

FS Agreement Number-NFS-PB-BASS-2025-23375

MEMORANDUM OF UNDERSTANDING
Between
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 “Forest Service.”

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

Title: Recreational Aviation Foundation MOU 2025-2030

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 and the 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 may 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 Forest Service 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 MOU 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 Forest Service 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 Forest Service to RAF members, their families and affiliate organizations and encourage collaboration with Forest Service 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, RAF volunteers 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 Forest Service 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 Forest Service, aviation community, and other stakeholders 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 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 Forest Service 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, Forest Service plans, and other management direction.
- D. Promote this partnership with the RAF to Forest Service 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 Forest Service effectively, and to 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
Name: Bill McGlynn Address: 1711 W. College Street City, State, Zip: Bozeman, MT 59215 Telephone: 208-631-0636 Email: bmcglynn@theraf.org	Name: Kodi Myhre Address: 1711 W. College Street City, State, Zip: Bozeman, MT 59215 Telephone: 406-380-0829 Email: kmyhre@theraf.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Scott Haas Address: 1617 Cole Blvd, Bldg. 17 City, State, Zip: Lakewood, CO 80401 Telephone: 720-534-7161 Email: scott.haas@usda.gov	Name: Scott Haas Address: 1617 Cole Blvd, Bldg. 17 City, State, Zip: Lakewood, CO 80401 Telephone: 720-534-7161 Email: scott.haas@usda.gov

B. NOTICES. Any communications affecting the operations covered by this agreement given by the 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 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.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or RAF from participating in similar activities with other public or private agencies, organizations, and individuals.



- D. ENDORSEMENT. Any of RAF's contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of RAF's products or activities.
- E. 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, 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.

- F. USE OF FOREST SERVICE INSIGNIA. For RAF to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the 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.
- G. 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.
- H. 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).



- I. 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.
- J. PUBLIC NOTICES. It is the 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 Forest Service, Department of Agriculture, as related to recreation, heritage, or volunteer activities on National Forest System lands."
- RAF may call on the Forest Service's Office of Communication for advice regarding public notices. RAF is requested to provide copies of notices or announcements to the Forest Service Program Manager and to The Forest Service's Office of Communications as far in advance of release as possible.
- K. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. RAF shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed because of this MOU.
- L. 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."

- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. RAF shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering 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 Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- O. 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.
- P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through June 9th, 2030, at which time it will expire.
- Q. 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 *6-3-2025*

JOHN MCKENNA, Chairman Date
Recreational Aviation Foundation

KATHERINE ARMSTRONG Digitally signed by KATHERINE ARMSTRONG

Date: 2025.06.16 08:54:53 -04'00'
KATHERINE ARMSTRONG, Acting Director Date
Forest Service, Public Benefits

Paperwork Reduction Act 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. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.