

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
AND DISABLED SPORTS USA**

A. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to develop and expand a framework for cooperation between the Bureau of Land Management (BLM) and Disabled Sports USA (DSUSA). This MOU includes the national, state, and local levels on mutually beneficial programs, projects, training, and other recreation or river activities that may be planned and accomplished on BLM-managed lands by the BLM and DSUSA. Such programs, projects, and activities will complement the respective missions of the Parties and serve the mutual interest of the Parties and the public.

B. AUTHORITY

This MOU is entered into under the authority of the Federal Land Policy and Management Act (FLPMA) of 1976, 43 U.S.C. § 1701 et seq.

C. THE PARTIES

Bureau of Land Management

The BLM, an agency of the U.S. Department of the Interior, manages 245 million surface acres in the United States. The Federal Land Policy and Management Act (FLPMA) of 1976 gave the BLM its comprehensive mission to manage the public lands for a variety of uses so as to benefit present and future generations. The BLM manages such resources and uses as outdoor recreation, livestock grazing, and mineral development, and conserves 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.

Disabled Sports USA

Disabled Sports USA (DSUSA) is a national nonprofit, 501(c) (3), organization established in 1967 by disabled Vietnam veterans to serve the war injured. Through its nationwide network of 104 chapters in 38 states, DSUSA offers sports rehabilitation programs to anyone with a permanent disability. Activities are provided through use of public and private lands, including BLM lands. They include winter skiing, snowboarding, Nordic skiing and biathlon, water sports (e.g., kayaking, canoeing, rafting, water skiing, sailing, outrigger canoeing, scuba), equestrian, cycling, including road, trail and off road, summer and winter competitions, fitness and special sports events. Participants include those with visual impairments, amputations, spinal cord

injuries, dwarfism, multiple sclerosis, head injury, cerebral palsy, and other neuromuscular and orthopedic conditions.

D. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The BLM and DSUSA recognize the value of promoting public-private partnerships that encourage responsible use of public lands by persons with disabilities and other recreationalists.

The BLM and DSUSA share a common interest in disseminating information to the public regarding conservation, recreation, and natural resource activities as they relate to accessibility for persons with disabilities.

The primary beneficiaries of this agreement are the general public, especially people with disabilities, including veterans, who want to access the BLM public lands for accessible recreation opportunities.

The participating parties have an interest in promoting safety awareness regarding activities on Federal lands and waterways, while acknowledging that it is the responsibility of each individual or attending caretaker to understand and accept risks associated with such activities.

With 43 years of experience, DSUSA has established a proven and effective service delivery system for outdoor recreation participation, which fosters health and fitness, a healthy lifestyle, dignity, independence, and social integration for persons with disabilities. That unique expertise will serve to enhance BLM's ability to provide quality outdoor recreation experiences for people with disabilities.

E. THE BUREAU OF LAND MANAGEMENT AGREES TO:

1. Cooperate with DSUSA to identify opportunities and possible locations throughout the country for DSUSA chapters to undertake their programs within BLM lands and provide information to DSUSA regarding opportunities with interested BLM partners.
2. Cooperate with DSUSA to identify mutually beneficial projects or activities for people with disabilities and develop opportunities for subsequent state or field office agreements or partnerships with DSUSA chapters.
3. Work with DSUSA to develop a short-term action plan to identify approaches that will address long term goals for access to BLM-managed lands.
4. 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.
5. Promote this partnership with DSUSA to BLM members and affiliate organizations and encourage collaboration with DSUSA and its chapters on mutually beneficial projects or activities.

6. Make BLM lands available for the continuation of the MOU subject to applicable Federal laws, regulations, resource management plans, and other direction.
7. Provide technical assistance to DSUSA with regard to the development of educational materials and a comprehensive communication network to the extent possible.
8. Advise DSUSA 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 people with disabilities; 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.

F. DISABLED SPORTS USA 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 disabled recreational users, public agencies, and the public.
2. Provide information to the BLM where it is related to the concerns and needs of people with disabilities and other constituents as they relate to the management of agency-administered lands and waterways, including safety, quality of experience, environmental impact, and cost effectiveness.
3. Promote this partnership with the BLM to its members and their families and affiliate organizations and encourage collaboration with BLM on mutually beneficial projects or activities.
4. Develop and maintain a communication network for engaging recreationalists through DSUSA chapters and other independent organizations. This will include, but not be limited to, the following DSUSA chapters:
 - a. Adaptive Adventures, CO
 - b. Adaptive Sports Association of Durango, CO
 - c. Adaptive Sports Center Crested Butte, CO
 - d. Breckenridge Outdoor Education Center, CO
 - e. Challenge Aspen, CO
 - f. Colorado Discover Ability, CO
 - g. Common Ground Outdoor Adventures, UT
 - h. National Ability Center, UT
 - i. National Sports Center for the Disabled, CO
 - j. Team River Runner, MD/National
 - k. Telluride Adaptive Sports, CO

5. Provide technical assistance on providing river trips to persons with disabilities, to land managers, members and communities involved in recreational projects, educational activities, opportunities, and management.
6. Delegate, when appropriate, to affiliate organizations (e.g., DSUSA Chapters) any tasks that are better suited to their local, state, or regional organizations. Ensure that those chapters have staff and guides that are properly trained and certified including any special state requirements.
7. Encourage members to attend local public meetings and learn about the BLM's recreation programs and policies.
8. Assist the BLM in conveying agency policy and concerns to the public and encourage the environmentally responsible use of agency administered and nearby lands or related waters.

G. IT IS MUTUALLY AGREED BY THE BUREAU OF LAND MANAGEMENT AND DISABLED SPORTS USA THAT:

1. The principal contacts for this agreement are:

Andy Tenney
Deputy Chief, Recreation & Visitor Services Division
USDI, Bureau of Land Management
1849 C Street, N.W. MS-LM 6224
Washington, D.C. 20240
Phone: 202-912-7250
FAX: 202-912-7362

Julia Ray
Program Manager
Disabled Sports USA
451 Hungerford Drive, Suite 100
Rockville, MD 20850
Voice: 301-217-0960
Fax: 301-217-0968

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 at the local or regional levels, to accomplish portions of this MOU.
3. Nothing in this agreement may be construed to obligate BLM, the Department of the Interior, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement

obligate the Department of the Interior or the United States to spend funds on any particular project or purpose, even if funds are available.

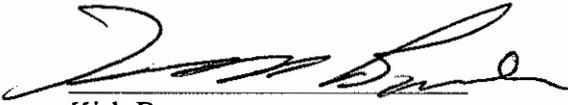
4. The DSUSA will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the BLM, the Department, or the name or title of any employee of the Department in connection with this agreement.
5. This MOU does not establish authority for noncompetitive award to DSUSA 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 agreement may be interpreted to imply that the United States, the Department of the Interior, or the BLM endorses any product, service, or policy of DSUSA. The DSUSA 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 may be subject to the Freedom of Information Act (5 U.S.C. § 552).
8. The parties will comply with the Federal Advisory Committee Act (PL 92-463, sec. 1) to the extent it applies.
9. This MOU in no way restricts the BLM or DSUSA from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
10. Nothing herein is intended to conflict with current Department of the Interior or DSUSA directives. If any term of this agreement 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.
11. This MOU becomes effective upon signature by the BLM and DSUSA 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 agreement, 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).

12 Modifications within the scope of the instrument 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.

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


Robert V. Abbey
Director
USDI Bureau of Land Management

Date: 3-15-11


Kirk Bauer
Executive Director
Disabled Sports USA

Date: 4/11/11