle Project Area are paid from the El Mirage Acquisition Trust Fund (administered by the County of San Bernardino) and made possible through grants from the State of California.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The El Mirage Off-Highway Vehicle Area is located approximately 12 miles northwest of the City of Adelanto, in the unincorporated area of El Mirage. It encompasses roughly 25,000 acres of primarily vacant land and surrounds the El Mirage Dry Lake Bed. For years, this area was a popular recreational destination for the public and much of the land was privately owned. Because this area was not managed or monitored, issues of trespassing, littering, safety and liability stemmed from unregulated and uncontrolled use. By the mid 1980's, local property owners, residents and recreational user groups expressed concern and a desire for structure and management.

On November 14, 1988, the County of Los Angeles entered into an Agreement between the County, State of California Off-Highway Motor Vehicle Recreation Commission, California Department of Parks and Recreation (State), the United States Bureau of Land Management (BLM) and the County of San Bernardino for the purpose of addressing the concerns of owners, residents and users, developing what is now known as the El Mirage Off-Highway Vehicle Project Area (Project). The

Agreement established duties for each agency, including the respective roles and responsibilities as they pertain to the cooperative management of the Project.

In 1990, the County of San Bernardino, BLM and the State executed an Acquisition Memorandum of Understanding (MOU) as an addendum to the Agreement, further defining the role of each party and the procedures pertaining to the acquisition of lands for the Project.

The County of San Bernardino was designated as the lead agency for acquiring land within the Project boundaries, and their Real Estate Services Department (RESA) has been managing the process. When the Project began, there were over 1,400 parcels to acquire. Today there are 175 parcels remaining. Though largely successful, the process has proven to be lengthy. In 2003, Section 5090.37 of the California Resources Code was adopted by the Legislature. This Section prohibits exercising eminent domain for a state vehicular recreation area. Consequently, to acquire property within the state vehicular recreation park, the property owner must agree to the terms and conditions of the offer and sell voluntarily. Additionally, in 2007, the State initiated an audit of the El Mirage trust fund held by the County of San Bernardino for property acquisition. Except for tax sale purchases, property transactions were suspended during the audit process and did not resume until 2010. At that time, 202 parcels within the Project boundaries were still privately held. RESA appraised the remaining 202 parcels and on March 22, 2011, as agenda item No. 35, the County of San Bernardino, Board of Supervisors approved those appraisals. To date, 27 of the remaining 202 parcels have been acquired leaving 175 parcels remaining to be acquired.

Pursuant to the Agreement, all of the parcels acquired by the County of San Bernardino, which is in excess of 1,200, are to be transferred to the BLM. To date, only 44 have been transferred. RESA has repeatedly made efforts to transfer parcels, but the BLM has resisted for various reasons over the years. Most recently, the BLM identified language in the Agreement that they believe is archaic and inconsistent with the Project's objectives, and requires modification or elimination before the land transfer can occur. The First Amendment to the Agreement revises this language in accordance with the BLM's request. The Agreement currently states that the lands shall be available for transfer to another public agency for purposes of the El Mirage Project upon agreement of all parties. The Amendment will retain this same language and incorporate the language, "to the extent consistent with federal law". Secondly, the Amendment will remove language stating that all assets, including acquired land and improvements, shall be liquidated, unless otherwise agreed upon by all parties and the public land within the Project area shall be closed to recreation use and transferred out of public ownership, should the Project be terminated.

All parties to the Agreement have been contacted and provided the Amendment for review. RESA did not receive any objections to the modifications proposed by the BLM and all parties have expressed their willingness to sign. RESA agreed to initiate the approval and execution of the First Amendment and once all parties have signed, RESA will provide a fully executed original to the County of San Bernardino, Clerk of the Board with a copy to all parties.

Approval by the County of Los Angeles for the First Amendment to the 1988 Agreement will allow the County of San Bernardino to fulfill its obligation under the Agreement by transferring all the parcels within the Project limits to the BLM and, in turn, remove the County of San Bernardino from any liability associated with the ownership of the parcels.

County of Los Angeles, Board of Supervisor's and County Counsel reviewed and approved the Agreement on November 17, 1988. County Counsel has reviewed and approved the First Amendment to the 1988 Agreement and the Board Letter as to form.

**ENVIRONMENTAL DOCUMENTATION**

The proposed administrative actions are not subject to the California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Section 15378 (b)(5) of the State CEQA Guidelines, because the actions are administrative activities, which 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, one copy to the Chief Executive Office and three original copies of the First Amendment to Interagency Agreement be returned to the Department of Parks and Recreation, one copy to the Audit Controller, one copy to the Chief Executive Office.

Respectfully submitted,



RUSS GUINEY

Director

RG:LH:RE

Enclosures

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

# REAL ESTATE SERVICES DEPARTMENT

385 North Arrowhead Avenue, Third Floor • San Bernardino, CA 92415-0180  
(909) 387-5252 • Fax (909) 387-5353



COUNTY OF SAN BERNARDINO

David H. Slaughter  
Director

November 9, 2011

Los Angeles County, Department of Parks and Recreation  
Planning Division  
Attn: Robert Ettleman – OHV Planner  
510 S. Vermont Avenue  
Los Angeles, CA 90020

Re: El Mirage Off-Road Vehicle Area – Amendment to the Interagency Agreement

Dear Robert,

Per our conversation I have included two additional copies of the First Amendment to the Interagency Agreement concerning the management of the El Mirage Off-Road Vehicle Area. Both copies have been executed by the Chair of the San Bernardino County Board of Supervisors. Please include these with the copy you currently have on file as all three require Los Angeles County's approval and execution. Please return the original documents to my attention at the address listed above.

I appreciate your assistance and encourage you to contact me with any questions or concerns at 909-387-5114.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Goodell".

Jennifer Goodell  
Real Property Agent II

GREGORY C. DEVEREAUX  
Chief Executive Officer

Board of Supervisors  
BRAD MITZELFELT, Vice Chair . . . First District      NEIL DERRY . . . . . Third District  
JANICE RUTHERFORD . . . . . Second District      GARY C. OVITT . . . . . Fourth District  
JOSIE GONZALES, Chair . . . . . Fifth District



FOR COUNTY USE ONLY

ORIGINAL

County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FIRST AMENDMENT

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	<b>SC</b>	Dept. <b>A</b>	Contract Number <b>88-986 A-1</b>				
County Department <b>Real Estate Services Department</b>			Dept.	Orgn.	Contractor's License No.			
County Department Contract Representative <b>David H. Slaughter, Director</b>			Telephone <b>(909) 387-7813</b>		Total Contract Amount			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: <b>NO MONIES RELATED TO THIS CONTRACT</b>								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. <b>32000803</b>	Amount \$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
Project Name <b>EI Mirage Project</b> <b>Interagency Agreement</b>			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D

CONTRACTOR California Off-Highway Motor Vehicle Recreation Commission

Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative Nancy Zahedi, Solicitor - Bureau of Land Management

Address 2800 Cottage Way, E-1712, Sacramento, CA 95825-1890 Phone 916-978-5689

Nature of Contract:

First Amendment to the Interagency Agreement between the California Off-Highway Motor Vehicle Recreation Commission, California Department of Parks and Recreation, Bureau of Land Management, County of San Bernardino, and County of Los Angeles for the Management of the EI Mirage Area, amending items # 10 under "The Bureau of Land Management Agrees" on page 5 and Section 2, # 4 under "All Parties Mutually Agree" on page 6.

Approved as to Legal Form (sign in blue ink)  ▶ PLEASE SEE SIGNATURE PAGE County Counsel  Date _____	Reviewed as to Contract Compliance  ▶ _____  Date _____	Presented to BOS for Signature  ▶ <i>David H. Slaughter</i> Department Head  Date <u>4/22/11</u>
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Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

FIRST AMENDMENT TO 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 FIRST AMENDMENT TO INTERAGENCY AGREEMENT, dated as of \_\_\_\_\_, 2011 (this "First Amendment") is entered into by and among the CALIFORNIA OFF-HIGHWAY MOTOR VEHICLE RECREATION COMMISSION (the "Commission"), the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (the "Department"), the BUREAU OF LAND MANAGEMENT ("BLM"), the COUNTY OF SAN BERNARDINO ("San Bernardino County") and the COUNTY OF LOS ANGELES ("Los Angeles County"). The Commission, Department, BLM, San Bernardino County and Los Angeles County are sometimes referred to herein individually as a "Party" and collectively, as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain Interagency Agreement, dated November 18, 1988 (the "Agreement"), by and among the Commission, the Department, the BLM, San Bernardino County and Los Angeles County, a copy of which is attached hereto as Exhibit A, for the purpose of accomplishing common management goals with respect to the El Mirage area;

WHEREAS, pursuant to the Agreement, San Bernardino County has acquired in excess of one thousand (1000) parcels for inclusion in the proposed El Mirage Special Recreation Area;

WHEREAS, the Parties have identified a provision in the Agreement that is inconsistent with BLM authority with respect to accepting and holding public lands; and

WHEREAS, the Parties desire to amend the Agreement to facilitate acceptance by BLM of the Properties;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Numbered paragraph 10 under the heading "THE BUREAU OF LAND MANAGEMENT AGREES" of the Agreement is amended to read as follows:

"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. To the extent consistent with federal law, such lands shall be available for transfer to some other agency for purposes of the El Mirage Project at such time as the parties hereto concur."

SECTION 2. Numbered paragraph 4 under the heading "ALL PARTIES MUTUALLY AGREE" of the Agreement is amended to read as follows:

"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."

SECTION 3. All other provisions of the Agreement shall remain in full force and effect.

SECTION 4. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute the same document.

***[Signatures of parties on following page]***

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to be executed.

COUNTY OF SAN BERNARDINO

COUNTY OF LOS ANGELES

By: [Signature]  
Josie Gonzales, Chair, Board of Supervisors

By: \_\_\_\_\_  
Michael Antonovich, Chairman, Board of Supervisors

Dated: MAY 03 2011

Dated: \_\_\_\_\_

ATTEST:  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

ATTEST:

LAURA H. WELCH, Clerk of the Board of Supervisors

By: [Signature]  
Deputy

Approved as to Legal Form:  
JEAN-RENE BASEL, County Counsel

Approved as to Form:

By: [Signature]  
Deputy

By: \_\_\_\_\_  
Deputy

Date: 4-15-11

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

OFF HIGHWAY MOTOR VEHICLE RECREATION COMMISSION  
STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION  
STATE OF CALIFORNIA

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

By: \_\_\_\_\_  
\_\_\_\_\_, Director

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

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

BUREAU OF LAND MANAGEMENT  
DEPARTMENT OF THE INTERIOR

By: \_\_\_\_\_  
\_\_\_\_\_, State Director

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

## EXHIBIT "A"

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, particularly 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.

THE COUNTY OF LOS ANGELES AGREES:

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 ( $\pm$  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



COUNTY OF LOS ANGELES

By *John Joyner*  
Chairman, Board of Supervisors  
JOHN JOYNER

By *Norm Rana*  
Chairman, Board of Supervisors

Date NOV 14 1988  
*88-986*

Date NOV 17 1988

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

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

By *Mary Louise Levasio*  
Deputy

By *Sherma C. Walton*  
Deputy

APPROVED AS TO FORM:  
DE WITT W. CLINTON

APPROVED AS TO FORM  
ALLAN K. MARKS, County Counsel

By *David B Kelly*  
Deputy

By *DeWitt W. Clinton*  
Deputy

Date Nov 16, 1988

Date 11-10-88

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

ADOPTED  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

11

NOV 17 1988



LARRY J. MONTEILH  
Executive Officer  
of the Board of Supervisors

*Sherma C. Walton*  
DEPUTY

*Larry J. Monteilh*  
LARRY J. MONTEILH  
EXECUTIVE OFFICER

OFF HIGHWAY MOTOR VEHICLE  
RECREATION COMMISSION  
STATE OF CALIFORNIA

By *Eugene A. Chappie*  
Eugene Chappie  
Chairman

Date NOV 18 1988

DEPARTMENT OF PARKS AND  
RECREATION  
STATE OF CALIFORNIA

By *Henry R. Aguirre*  
Henry R. Aguirre  
Director

Date NOV 18 1988

BUREAU OF LAND MANAGEMENT  
DEPARTMENT OF THE INTERIOR

By *Ed Hastey*  
Ed Hastey  
State Director

Date NOV 18 1988

ATTACHMENT I

to the

INTERAGENCY AGREEMENT FOR THE MANAGEMENT OF THE EL MIRAGE AREA

The attached Proposal to Establish the El Mirage Special Recreation Area contains the recommended configuration, staffing development, land acquisition, costs, time frames etc., as of June 1986. Illustration IV-1 of the Proposal identifies the time frames for the various phases of the Project, including the planning phase during which BLM will verify, and/or change if appropriate, information contained in the Proposal and prepare the management plan.

The end of the planning phase, as indicated on Illustration IV -1, has been revised to April 1989 to reflect the completion of the management plan. Once approved, the El Mirage Management Plan will supercede the Feasibility Report for the El Mirage/Shadow Mountains Area and the Proposal to Establish the El Mirage Special Recreation Area. Implementation of the management plan will begin immediately after its approval.

