

FS Agreement No. 21-MU-11132424-047

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
RECREATIONAL AVIATION FOUNDATION
And The
USDA, FOREST SERVICE
NATIONAL HEADQUARTERS

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Recreational Aviation Foundation, hereinafter referred to as “RAF,” and the United States Department of Agriculture (USDA), Forest Service, National Headquarters, hereinafter referred to as the “U.S. Forest Service.”

Background: The Recreational Aviation Foundation first MOU was developed in March of 2015. This version marks the second edition and extends the collaborative efforts and work accomplishments provided under this agreement.

Title: Recreation Aviation Foundation MOU

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to develop and build on a framework for cooperation between the Forest Service (FS) and the Recreational Aviation Foundation (RAF) for opportunities relating to Forest Service airstrips programs, including the operation, rehabilitation, maintenance, and public use of backcountry airstrips; assisting in collecting and sharing information about backcountry airstrip recreation opportunities; and, enhancing recreation aviation opportunities through funding, volunteerism, and sharing technical advice. Collaboration under this MOU can occur at the national, regional, and local levels through mutually beneficial programs, projects, training, and other activities that may be planned and accomplished on National Forest System (NFS) Lands by the FS and the RAF. Such programs, projects, and activities will complement the respective missions of the Parties and serve the mutual interest of the Parties and the flying public in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

- Backcountry airstrips are an important part of the administrative and recreational infrastructure on the National Forests.
- Use of these airstrips for recreational access is a valued and important activity for the aviation community and many visitors.



- Backcountry airstrips provide a low impact method of access to various remote and isolated recreation sites and areas.
- Some backcountry airstrips contain important historical and cultural values that are reminders of a bygone era.
- Backcountry airstrips provide potential access for emergency services, firefighting efforts, and other administrative activities of the Forest Service.

Further, the FS and the RAF believe that collaboration between the recreational aviation community and the U.S. Forest Service is important and necessary to ensure that backcountry airstrips are recognized as valuable sources of recreation opportunities, that the airstrips receive support from aviation volunteer groups for ongoing maintenance and operations, and that future needs for airstrip policy can be identified. This Memo of Understanding will facilitate and encourage further collaboration between the recreational aviation community and the Forest Service.

In consideration of the above premises, the parties agree as follows:

III. THE RECREATIONAL AVIATION FOUNDATION SHALL:

- A. Work with the FS to identify appropriate partnership opportunities (specific projects, administrative studies, education programs, etc.) and to jointly pursue such projects or activities, when appropriate, and to facilitate improved understanding and communication between aviators, public agencies, and the public.
- B. Promote this partnership with the FS to RAF members, their families and affiliate organizations and encourage collaboration with FS on mutually beneficial projects or activities.
- C. Provide volunteers to assist with the coordination and care of airstrips located on NFS lands. All volunteer projects will be performed under an appropriate volunteer agreement and only with the express permission of the local line officer. Volunteer or challenge cost share agreements will fully describe the specific work, tasks, studies, inspections, consultations and cooperation, including any limitations, the Cooperator will perform. When materials are necessary for these activities, the RAF will coordinate donations of both money and needed materials through its membership, affiliate organizations and the general aviation community.
- D. Assist the FS in planning future recreation aviation opportunities by proposing areas and airstrips to be utilized for recreational aviation access and purposes.
- E. As requested, help facilitate the coordination of meetings and sharing of information with the FS, aviation community, and other stake holders for



- discussing recreation aviation issues/concerns at the local level. Provide information to the FS about the concerns and needs of airstrips, including safety, quality of experience, environmental impact, and cost effectiveness.
- F. Maintain a communication and volunteer network for engaging recreational pilots through the RAF State Liaisons and other state pilot organizations.
 - G. Provide technical assistance on backcountry airstrip issues to land managers, members and communities involved in recreational projects, educational activities, opportunities, and management.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Collaborate with the RAF to identify opportunities and possible locations on the National Forests for the RAF to pursue its mission with interested FS partners.
- B. Cooperate with the RAF to identify mutually beneficial projects, activities and opportunities for subsequent Forest or Ranger District agreements or partnerships with the RAF and/or state pilot organizations.
- C. As resources allow, provide the RAF with information to help produce educational materials and information exchange programs that support FS objectives and are consistent with applicable Federal laws, regulations, FS plans, and other management direction.
- D. Promote this partnership with the RAF to FS employees and encourage collaboration with the RAF on mutually beneficial projects or activities.
- E. Provide advice to the RAF about how to work with the FS effectively, and to help aid the development of aviation educational materials.
- F. Advise the RAF of opportunities to participate in public involvement processes and events, such as: a) those dealing with planning, implementation, and evaluation of land, water, and waterway management activities; b) projects designed to enhance use of Federal lands and related waterways by aircraft; c) existing and future rules and regulations concerning public use of agency administered resources; and, d) education programs concerning safety, stewardship, and responsible environmental behavior.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Tim Riley 4183 Los Pinos Drive Teton, ID 83452 408-210-8765 triley@theraf.org	John Mckenna 1711 W. College Street Bozeman, MT 59215 406-581-8234 jmckenna@theraf.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jamie Schwartz 201 14 th Street SW Washington DC 20250 202-205-1589 james.schwartz@usda.gov	Jamie Schwartz 201 14 th Street SW Washington DC 20250 202-205-1589 james.schwartz@usda.gov

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement RAF acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If RAF fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds RAF has expended in violation of sections 433 and 434.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or RAF is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To RAF, at RAF's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or RAF from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of RAF's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of RAF's products or activities.
- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for RAF to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted



- and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- K. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. RAF is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "Recreation, Heritage and Volunteer Resources of the U.S. Forest Service, Department of Agriculture, as related to recreation, heritage or volunteer activities on National Forest Lands."
- RAF may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. RAF is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. RAF shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. RAF shall include the following statement, in full,



in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

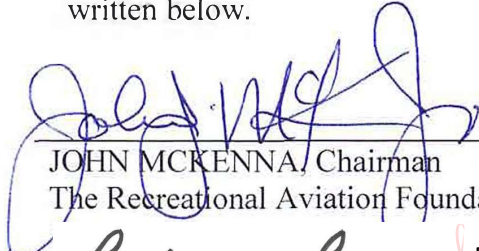
If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- O. DEBARMENT AND SUSPENSION. RAF shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should RAF or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through November 13, 2025 at which time it will expire.
- R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.



In witness whereof, the parties hereto have executed this MOU as of the last date written below.


JOHN MCKENNA, Chairman
The Recreational Aviation Foundation

12/10/20
Date



Digitally signed by MICHIKO MARTIN December 14, 2020
Date: 2020.12.14 11:37:31 -05'00'

Michiko Martin, Director
U.S. Forest Service, Recreation, Heritage and
Volunteer Resources

Date

The authority and format of this agreement have been reviewed and approved for signature.

JOHN HEFNER Digitally signed by JOHN HEFNER
Date: 2020.12.09 12:46:51 -08'00'
JOHN HEFNER, WO
U.S. Forest Service Grants Management Specialist

12/9/2020
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.