

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**DIVISION OF FOREST, RANGELAND, AND VEGETATION RESOURCES**  
**BUREAU OF LAND MANAGEMENT**  
**and**  
**ARBOR DAY FOUNDATION**

Title: Cooperative Reforestation Initiative

**I. AUTHORITY**

This Memorandum of Understanding (MOU) is hereby entered into by and between the Arbor Day Foundation, hereinafter referred to as Arbor Day, and the Bureau of Land Management's Division of Forest, Rangeland, and Vegetation Resources, hereinafter referred to as BLM HQ-220, under the provisions of the Federal Land Policy and Management Act (43 U.S.C. 1701 et seq.) ("FLPMA").

**II. PURPOSE**

The purpose of this MOU is to confirm cooperative policies or procedures to promote reforestation on BLM managed lands. Arbor Day intends to contribute funds to the BLM for the purpose of supporting reforestation efforts that will restore forest cover and ecosystem services, such as carbon sequestration and storage on lands that have experienced forest mortality due to wildfire, insect, disease, and drought or for other afforestation efforts. Contributions by Arbor Day will be collected in accordance with section 307 of FLPMA (43 U.S.C. 1737(c)), which authorizes the BLM to accept contributions of money for the management of public lands, as and applicable Departmental and BLM collections policies, including BLM MS-1105, *Donations, Solicitation, and Fundraising* (Nov. 19, 2019). This MOU outlines the expectations of each signatory for the use of contributions and coordination for reforestation projects on BLM-managed lands.

**III. STATEMENT OF MUTUAL BENEFIT AND INTEREST**

The BLM manages approximately 245 million acres of public lands, 58 million of which are forest and woodlands. The BLM has ongoing reforestation needs and conducts reforestation projects annually. BLM recently published a report for its salvage categorical exclusion documenting that an average of 279,630 acres of BLM-managed forest were impacted by wildfire annually from 2009 to 2018. The BLM will continue to plan and conduct reforestation to restore and maintain forest ecosystems to meet the multiple-use objectives of FLPMA.

With a network of partners spanning the globe, Arbor Day is uniquely positioned to bring corporate partners, members, and tree advocates together to fund large-scale tree planting efforts. By identifying the need for trees and sharing stories with potential sponsors/donors, Arbor Day can facilitate funding opportunities to make projects come to life.

Now, therefore, in consideration of the above premises, the parties agree as follows:

The BLM agrees:

1. It is BLM policy to conduct reforestation on public lands using best available science to maximize seedling establishment (Manual 5710). This includes: 1) providing tree planting and site preparation services and ensuring that the services are adequately completed to obtain the optimal survival and growth of the planted trees; 2) procuring trees of sufficient quality and quantity identified for the project; and 3) providing for long-term management of reforested and afforested lands in accordance with all applicable laws and regulations.
2. BLM HQ-220 will call for project proposals internally across BLM programs to include but not limited to Oregon and California Railroad Revested Lands (“O&C lands”) and Public Domain Forest Management, Burned Area Rehabilitation, Wildlife Conservation, and Abandon Mine Lands programs. BLM will provide Arbor Day with reforestation project proposals on a periodic basis, including project details, maps, and a schedule of costs.
3. BLM HQ-220 will coordinate with each field office that has a project identified by Arbor Day for monetary support to ensure funds are utilized exclusively for growing and planting trees.
4. BLM HQ-220 will coordinate with field offices to provide feedback to Arbor Day on project completion, which may be used by Arbor Day in publications highlighting the project. Information should include dates of plantings, photography, species of trees planted, habitat affected, locations of plantings, hectares planted, quantity of trees planted, reasons and benefits of planting, and maps of planting locations. BLM acknowledges that Arbor Day may use this information to feature the partnership and projects in their webpages, newsletters, and other communications.
5. BLM HQ-220 will communicate to Arbor Day any changes in timing or design of projects caused by unforeseen circumstances, such as weather, and work on a mutually agreeable solution. If a project must be abandoned due to unforeseen circumstances, BLM HQ-220 will work with Arbor Day to identify an alternative project. If an alternative is not available, BLM will return the contribution to Arbor Day in accordance with Section 307(c) of FLPMA.
6. The BLM recognizes Arbor Day’s right to support only the projects that meet their organization’s goals.

Arbor Day agrees:

1. Arbor Day recognizes that unforeseen circumstances can cause conditions that could lead to poor seedling survival and that the BLM may change timing and/or design of the project at any time to protect the investment in resources. If this occurs, Arbor Day agrees to work with BLM HQ-220 to find a mutually agreeable alternative project, if available.
2. Arbor Day will coordinate with BLM HQ-220 on review and selection of projects and amounts to be funded.
3. Arbor Day will obtain permission from BLM prior to the use of BLM logos in its webpages, newsletters, and other communications.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE SAID PARTIES THAT:

1. Nothing in this MOU may be construed to obligate the BLM, Arbor Day, or the United States Government to any current or future expenditure.
2. This MOU is neither a fiscal nor a funding obligation document. Any endeavor involving 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. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.
3. Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. 522).
4. Any press release resulting from this MOU must be coordinated with Arbor Day and the BLM Division of Public Affairs.
5. Modification within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties.
6. The instrument is executed as of the date of the last signature and is effective through five years, at which time it will expire, unless extended.
7. Any of the parties, may terminate the instrument in whole, or in part, by a 30-day written notice at any time before the date of expiration.
8. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

V. ADMINISTRATION

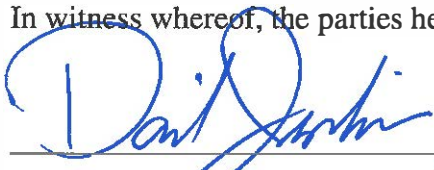
The MOU principal points of contact will be:

For BLM: Wade Salverson, Senior Forester, Public Domain, HQ-220

For Arbor Day: Bradley Brandt, Manager of Forest Restoration Programs

VI. EFFECTIVE DATES

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

  
\_\_\_\_\_

David Jenkins, Assistant Director, Resources and Planning

5/25/21

Date

  
\_\_\_\_\_

Dan Lambe, President, Arbor Day Foundation

6-30-21

Date