

**MOJAVE ROAD AND
EAST MOJAVE HERITAGE TRAIL MONITORING AND MAINTENANCE
MEMORANDUM OF UNDERSTANDING**

between

**The U.S. Department of the Interior, Bureau of Land Management - Needles Field Office
and
The Mojave Desert Heritage and Cultural Association**

I. Statement of Joint Objectives:

A. Purpose: To create a Memorandum of Understanding between the Bureau of Land Management Needles Field Office (NFO) and the Mojave Desert Heritage and Cultural Association (MDHCA) to establish and initiate a partnership to maintain the Mojave Road and the East Mojave Heritage Trail (EMHT) segments within the NFO.

B. Objective: To identify the roles and responsibilities of the NFO and the MDHCA in maintaining the Mojave Road and the EMHT segments within the NFO, and to ensure a safe, enjoyable, and educational back country experience for the recreating public. Enhanced management and awareness of these trails is expected to increase awareness and appreciation of the natural environment.

C. BLM Authority:

1. Sections 307(a) and (b) of the Federal Land Policy and Management Act of 1976 (Public Law 94-579) provides that the Secretary of the Interior may conduct investigations, studies, and experiments, on their own initiative or in cooperation with others, involving management, protection, development, acquisition, and conveyance of the public lands and may enter into agreements for these purposes, subject to applicable law; and
2. Section 2(b) of the National Historic Preservation Act of 1966(Public Law 89-665), as amended in 1980 and 1992 (Public Laws 91-243, 93-54, 94-422, 94-458, 96-199, 96-244, and 96-515; 80 Stat. 915, 90 Stat. 1313, 90 Stat. 1939), and resulting regulations (36 CFR 800, 36 CFR 60), directs the federal government to preserve the heritage of the United States in cooperation and partnership with states, local governments, Indian tribes, and private organizations and individuals and also declares that such preservation is in the public interest; and
3. Archaeological Resources Protection Act of 1979 (Public Law 95-96, 93 Stat. 721; 16 U.S.C. 70aa-470ee) states it is "the purpose of this Act...to secure, for the present and future benefit of the American people, the protection of archaeological resources and sites which are on public land"; and requires federal land managers to establish a public awareness program for archaeological resource significance while promoting cooperation among private individuals, federal authorities, and professional archaeologists.

D. Background: The MDHCA historically has interpreted and created two specified routes known as The Mojave Road and the EMHT and owns the copyrights and intellectual property regarding the names, published guidebooks, and associated historical research. Historically, the MDHCA in collaboration with BLM instituted five mailboxes along these two routes for the specific purpose of monitoring trail usage. MDHCA has monitored, replaced, and archived the logbooks in each of these five mailboxes for more than 40 years. BLM and the National Park Service - Mojave National Preserve have made use of the historical archives to research trail usage. Due to a shortage of operations and maintenance funds combined with the long distance (140 miles and 733 miles respectively) and the extreme remoteness of these routes, portions can become deteriorated and in need of repair and regular maintenance.

Maintaining this route network is needed to keep the system minimally passable for recreation access purposes as provided for under their current use designation. An adopt-a-road network agreement is essential to ensure these routes are maintained on a regular basis and in a fashion not possible under current BLM funding and priorities.

Through regular maintenance, motorized vehicle activity will be concentrated on the existing road surface and reduce new route development, widening and braiding. This agreement is expected to minimize impacts to riparian values and to reduce soil erosion.

II. Definitions:

A. Approved Route Network: Refers specifically to The Mojave Road and the EMHT where they traverse NFO managed lands available for motorized vehicle use under the California Desert Conservation Area Plan, as amended, and through subsequent management plans and policy.

B. Routine Monitoring and Maintenance: This includes monitoring the route condition, condition of signing, amount of use through visual observation and maintenance of the logbooks and identifying any use conflicts which need to be addressed. Logbooks will be monitored and replaced at a minimum of once per year, or when the logbook is approximately two-thirds full to avoid the loss of historic use data. The MDHCA is responsible for archiving the logbooks and providing an assessment of the use data collected. Routine Monitoring and Maintenance also includes replacement of worn or missing route and informational signs, removal of modern era trash and debris left by recent visitors, raking out off-route use impacts, trail delineation by hand with rocks and other natural debris as necessary and appropriate, and the clearing of vegetation from within the trail area. Routine Monitoring and Maintenance activities are authorized under 43 CFR Part 46.210(f) and specially for BLM under 516 DM 11.9 G(2)

C. Maintenance: Those minimal activities required to keep a route "passable" for four-wheel drive motorized vehicle use commensurate with the anticipated recreational experience provided by the EMHT. These activities may include installing and maintaining water bars, culverts, drains, switchbacks and energy dissipators; constructing and maintaining stream crossings; maintaining or enhancing road/trail running surfaces.

Where practical and feasible, every effort will be made to maintain these routes at the level or standard outlined in the BLM's 9113 Road Manual. Roads will be maintained at the level appropriate for the area specific recreation opportunity setting.

III. Project Management Plan:

A. MDHCA shall agree to: maintain roads and trails in accordance with BLM guidelines and official authorizations. As an official group volunteer, the MDHCA will provide their assistance in accordance with the following guidelines:

1. All services will be contributed without compensation in wages.
2. Volunteers while acting within the scope of this Memorandum of Understanding (MOU) and the Group Volunteer Services Agreement will be deemed to be as if they were Federal employees for the purposes of the:
 - (a) Federal Tort Claims Act, which protects federal employees from liability for injury or damage to others while the employees are acting within the scope of their duties, and
 - (b) Federal Employees Compensation Act, which provides for compensation for work-related injury.
3. Each participant will be at least 18 years old, or if any are under 18, a parent or guardian of each consent to this MOU/Agreement as shown by his or her signature on attachment(s) to the Group Volunteer Services Agreement.
4. The MDHCA will provide BLM with each participating volunteer's name, phone number, and address, and number of service hours contributed. Each participant has certified, or before commencing work will certify, that he or she (1) has been informed of the health and physical-condition requirements for doing the work and project location and (2) knows of no physical condition or limitation that may adversely affect his or her ability to do this work. The MDHCA will supervise their participants' day-to-day work.
5. The MDHCA will assign a Board Member and experienced Trail Managers who will oversee the ad hoc and Routine Monitoring and Maintenance activities such as trail evaluation, logbook monitoring / replacement /

archiving, and documenting areas of needed maintenance and/or identifying projects to be submitted as formal project proposals. Activities will be reported in Quarterly Trail Reports. These reports may contain items that need attention in the nearby vicinity of the specified routes, but not necessarily a formal part of the routes (ie: a nearby structure that requires attention, or nefarious activity taking place).

6. The MDHCA and the NFO will hold a postseason maintenance meeting to evaluate each proposed formal work project. The MDHCA will introduce all proposed projects planned for the fiscal year at this postseason meeting in May/June. BLM will consider which projects to proceed with, and after a full project review and environmental compliance has been completed by the BLM, a written authorization will be issued for work to be performed by MDHCA. The intent is to complete the environmental review and any authorization prior to the next field season beginning in October. At least 10 days before each volunteer work project, the MDHCA will notify the BLM to allow the agency ample time to schedule staff to oversee the project.
7. The MDHCA will establish a policy within their organization to potentially appoint a relevant recreation club to assist with fulfilling all the MDHCA obligations in regard to this agreement – but will remain under MDHCA guidance. Any identified clubs will be approved by the MDHCA and ratified by the BLM wherever appropriate. The MDHCA will retain the authority and responsibility to assure that volunteers are available to perform the obligations of this agreement.

B. The NFO will agree to: serve in an oversight role in coordinating the maintenance program, integrating proposed projects into the resource area's overall multiple use land management mission, and ensuring program compliance with applicable laws, regulations, and policies. The BLM will provide guidance and oversight for all maintenance activities and developments to ensure that the proposed action is completed in accordance with official procedures, regulations, and policies.

As a partner to this agreement, the BLM will hold a postseason maintenance meeting in May/June to evaluate each proposed work project. BLM will consider which projects to proceed with, and after a full project review and environmental compliance has been completed by the BLM, a written authorization will be issued for work to be performed by MDHCA. The intent is to complete the environmental review and any authorization prior to the next field season beginning in October. Subject to staff availability and management priorities, the BLM will provide staff specialist(s) to oversee any approved projects. The BLM will, when feasible, consult with the MDHCA prior to altering any specified routes.

The BLM will give recognition to the MDHCA as official volunteers/partners in the maintenance of these routes in all information materials related to these projects.

C. The NFO further agrees that: it will deem volunteers participating under this MOU and the Group Volunteer Services Agreement to be as federal employees for purposes of tort claims and compensation for work-related injury to the extent not covered by the sponsoring organization.

IV. Terms of the Agreement

A. This agreement shall be effective from the date of final signature and will expire seven years from the date of signature unless extended in writing by all the cooperators or otherwise terminated.

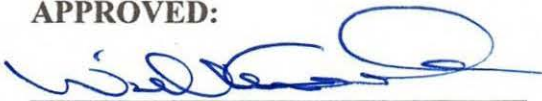
B. Either the MDHCA or NFO may terminate this MOU and the Group Volunteer Services Agreement at any time by notifying the other party in writing.

V. Contacts

A. BLM Contacts for this agreement will be the Needles Field Office Field Manager or Assistant Field Manager unless specifically delegated to other NFO Staff

B. MDHCA Contacts for this agreement will be the MDHCA President, Vice President, Trail Manager The East Mojave Heritage Trail, and the Trail Manager The Mojave Road.

APPROVED:



William Creech
President
Mojave Desert Heritage and Cultural Association

Date 4/22/22



Mike W. Ahrens
Field Manager
BLM, Needles Field Office

Date 4/22/22

**MAINTENANCE STANDARDS
FOR
The Mojave Desert Heritage and Cultural Association
ADOPT-A-ROUTE AGREEMENT**

The specific route networks that make up The Mojave Road and The East Mojave Heritage Trail (EMHT) in the Needles Bureau of Land Management Field Office (NFO) boundary provides a wide variety of motorized vehicle experiences from easy touring roads to highly technical four-wheel drive segments. The level and extent of maintenance for each route will be determined based upon the setting, use level, environmental concerns, and feasibility of each project. The level of maintenance appropriate for each route will be determined on a case-by-case basis by the BLM and MDHCA and described in the project description section of each group volunteer agreement.

Maintenance within the scope of this agreement is defined as "those activities required to keep a route "passable" for four-wheel drive motorized vehicle use." In most cases where practical and feasible, every effort will be made to maintain these routes at the level or standard outlined in the BLM's 9113 Road Manual.

Routine Monitoring and Maintenance activities include the following and are authorized and Categorically Excluded from further environmental review under 43 CFR Part 46.210(f) and specially for BLM under 516 DM 11.9 G(2):

- A. Monitor the route, sign condition, amount of use, and use conflicts.
- B. Removal of modern trash and debris left by visitors.
- C. Raking out off route impacts.
- D. Delineating route by hand using rocks and other natural debris as necessary and appropriate.
- E. Clearing vegetation to a distance not to exceed the width of the travel corridor or a height of 10 feet.
- F. Removing large obstacles, with hand tools, from the travel corridor.
- G. Maintaining or enhancing road/trail running surfaces using hand tools.
- H. Taking photographs of photo plots in accord with established protocols.
- I. Installing and maintaining route signs, markers, and visitor registers – to include replacement and archiving visitor registers at the MDHCA site in Goffs, CA.

Maintenance Projects include the following and will be authorized on a case-by-case basis after environmental review:

- A. Installing and maintaining water bars, culverts, drains, switchbacks, and energy dissipators.
- B. Constructing and maintaining stream/wash crossings.
- C. Maintaining or enhancing road/trail running surface with the use of heavy equipment.
- C. The scope of this agreement does not authorize the construction of new routes, unless specifically requested to do so by NFO and agreed to in advance.