

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 cooperation between the Bureau of Land Management (BLM) and the Recreational Aviation Foundation (RAF), jointly referred to as the “Parties,” 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.

This MOU furthers the Department of the Interior’s (DOI) priorities to build healthy communities and economies and provide safe access to exceptional outdoor recreation experiences for all Americans.

**B. AUTHORITY**

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

**C. THE PARTIES**

Bureau of Land Management

The BLM, an agency of the DOI, manages approximately 245 million surface acres in the United States. The FLPMA sets forth the agency’s comprehensive mission to manage the public lands for a variety of uses to benefit present and future generations. The BLM manages public lands for such uses as outdoor recreation, livestock grazing, and mineral development, and acts as a steward of natural, historical, cultural, and other resources on public lands for future generations. Most BLM-managed public land is 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 of supporters in all 50 states, and a network of state liaisons, the RAF

seeks to preserve, improve, and create airstrips for recreational access. The RAF accomplishes this mission through negotiation and collaboration with public and private landowners, including the BLM, regarding the maintenance of existing airstrips by state pilot organization volunteers, the reopening of closed airstrips possessing recreational potential, and the creation of new recreational airstrips through the applicable resource planning processes.

#### **D. STATEMENT OF MUTUAL INTERESTS AND BENEFITS**

The Parties recognize the value of promoting public-private partnerships that encourage responsible recreational use by public land visitors.

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

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

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

The Parties have an interest in airstrip use for recreational access 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 appropriate opportunities and possible locations throughout the country for the RAF to pursue its mission with interested BLM partners and inventory and consider adding existing airstrips for analysis and use in BLM planning documents, contingent upon available funds and personnel and in compliance with applicable laws, regulations, BLM land-use and activity plans, and other BLM policy priorities.
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 relating to recreational access via aircraft.
3. Where appropriate, as determined by the BLM, provide technical assistance to the RAF regarding 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 recreational use of public lands.
5. Work with the RAF as it develops a short-term action plan to identify approaches addressing long-term goals for access to BLM-managed lands through aviation.
  6. Where appropriate, as determined by the BLM, 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, affiliate pilot organizations, BLM employees and partner organizations, and encourage collaboration with the RAF on mutually beneficial projects or activities, subject to applicable legal requirements.
  8. Where appropriate, as determined by the BLM, share information and coordinate with the RAF on planning, evaluation, and future rules and regulations for airstrip management within specially designated areas such as Wilderness Areas and the BLM's National Conservation Lands units, subject to applicable legal requirements.

**F. THE 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 responsible use of BLM-administered lands.
3. Provide technical assistance on backcountry airstrip and access issues to land managers, supporters, and communities involved in recreational projects, educational activities, opportunities, and management.
4. Provide information to the BLM regarding 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, site conditions, and cost effectiveness.
5. Provide RAF materials for timely review by the BLM prior to distribution if such materials use the BLM logo. The use of the BLM's logo will be reviewed in accordance with BLM policy and after approval for each novel use by the BLM.

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

**G. IT IS MUTUALLY AGREED BY THE BLM AND THE RAF THAT:**

1. The principal contacts for this agreement are:

Kevin E. Oliver  
Division Chief  
Recreation and Visitor Services  
Bureau of Land Management  
(801) 450-3134  
[koliver@blm.gov](mailto:koliver@blm.gov)

Mark Spencer  
Arizona State Liaison  
Recreational Aviation Foundation  
(602) 708-1599  
[mspencer@theraf.org](mailto:mspencer@theraf.org)

2. The local contact persons for the BLM are field and state level managers who may enter into subsequent agreements and cooperative relationships as needed at the local level to accomplish portions of this MOU.
3. Nothing in this MOU may be construed to obligate the United States, the DOI, or the BLM to any current or future expenditure of resources in advance of the availability of appropriations from Congress. 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 must be made in writing by representatives of the Parties and must be independently authorized by appropriate statutory authority.
4. This MOU does not establish authority for a noncompetitive award 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 to affect the authorities of the participants, bind them beyond their respective authorities, or require any of the participants to obligate or expend funds.

5. Nothing in this MOU will be interpreted to imply that the United States, the DOI, 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.
6. Any information furnished to the BLM by the RAF under this instrument is subject to the Freedom of Information Act (5 U.S.C. § 552).
7. The Parties will comply with the Federal Advisory Committee Act to the extent that it applies.
8. 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.
9. The BLM owns all rights, title, and interest in and to the BLM Marks (including, without limitation, all registrations and applications). "Marks" means all trademarks, service marks, logos, brand identification, and indicia (including domain names and websites), to be used to identify or describe the BLM, the DOI, or both, and features located therein, whether registered or not.
10. The RAF has not acquired and may not acquire (whether by operation of law, by this MOU, or otherwise), any right, title, interest, or ownership (collectively, "Ownership Rights") in or to the BLM Marks or any part thereof.
11. The RAF will not do anything which, in the BLM's sole judgment, could in any way damage, injure, or impair the validity and subsistence of the BLM Marks during the MOU or at any time thereafter. The RAF will not attack, dispute, or challenge the BLM's Ownership Rights or the rights the BLM assigns, licenses, or sublicenses to a third party in or to the BLM Marks or the validity of the BLM's Ownership Rights as described in this MOU, nor may the RAF assist others in so doing.
12. 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.
13. Nothing herein is intended to conflict with current DOI, BLM, or RAF directives. If any term of this MOU is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect.
14. This MOU becomes effective upon the last signature of the BLM and the RAF and, unless terminated, will be in force for 5 years, at which time this MOU will automatically terminate unless renewed by the BLM and the RAF. The BLM and the RAF reserve the right to withdraw from this agreement, or any part thereof, at any time upon 30 days' prior written notice to the other Party (at the addresses set forth above or as otherwise indicated).

- 15. Modifications to this instrument must be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by the Parties, prior to any changes being performed.
- 16. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity.

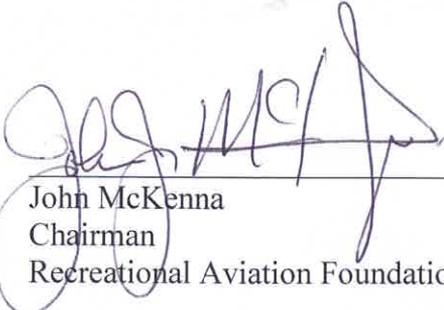
**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU.

**BARRY  
BUSHUE**

Digitally signed by  
BARRY BUSHUE  
Date: 2026.02.20  
11:10:59 -07'00'

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Barry Bushue  
Acting Assistant Director  
National Conservation Lands and Community Partnerships  
Bureau of Land Management

\_\_\_\_\_  
Date

  
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John McKenna  
Chairman  
Recreational Aviation Foundation

02-25-26  
\_\_\_\_\_  
Date