

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
AND THE RECREATIONAL AVIATION FOUNDATION**

A. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for collaboration between the Bureau of Land Management (BLM) and the Recreational Aviation Foundation (RAF) relating to the responsible use of recreational airstrips on BLM-managed lands. This MOU covers national, state, and local programs, projects, training, and other activities related to the use of recreational airstrips that may be planned and/or accomplished on BLM-managed lands by the BLM and the RAF. To the extent possible and subject to applicable federal law, such programs, projects, and activities will seek to complement the respective missions of the Parties and serve the mutual interest of the Parties and the flying public.

B. AUTHORITY

This MOU is entered into under the authority of Section 307(b) of the Federal Land Policy and Management Act (FLPMA) of 1976, 43 U.S.C. § 1737(b).

C. THE PARTIES

Bureau of Land Management

The BLM, an agency of the U.S. Department of the Interior, manages over 245 million surface acres in the United States. Pursuant to FLPMA BLM manages those public lands on the basis of multiple use and sustained yield to best meet the needs of present and future generations. The BLM manages resources and uses such as outdoor recreation, livestock grazing, mineral development, and conservation of natural, historical, cultural, and other resources on public lands. Most of the country's BLM-managed public land is located in 12 western states, including Alaska.

Recreational Aviation Foundation

The RAF is a national nonprofit organization, 501(c) (3), established in 2003 by a group of pilots, who became concerned that recreational backcountry airstrips were disappearing through neglect and lack of understanding about the access and recreational opportunities they provide. Through its nationwide network with membership in all 50 states, and a network of state liaisons, the RAF's stated mission is: "Keeping the legacy of recreational aviation strong by preserving, maintaining and creating public use recreational and backcountry airstrips nationwide." This mission is accomplished through negotiation and collaboration between public and private

landowners, including the BLM, for the maintenance of existing airstrips by state pilot organization volunteers, the reopening of closed airstrips that possess recreational potential, and the creation of new recreational airstrips through the applicable resource planning processes.

D. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The BLM and the RAF recognize the value of promoting public-private partnerships that encourage responsible use of public land by recreationalists.

The BLM and the RAF share a common interest in disseminating information to the public regarding conservation, recreation, and natural resource activities as they relate to using aircraft to access BLM-managed public lands.

The primary beneficiaries of this MOU are members of the general public who use recreational aircraft to access BLM public lands for recreation opportunities.

The participating Parties have an interest in promoting safety awareness regarding aviation activities on Federal lands and waterways, while acknowledging that it is the responsibility of each individual recreational aircraft pilot to understand and accept risks associated with such activities.

The participating Parties have an interest in airstrip use for recreation and other benefits, including but not limited to aviation for fire protection, law enforcement, emergency/medical arrival, evacuation uses, survey work, and resource work.

E. THE BUREAU OF LAND MANAGEMENT AGREES TO:

1. Collaborate with the RAF to identify opportunities and possible locations throughout the country for the RAF to pursue its mission with interested BLM partners.
2. Collaborate with the RAF to identify mutually beneficial projects or activities and develop opportunities for subsequent state or field office agreements or partnerships with the RAF and/or state pilot organizations.
3. Provide technical assistance to the RAF with regard to the development of educational materials and a comprehensive communication network.

4. Advise the RAF, subject to applicable legal requirements, 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 the 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.
5. Work with the RAF as it develops a short-term action plan to identify approaches that will address long term goals for access to BLM-managed lands through aviation.
6. Provide information to help produce educational materials and information exchange programs that support BLM objectives and are consistent with applicable federal laws, regulations, BLM plans, and other management direction.
7. Promote this partnership with the RAF to BLM employees and partner organizations and encourage collaboration with the RAF on mutually beneficial projects or activities, subject to applicable legal requirements.
8. Share information and coordinate with RAF on planning, evaluation and future rules and regulations for airstrip management within specially designated areas such as wilderness areas and BLM's National Conservation Lands units, subject to applicable legal requirements.

F. RECREATIONAL AVIATION FOUNDATION AGREES TO:

1. Work with the BLM 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.
2. Assist the BLM in conveying agency policy and concerns to the public and encourage the environmentally responsible use of BLM-administered lands.
3. Provide technical assistance on backcountry airstrip issues to land managers, members and communities involved in recreational projects, educational activities, opportunities, and management.
4. Provide information to the BLM where it is related to the concerns and needs of backcountry airstrips and how they relate to the management of BLM-administered lands, including information on safety, quality of experience, environmental impact, and cost effectiveness.

5. Promote this partnership with the BLM to its members and their families and affiliate organizations and encourage collaboration with the BLM on mutually beneficial projects or activities.
6. Maintain a communication network for engaging recreational pilots through the RAF state liaisons and other state pilot organizations.
7. Delegate, when appropriate, to affiliate pilot organizations (e.g., national, state, and local) any tasks that are better suited to their local, state, or national organizations.
8. Encourage members to attend local public meetings and learn about the BLM's recreation programs and policies.

G. IT IS MUTUALLY AGREED BY THE BUREAU OF LAND MANAGEMENT AND RECREATIONAL AVIATION FOUNDATION THAT:

1. The principal contacts for this MOU are:

Andy Tenney
Division Chief, Recreation & Visitor Services
USDI, Bureau of Land Management
1849 C Street, N.W. MS-MS 6224
Washington, D.C. 20240
Office: 202-912-7094
FAX: 202-245-0050


John McKenna
President
Recreational Aviation Foundation
1711 W. College Street
Bozeman, MT. 59715
Office: 406-587-5166
Cell: 406-581-8234

2. The local contact persons for the BLM are field and state level managers who may enter into subsequent agreements and cooperative relationships subject to agency review and approval, on an as-needed basis, to accomplish the purposes of this MOU.
3. The local contact persons for the RAF are state liaisons who may enter into subsequent agreements and collaborative relationships subject to board review and approval to accomplish the purposes of this MOU.

4. Nothing in this MOU commits the BLM to particular outcomes and/or would otherwise be construed as inconsistent with any applicable federal law, regulation, or policy controlling BLM activities. Any endeavor involving an agreement for reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors or agreements will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.
5. This MOU does not establish authority for a noncompetitive award(s) to the RAF of any contract or other agreement. Any contract or agreement for training or other services must comply fully with all applicable requirements for competition. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds.
6. Nothing in this MOU may be interpreted to imply that the United States, the Department of the Interior, or the BLM endorses any product, service, or policy of the RAF. The RAF will not take any action or make any statement that suggests or implies such endorsement.
7. Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act, 5 U.S.C. § 552, and may be release subject to applicable legal requirements.
8. The parties will comply with the Federal Advisory Committee Act, Pub. L. No. 92-463, to the extent it applies to any activities covered by the MOU.
9. This MOU in no way restricts the BLM or the RAF from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
10. During the performance of this MOU, all parties will abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.
11. Nothing herein is intended to conflict with current Department of the Interior directives. If any term of this MOU is deemed inconsistent with those directives, then the portions of this MOU that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect. Additionally, nothing herein is intended to conflict with the RAF's mission.

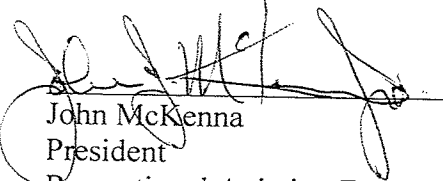
12. This MOU becomes effective upon signature by the BLM and the RAF and, unless terminated, shall be in force for 5 years from the date of the last signature, at which time this MOU shall automatically terminate unless renewed by both parties hereto. Any party to this MOU reserves the right to withdraw from this MOU, or any part thereof, at any time upon 30 days prior written notice to the other party hereto at the addresses set forth above or as otherwise indicated.
13. Modifications within the scope of the MOU shall be made by mutual consent of the parties hereto, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.
14. This MOU provides a general framework for BLM national, state, district, and field offices to work in partnership with the RAF and state pilot associations on joint projects and goals related to the purposes of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.



Steven A. Ellis
Deputy Director, Operations
USDI, Bureau of Land Management

Date: 2/3/15



John McKenna
President
Recreational Aviation Foundation

Date: 2/3/15