577-419.4 Red Rock Canyon State Park Bureau of Land Management (Memorandum of Understanding-Use Permit) 8/28/85
MEMORANDUM OF UNDERSTANDING
between
BUREAU OF LAND MANAGEMENT/ CALIFORNIA DESERT DISTRICT
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

I. Purpose

In recognizing efficiency and effectiveness of operations as mutually
desirable, this Agreement provides procedures for the management and
protection of certain public lands between the California Desert District,
Bureau of Land Management, Department of the Interior, hereinafter called
"Bureau", and the Department of Parks and Recreation, State of California,
hereinafter called "State Parks", which parties covenant and agree:

II. Authority

A. Bureau authority is contained in Section 307 of the Federal Land
   1737).

B. State Parks' authority is contained in Section 5080.30 et seq. of
   the Public Resources Code.

III. Responsibility and Provisions

A. State Parks is hereby authorized and granted the right to manage the
   recreational use and commercial filming and to occupy, use, and
   protect to extent necessary without payment of rent, the below
described public lands of the United States. State Parks shall manage them as part of the Red Rock Canyon State Park except that special rules for use will apply which may not be fully consistent with general rules for the State Park System (mining and grazing). The lands shall be managed in concert with Bureau management plans and objectives and legal mandates. In undertaking this responsibility, State Parks does so to ensure proper resource utilization in concert with lands under their administration. Nothing herein shall be deemed to be a contract between the agencies under Section 307 or 303(c) of FLPMA or any other law.

The lands covered by this Agreement are as follows:

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<tr>
<th>Section</th>
<th>Township</th>
<th>Range</th>
<th>Subdivision</th>
<th>Acres</th>
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B. Procedures, terms, and conditions will include the following:

1. Bureau retains right to grant all uses authorized by applicable law and regulations on the subject lands except for issuance of filming permits and authorizing and managing recreational uses.

   However, Bureau will consult with State Parks on any such action that will affect the subject land before any rights or privileges are granted for State Parks' comment on the adequacy of protective stipulations to be included in the granting document, and State Parks shall be given a copy of the authorizing documents.

2. State Parks must have written approval from Bureau before any structures and/or facilities are constructed on the subject land.
3. Any actions required by this Agreement are subject to availability of funds, approved budgets, and requisite statutory authority, and each party shall bear its own costs under this Agreement.

4. Bureau shall enforce applicable Federal laws and regulations on the subject land. State Parks shall enforce all State laws, including the State of California Public Resources Code Sections 5003 and 5008 California Administration Code, Title 14, except:

Section 4307 - Geological Features. No person shall destroy, disturb, mutilate, or remove earth, sand, gravel, oil, minerals, rocks, or features of caves.

Section 4315 - Grazing. No person, persons, or corporation shall graze, herd, or permit livestock to enter or remain inside a unit of the State Park System without specific written authorization of the Director, except for grazing by animals used for riding or packing under the direct control of visitors of concessionaires.

5. State Parks will allow vehicle access into Nightmare Gulch on a controlled basis. Access granted herein shall be for sightseeing purposes. Vehicle access will be permitted from the 16th of each month to the end of each month. Nothing herein restricts, nor will the final rules, adopted by State
Parks, restrict, the kind of vehicles authorized, nor direction of travel, nor hours of use.

Special Recreation Permits will be required for (a) commercial use, (b) competitive use, and (c) off-road vehicle events involving 50 or more vehicles. The Bureau will consult with State Parks on any such action that will affect the subject land before issuing the permit (43 CFR 8372.1-1).

Neither State Parks nor Bureau will be required to maintain the access or to ensure access in the case of natural closures. Volunteer labor may be accepted to repair access in the event of natural closure, subject to State Parks approval and supervision. Approval by State Parks will not be unreasonably withheld.

6. All visitors of Nightmare Gulch are encouraged to check in at the State Park Ricardo Ranger Station.

7. State Parks will monitor use in the area and maintain accurate records of visitations. Within six months after the execution of this Agreement, State Parks will prepare a resource monitoring plan and forward to the Bureau for review and concurrence.

C. This Agreement may be amended only by an amendment in writing, signed on behalf of each party, and approved on behalf of State Parks by the State Department of General Services.
D. This Agreement may be terminated by either Bureau or State Parks upon thirty (30) days written notice, or at the discretion of the District Manager, Bureau, upon breach of any of the provisions herein.

E. This Agreement will remain in effect until terminated as herein provided. A cooperative review by each party hereto or their authorized representatives will be conducted every year to establish continued need and to review operating rules for their effectiveness, and to determine if modifications are needed for either this Agreement or rules adopted under it.

F. Notices to be served upon Bureau pursuant to this Agreement shall be deemed to have been properly served when received by the District Manager, California Desert District, 1695 Spruce Street, Riverside, CA 92507, or his aforementioned authorized representative. Notices to be served upon State Parks shall be deemed to have been properly served when received by the District Superintendent, High Desert District, 4555 West Avenue G, Lancaster, CA 93534, or his aforementioned authorized representative.

G. To expedite and coordinate all management and protection activities on subject lands under this Agreement on an operational or day-to-day basis, the following persons are designated as authorized representatives of the parties effecting this Agreement:

1. The authorized representative of Bureau is the Area Manager, Ridgecrest Resource Area, 112 East Dolphin Street, Ridgecrest, California 93555.
2. The authorized representative of State Parks is the State Park District Superintendent, High Desert District, 4555 West Avenue G, Lancaster, California 93534.

H. Discrimination against any person because of the race, color, religion, sex, marital status, national origin, or ancestry of that person is expressly prohibited.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be duly executed, and it shall become effective when signed by all parties.

UNITED STATES OF AMERICA

DISTRICT MANAGER
CALIFORNIA DESERT DISTRICT
BUREAU OF LAND MANAGEMENT
DEPARTMENT OF THE INTERIOR

[Signature]
Name
Date

STATE OF CALIFORNIA

CHIEF DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION

[Signature]
Name
Date

REAL ESTATE SERVICES DIVISION
DEPARTMENT OF GENERAL SERVICES
(Approval for State Parks)

[Signature]
Name
Date

[Stamp]
Department of General Services
APPROVED
AUG 28 1985

[Signature]
Author, Chief Counsel
MAR 17 1989

Mr. Lee Delaney, Area Manager
Bureau of Land Management
Ridgecrest Resource Area
112 East Dolphin Street
Ridgecrest, CA 93555

Dear Mr. Delaney:

Red Rock Canyon State Park
Memo of Understanding (MOU)

In compliance with the continuing requirements of Section B, Item 7 of the MOU approved August 23, 1985, we submit the following information:

1. Natural History log entries pertaining to raptors.
3. Archeological Site Records – Chalcedony and Gravel Effigy.
4. Copy of previous letter dated April 17, 1986 with visitor records, and previous raptor log entries.

Please inform our Department if you need additional monitoring information, visitation records or any other items.

Sincerely,

Original signed by

Gordon McDaniel
BLM Statewide Coordinator

Enclosures

GMcD:vm
Memorandum

Date: February 6, 1989

To: Gordon McDaniel
    Land Agent
    Acquisition Section, Unit 891

From: Department of Parks and Recreation
    High Desert District

Subject: Monitoring State Parks/BLM "MOU" Area

Attached are monitoring reports for the State Parks/BLM "MOU" Area at Red Rock Canyon's Scenic Cliffs and Nightmare Gulch. Included are the following reports:

State Parks/BLM "MOU" Area
Red Rock Canyon State Park, Rock Art Evaluation and Presentation
Archeological Site Record, CA-KER-244
"The Red Rock Canyon Gravel Effigy"
BLM - Nightmare Gulch
Archeological Site Record, CA-KER-2104
Nightmare Gulch Chalcedony
Visitor Summary & Natural History Log
(Letter to Ms. Patricia McLean, Area Manager, BLM)

James R. Geary, District Superintendent
High Desert District

Attachments
September 11, 1985

Bureau of Land Management
District Manager
California Desert District
1695 Spruce Street
Riverside, CA 92507

Red River Canyon State Park
Memorandum of Understanding

Enclosed please find a fully signed and approved copy of a Memorandum of Understanding involving the management of public lands adjacent to Red Rock Canyon State Park.

Sincerely,

Original signed by
Andrew J. McGuckin
State Park Land Officer

Enclosure

bcc: Southern Region
High Desert District

AJMcG:vm
Memorandum

Date: September 11, 1985

To: Mr. Ronald McCullough
Regional Director
Southern Region

Attention: Bill Curran

From: Department of Parks and Recreation

Subject: Red Rock Canyon State Park
Bureau of Land Management
Memo of Understanding

Attached please find a copy of Memo of Understanding, approved August 28, 1985, involving 2164.42 acres adjacent to Red Rock Canyon State Park.

Original signed by Andrew J. McGuckin
State Park Land Officer

Attachment

cc: High Desert District (w/attachment)
Ownership Mapping (w/attachment)
Surveys
Gene Erba
Ken Mitchell
Joyce Knox

AJMcG:vm
**Contract Transmittal and Pre-Evaluation**

**Department Transmitting Contract**

**Department of Parks and Recreation**

**Acquisition**

**Division, Bureau, or Other Unit**

**AUG 5 1985**

**Contract Number**

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**Items 1 Through 10 on the front side of this form must be completed for every contract, regardless of contract amount or whether the contract must be submitted to the Department of General Services for review. In addition, items 1 through 6 on the reverse side must be completed for all contracts for services. A copy of the completed form must accompany each contract submitted to General Services for review. A copy of the completed form must be retained in agency files for 3 years from date contract was executed.**

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1. **Name of Contractor**
   - Bureau of Land Management

2. **Contractor I.D. Number (If Required by S.A.M. Section 1248.1)**

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3. **Digest of Contract (Work to be performed, amount to be paid, term). Include any special or unusual terms and conditions**

   The attached four copies of the Memo of Understanding (MOU) will allow the State to operate, manage and control the land described in the MOU as an addition to Red Rock Canyon State Park.

   Upon approval, please return all copies to our Department for distribution and enter the agreement into the Proprietary Land Index.

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4. **Reason for Contract (Identify specific problem, administrative requirement, program need or other circumstance making the contract necessary)**

   The terms and conditions within the MOU allow our Department to enforce the rules and regulations of our State Park system. The MOU also provides our Department a method of controlling existing land use which may be inconsistent with the adjacent State Park property. The State presently assists users in these areas. State management will eliminate operational problems which now exist.

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5. **Is this a renewal of a previous contract or service?**
   - **Yes**
   - **No**

6. **Summary of Bids:**
   - A. List bidders and amounts bid
   - B. Explain:
     - 1. Award of contract if to other than low bidder
     - 2. If sole source what is justification?
     - 3. If only one bid was received or sole source, basis for concluding reasonableness of contract rate or price

   (Not applicable)

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**Note:** The reverse side does not apply as this is not a service contract.

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**Authorized Signature:**

**Original Signed by:**

**Kenneth L. Mitchell, Chief**
The attached four copies of the Memo of Understanding (MOU) will allow the State to operate, manage and control the land described in the MOU as an addition to Red Rock Canyon State Park.

Upon approval, please return all copies to our Department for distribution and enter the agreement into the Proprietary Land Index.

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Note: The reverse side does not apply as this is not a service contract.
CONTRACT TRANSMITTAL AND PRF-EVALUATION

Department of Fish and Recreation
Division, Bureau, or Other Unit
Acquisition

Contract Number

Date: AUG 5 1985

Items 1 through 10 on the front side of this form must be completed for every contract, regardless of contract amount or whether the contract must be submitted to the Department of General Services for review. In addition, Items 1 through 6 on the reverse side must be completed for all contracts for services. A copy of the completed form must accompany each contract submitted to General Services for review. A copy of the completed form must be retained in agency files for 3 years from date contract was executed.

1. Name of Contractor

Bureau of Land Management

3. Digest of Contract (work to be performed, amount to be paid, term), include any special or unusual terms and conditions

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4. Reason for Contract (Identify specific problem, administrative requirement, program need or other circumstance making the contract necessary)

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5. Is this a renewal of a previous contract or service? [ ] Yes [ ] No


B. Explain:

1. Award of contract if to other than low bidder
2. If sole source what is justification?
3. If only one bid was received or sole source, basis for concluding reasonableness of contract rate or price

(Not applicable)

Note: The reverse side does not apply as this is not a service contract.

7. Was this contract awarded to a minority or woman-owned business as defined in S.A.M. Section 1246.1? [ ] Yes [ ] No

8. Was this contract awarded to a small business as defined in S.A.M. Section 1246.1? [ ] Yes [ ] No

9. Authorized Signature

Original Signed by

WARREN WESTRUP

10. Name and Title

Kenneth J., Mitchell, Chief