

Current Five Party  
Lake Roosevelt Cooperative Management Agreement  
1990

LAKE ROOSEVELT  
COOPERATIVE MANAGEMENT AGREEMENT

I. RECITALS

- A. Whereas, the Bureau of Reclamation (hereinafter Reclamation) in connection with its responsibility for the construction, operation, and maintenance of the Columbia Basin Project has withdrawn or acquired lands or the right to use lands and may acquire additional land under the federal reclamation laws, Act of June 1902, 32 Stat. 388, and acts amendatory thereof or supplementary thereto, including the Act of March 10, 1973, 57 Stat. 14, and the Act of August 30, 1935, 49 Stat. 1028, 1039; and
- B. Whereas the parties recognize (1) that some of the land acquired, withdrawn or used by Reclamation is located within the boundaries of the Colville Indian Reservation and the Spokane Indian Reservation; (2) that those reservation boundaries were not changed as a result of the acquisition or use of land within either reservation for the Columbia Basin Project; and, (3) that the Confederated Tribes of the Colville Reservation and the Spokane Tribe retain certain governmental authority and responsibility within the exterior boundaries of their respective reservations; and
- C. Whereas, Congress and the President have each recognized certain sovereign and governmental powers of Indian tribes within their respective reservations, and support the tribal sovereignty of Indian tribes to exercise their full measure of governmental authority within their respective reservations; and
- D. Whereas, on Lake Roosevelt, consistent with the express policies of the United States, the Colville and Spokane tribes have an interest in and certain regulatory authority within their reservations over fish and wildlife harvest and habitat protection, recreation, environmental protection, protection and management of cultural, historical and archaeological resources, and the development and utilization of resources on reservation, including economic development and management thereof; and

- E. Whereas, the parties agree that the recreational and other natural resources of Lake Roosevelt and adjacent lands which through sound coordinated planning, development, and management of the Lake Roosevelt Management Area (LRMA), offer unusual opportunities for recreation and other activities for the people of the nation, and the members of the Confederated Tribes of the Colville Reservation and Spokane Indian Tribe; and
- F. Whereas, lands acquired by Reclamation for Lake Roosevelt within the Colville and Spokane reservations are available for public recreation and other development; however, the management and development of those lands may pose unique and difficult problems because of the cultural, religious, and competing social uses to which the tribes have committed their reservations; and
- G. Whereas, the parties recognize that development in areas of Lake Roosevelt located off the Colville and Spokane Reservations will affect and impact reservation lands and resources, and because the lake area was the ancestral home of the Colville and Spokane Indians, such development could impact off-reservation archaeological, historical or religious sites; likewise, reservation activity will affect similar sites off the reservation within the LRMA; and
- H. Whereas, there is an inter-relationship between the development of recreational and other natural resources of the LRMA; and
- I. Whereas, the Coulee Dam National Recreation Area is an existing unit of the National Park system and subject to all NPS laws, regulations, policies and guidelines; and,
- J. Whereas, the National Park Service has special skills and experience in planning, developing, maintaining and managing areas devoted to recreational uses, and is authorized to coordinate with other federal agencies in developing recreational programs (16 U.S.C. §§ 17j-2(b), 4601-1); and
- K. Whereas, the Confederated Tribes of the Colville Reservation and the Spokane Indian Tribe have significant interests in the use and development of those lands within the LRMA, particularly within their respective reservations, and have demonstrated the willingness, capability and experience to

manage those lands and resources within their reservations for beneficial purposes including public recreational uses, and the conservation of the resources; and

- L. Whereas, the respective parties to this Agreement are in a position to provide the services herein identified and, it has been determined to be in the interest of the United States Government to use such services, and the participation of the Confederated Tribes of the Colville Reservation, and the Spokane Tribe as set out herein is consistent with the Indian Self Determination Act of 1975, P.L. 93-638, as amended; and
- M. Whereas, it is recognized and understood among the parties hereto, that nothing contained herein shall affect the authority of any party to commit federal funds as provided by law; and
- N. Whereas, the protection, curation and ultimate disposition of archeological and historical resources (hereafter collectively resources) located within the LRMA is an important responsibility under this Agreement; and in several areas, investigation or preservation activities have occurred in the past but conditions have since changed; and the parties recognize it is important to learn more about these resources; and
- O. Whereas, there exists a dispute on the extent of the Spokane Indian Reservation on the Spokane River Arm of Lake Roosevelt; and whereas, nothing in this Agreement shall be interpreted to affect that issue; and
- P. Whereas, the Secretary of the Interior has a trust duty to tribes and has an obligation to exercise his/her authority consistent with statutory responsibilities and that trust duty, and to interact with tribes on a government-to-government basis.

NOW THEREFORE, the parties hereto, hereby mutually agree as follows:

## II. AUTHORITY

1. This Agreement is entered into by the Department of the Interior pursuant to the authority of the Act of August 30,

1935, 49 Stat. 1028, 1039, the Act of March 10, 1943, 57 Stat. 14, 43 U.S.C. §§ 373, 485i (1982). Nothing in this Agreement shall be construed to modify or annul the Secretary's authority under these Acts.

2. The Confederated Tribes of the Colville Reservation has authority to enter into this Agreement pursuant to Article V, Section 1, Part (a) of the Colville Constitution, adopted February 26, 1938, and approved by the Secretary on April 19, 1938.
3. The Spokane Tribe has authority to enter into this Agreement pursuant to Article VIII of the Spokane Tribal Constitution, adopted June 27, 1951, as amended.

### III. PURPOSE

The purpose of this Agreement is to allow the parties to coordinate the management of the Lake Roosevelt Management Area (hereinafter referred to as LRMA), and to plan and develop facilities and activities on Lake Roosevelt and its freeboard lands. The parties acknowledge and recognize management of the LRMA is subject to the right of the Bureau of Reclamation to accomplish the purposes of the Columbia Basin Project.

### IV. GENERAL PROVISIONS

#### A. Parties:

The parties to this Agreement shall include as governmental parties the National Park Service (NPS), the Bureau of Reclamation (Reclamation), the Bureau of Indian Affairs (BIA), the Confederated Tribes of the Colville Reservation (Colville Tribes), and the Spokane Indian Tribe (Spokane Tribe). Unless the context of the Agreement requires otherwise, the Colville and Spokane tribes shall be referred to collectively as "tribes."

#### B. Area Subject to Agreement:

This Agreement shall cover the management of the LRMA as depicted in Exhibit 1 attached hereto. The LRMA includes Grand Coulee Dam and its appurtenances on Lake Roosevelt, the surface area of Lake Roosevelt up to elevation 1290 msl

(hereinafter Lake area) and all freeboard lands surrounding Lake Roosevelt above elevation 1290 msl owned by or used by the United States pursuant to any agreement for purposes of the Columbia Basin Project.

C. Management Zones:

For the purpose of coordinating the management of the LRMA, and for allocating the appropriate use of resources available in and around Lake Roosevelt, three management zones shall be established.

1. Reclamation Zone: That part of the LRMA surrounding Grand Coulee Dam as set out in Exhibit 1 and marked in blue.
2. Recreation Zone: That part of the LRMA lying outside of the Reclamation and Reservation Zones as set out in Exhibit 1 and marked in green.
3. Reservation Zone: That part of the LRMA lying within the boundaries of the Colville Indian Reservation or Spokane Indian Reservation all as set out in Exhibit 1 and marked in orange. Provided, that for purposes of management only, in those areas where the Colville Indian Reservation and Spokane Indian Reservation lie across from each other and on the Spokane River arm, there shall be a right of navigational passage. This right shall be defined as the right to pass through that portion of the Reservation Zone defined in this Part to a destination point outside that portion of the Reservation Zone.

D. Management and Regulation of the LRMA:

The parties to this Agreement agree that the management and regulation of the LRMA set out below are not intended to nor shall they interfere with or be inconsistent with the purposes for which the Columbia Basin Project was established, is operated and maintained; those purposes being primarily flood control, improved navigation, streamflow regulation, providing for storage and for the delivery of stored waters thereof for the reclamation of public and private lands and Indian reservations, for the generation of electrical power and for other beneficial uses, nor is it intended to modify or alter any obligations

or authority of the parties. Consistent with the above statement, the management and regulation of the LRMA shall be as follows:

1. Reclamation shall have exclusive operational control of the flow and utilization of water at the Grand Coulee Dam and Project facilities operated by Reclamation, and of all access to the Grand Coulee Dam and Project facilities operated by Reclamation; and complete and exclusive jurisdiction within the Reclamation Zone, including authority over and responsibility for the Grand Coulee Dam and Project facilities operated by Reclamation, and such project lands adjacent thereto as the Commissioner of Reclamation with the approval of the Secretary determines to be necessary for Project purposes. Provided, that the parties shall retain the right to take any action otherwise available to challenge any action undertaken by Reclamation under the authority recognized under this Part, including but not limited to action dealing with irrigation, lake level, flows, and storage.
2. NPS shall manage, plan and regulate all activities, development, and uses that take place in the Recreation Zone in accordance with applicable provisions of federal law and subject to the statutory authorities of Reclamation, and consistent with the provisions of this Agreement subject to Reclamation's right to make use of the Recreation Zone as required to carry out the purposes of the Columbia Basin Project.
3. The tribes shall manage as follows:
  - a. The Colville Tribes shall manage, plan and regulate all activities, development and uses that take place within that portion of the Reservation Zone within the Colville Reservation in accordance with applicable provisions of federal and tribal law, and subject to the statutory authorities of Reclamation, and consistent with the provisions of this Agreement subject to Reclamation's right to make use of such areas of the Reservation Zone as required to carry out the purposes of the Columbia Basin Project.

- b. The Spokane Tribe shall manage, plan and regulate all activities, development, and uses that take place within that portion of the Reservation Zone within the Spokane Reservation in accordance with applicable provisions of federal and tribal law, and subject to the statutory authorities of Reclamation, and consistent with the provisions of this Agreement subject to Reclamation's right to make use of such areas of the Reservation Zone as required to carry out the purposes of the Columbia Basin Project.
  - c. In those portions of the Reservation Zone where the Colville Indian Reservation and Spokane Reservation abut, the tribes shall determine as between themselves the allocation of management responsibility.
4. The BIA shall assist the tribes in carrying out the tribes' management of the Reservation Zone, and undertake such other activities as are authorized by law in support of the tribes.

E. Coordination of LRMA.

1. Each party to this Agreement shall designate a representative who will meet periodically with representatives of the other parties to coordinate the independent management of each within the LRMA, consistent with this Agreement.
2. The Parties shall:
  - a. Review, coordinate, communicate and standardize the management plans, regulations and policies developed by the tribes and NPS for their respective management areas to manage ~~and regulate~~ (1) recreation activities, (2) commercial and private development, including major new or significantly expanded development, and (3) the protection of the environment of the LRMA, all consistent with the special interests identified by the parties for their respective management areas, to the extent possible.

- b. Develop a method to incorporate the plans developed by the tribes and NPS to provide to the extent practicable uniform management in the LRMA. Implementation of such plans shall be carried out consistent with the purposes of the Columbia Basin Project.
- c. Review, coordinate, communicate and standardize use permits within the LRMA to the extent practicable, taking into account the cultural and religious interests of the tribes and other parties, and the need to have the standards uniformly applicable in the LRMA.
- d. Monitor, once per year, compliance with this Agreement.
- e. Involve and receive the comments from other interested state, local, county or regional governmental entities and private individuals, or citizen groups or entities with respect to activities related to the management of the LRMA.
- f. Coordinate the development of annual operating budgets and proposals for funding.
- g. Undertake such other Lake Roosevelt activities that the Parties agree to undertake consistent with applicable law.

3. Dispute Resolution Process:

- a. Any party to this Agreement that is aggrieved by any action of another party related to this Agreement, or the failure of a party to act consistent with this Agreement may request that the issue be resolved under this part.
- b. Any party shall prior to initiating any procedure under Part c of this Part, request: (1) a meeting of all Area/Regional Directors and tribal council representatives, to see if the problem can be resolved, and (2) if the process under Part (1) of this subpart is not successful any party may request that officials of the next higher level of BIA, NPS and Reclamation and area/regional

Directors meet with tribal council representatives to consider the issue and attempt to resolve it.

- c. The aggrieved party or parties may request that a mediator be appointed to help resolve the issue. The parties shall agree on a mediator, or in the absence of agreement, the presiding Judge of the United States District Court for the Eastern District of Washington shall be requested to appoint a mediator. The parties shall develop procedures to insure that mediation is expeditious.
- d. The dispute resolution process set out in this part shall be in addition to any other rights of a party to seek enforcement or interpretation of this Agreement.

F. Funding:

1. All parties shall cooperate in the development of all budget components and cost data and in the sharing of the necessary technical information so that each party can make realistic budget estimates necessary for that party to adequately manage the LRMA.
2. Each party to the Agreement shall seek funding for its share of this Agreement. The Superintendent of the Coulee Dam National Recreation Area, the Project Manager of Grand Coulee Dam and the Colville and Spokane Agency Superintendents of the Bureau of Indian Affairs will make a good faith effort to request funds needed by them to manage the LRMA. The BIA agency superintendents shall request funds needed by the tribes to adequately carry out their management responsibilities as identified under this Agreement. These requests shall only be developed and proposed consistent with and subject to budgetary practices and procedures of the United States, including, but not limited to the direction and policies of the President, OMB, and the Secretary of the Interior. Except as required under this paragraph or applicable law, parties to this Agreement shall support the need to provide adequate funding to the tribes to allow the tribes to carry out their responsibilities under this Agreement.

3. Upon approval of the requests for submission to the Congress as part of the President's budget, each party shall to the extent practicable, identify these funds in their respective congressional justifications and continue to support their own and each other's funding requests when testifying before Congress to the extent that such requirements are identified in the President's budget.
4. This Agreement shall not create an obligation on the part of any party hereto to expend funds that have not been lawfully appropriated by Congress or the Colville or Spokane tribes. The failure to take action otherwise required because funds were not appropriated shall not constitute a breach of this Agreement.
5. Nothing in this part shall prohibit or limit the right of the tribes to independently seek funding from whatever source is available to carry out their management and regulation within the Reservation Zone.
6. To the extent allowed by law, and consistent with the activity being undertaken and the terms of the Agreement, if additional funds from sources other than congressional appropriation become available to Reclamation, NPS or the BIA for purposes of undertaking any activity addressed by this Agreement, the agencies shall attempt to assure an equitable portion of those funds will be available to the tribes for compliance with this Agreement.
7. When the BIA submits its proposed budget it shall specifically identify for the Colville and Spokane tribes funds to cover the Lake Roosevelt Management Agreement.
8. Funding for the curation of any Indian resources transferred to the Colville and Spokane tribes will be included in the tribes' budget for management of LRMA unless other means become available for curation.

G. Coordination of Recreation:

1. The NPS and tribes shall coordinate their respective activities to the end that in the implementation of

their independent management and regulation of the LRMA they achieve to the extent practicable, a uniform system of recreation management including law enforcement throughout the LRMA taking into account the special needs or circumstances identified by the tribes or the NPS within the Reservation or Recreation Zones, respectively.

2. The NPS and tribes shall develop and implement a procedure that informs the recreating public of all facilities, resources, and concessions located within the LRMA, and the limitations on their use, and further informs the recreating public of the rules applicable in the various Management Areas of the LRMA, including anti-pollution rules.
3. The NPS and tribes shall work with Reclamation in the development of any recreation management or resource plans for the LRMA consistent with Federal law.

H. Development and Utilization of Resources:

1. The tribes shall retain within those parts of the Reservation Zone within their respective reservations the right to beneficially develop and utilize the natural resources and to develop economic enterprises that are compatible within the character of the LRMA, subject to federal statutory requirements. Use of the freeboard lands as allowed under this subpart H.1. shall be with the permission of the United States, which shall not be unreasonably withheld.
2. Should operations of the Columbia Basin Project cause damage to the natural resources on the freeboard lands within the Reservation Zone for which mitigation is required by law, the mitigation shall take place on the Reservation within which the damage took place to the extent practicable. Nothing in this part shall relieve any party from liability for past impacts to the natural resources of any party on either the Colville or Spokane Reservations.

I. Reservation of Rights:

This Agreement shall not be construed as waiving any rights the parties have under any applicable Act of Congress,

Executive Order, treaty, regulation, court decision or other authority.

J. Protection and Retention of Historical, Cultural and Archaeological Resources:

1. The parties to this Agreement shall prepare a Cultural Resources Management Plan that provides for the identification, and protection of Indian archaeological and historical resources (as identified in 16 U.S.C. 470bb(1), and 16 U.S.C. § 470w(5) (hereafter Indian Resources) located within the LRMA, and a procedure for the most expeditious transfer of title and return to the tribes of Indian Resources removed from the LRMA by the United States or with the United States' authority and which are within the United States' possession or under its control, consistent with the tribes' ability to properly curate or provide for the curation of the Indian Resources as required by law.
2. The Cultural Resources Plan shall contain provisions requiring the Federal parties to notify and consult with the tribes during the planning process and prior to authorizing or undertaking any survey, monitoring, or removal of Indian Resources from the LRMA, and shall provide an opportunity for the tribes to participate in, or if consistent with the activity to undertake any such activity.

K. Duty to Comply:

It shall be a violation of this Agreement for any party to take any action or authorize any other person or entity to take any action that is inconsistent with or in violation of the terms and conditions of this Agreement, or to fail to take any action otherwise required by this Agreement.

V. MISCELLANEOUS PROVISIONS

A. Effective Date:

This Agreement shall become effective on the date it is approved by the Secretary of the Interior.

B. Modification of Agreement:

This Agreement may be modified only in writing, signed by all the parties and approved by the Secretary.

C. Termination:

This Agreement shall remain in effect until terminated by the Secretary of the Interior. Any party may request that the Secretary terminate this Agreement. Within 30 days of the receipt of a request to terminate, the Secretary shall establish a mechanism to assist the parties to the Agreement in reconciling differences under this Agreement or to negotiate a new Agreement. The Secretary shall terminate this Agreement 180 days after the mechanism required under this part is established if no agreement between the parties is reached.

D. Judicial Enforcement:

Without regard to any other dispute resolution process set out in this Agreement, any party may seek review of any provision of this Agreement to determine the rights or obligations of the parties under this Agreement or to seek judicial enforcement of any provision of this Agreement or of a party's failure to carry out any duty provided for under this Agreement. Nothing in this Agreement shall be interpreted or construed as a limitation upon any party's right to seek judicial or administrative enforcement or review of any matter based upon treaty, Federal or state law or Executive Order, or to take any other action allowed by law.

E. Implementation of Agreement:

1. The tribes and the NPS shall independently exercise their individual and separate management and regulation of the Reservation and Recreation Zones respectively, consistent with the consultation and coordination responsibilities set out in this Agreement, and consistent with the legislated purposes of the Columbia Basin Project and applicable Reclamation Law.
2. Reclamation, in exercising its statutory oversight authority in the LRMA, shall not interfere with the management and regulation of the tribes or NPS as set

out in Part IV.D of this Agreement except where the actions of either the tribes, the NPS, or both are inconsistent with the legislated purposes of the Columbia Basin Project or interfere with the ability of Reclamation to carry out its legislated responsibility for the Columbia Basin Project.

F. Visitor Center:

Reclamation shall work with the tribes and NPS to incorporate their suggestions into the development of an interpretive program to the extent of available resources, for changes to the visitor's presentations. The resulting program should depict the purpose and operation of the Columbia Basin Project, the Indian history, government, and culture of the area, the impact of the Columbia Basin Project on the tribes, and the available recreational resources and benefits. This may include the display and distribution of literature/information applicable to the LRMA.

G. Contracting:

There are or may be activities carried out by contract by the Federal parties that take place within the LRMA under this Agreement that could be contracted by the tribes. The Federal parties will provide notice to the tribes of all contracting opportunities within the LRMA and will coordinate on contracting options, which may be available to tribes, either directly or through another Federal agency, within the LRMA, prior to the obligation of appropriated funds consistent with their statutory authorities. The parties to this Agreement shall use their best efforts to contract with the tribes consistent with the continued execution of their agency directed duties, to the extent allowed by statutory authority. Likewise, there may be opportunities for the tribes to contract for services or

facilities with the other parties. Nothing in this Part shall limit a party from utilizing bidding procedures.

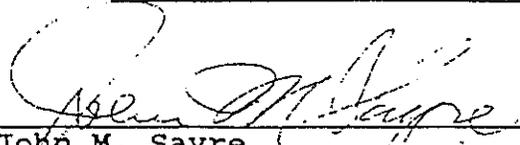
APPROVED:

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DATED: APR 20 1990

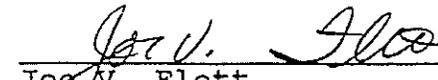
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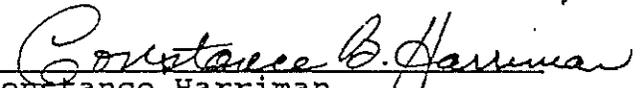
  
Jude C. Stensgar  
Chairperson  
Colville Business Council

  
John M. Sayre  
Assistant Secretary for  
Water and Science

DATED: APR 20 1990

DATED: APR 11 1990

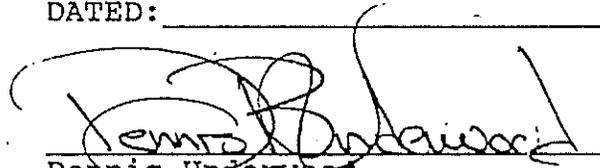
  
Joe V. Flett  
Chairperson  
Spokane Indian Tribe

  
Constance B. Harriman  
Assistant Secretary for  
Fish, Wildlife and Parks

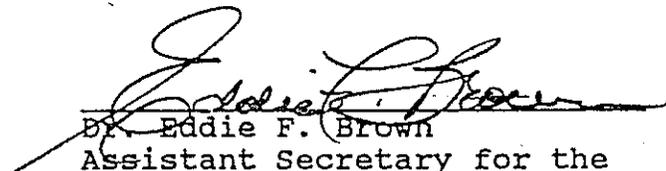
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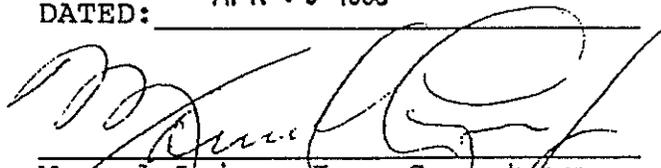
  
James M. Ridenour  
Director  
National Park Service

  
Dennis Underwood  
Commissioner  
Bureau of Reclamation

DATED: APR 21 1990

  
Dr. Eddie F. Brown  
Assistant Secretary for the  
Bureau of Indian Affairs

DATED: APR 05 1990

  
Manuel Lujan, Jr., Secretary  
Department of Interior

L30

October 5, 1990

Steering Committee  
Lake Roosevelt Forum  
P. O. Box 65  
Coulee Dam, Washington 99116

Dear Committee:

This letter is in response to the request by the Forum Land Use Subcommittee to delay implementation of the Coulee Dam National Recreation Area Special Use Management Plan from October 1, 1990 to May 1, 1990. I am basing my decision on this matter on the following information.

The National Park Service Special Park Use Guideline, NPS-53, implements 16 U.S.C. s 1(a) and was approved by the National Park Service on October 1, 1986. The NPS-53 guidelines are national in scope, and are binding on every unit of the National Park System. Coulee Dam National Recreation Area is an official unit of the National Park System, and has been since 1970 (see enclosed briefing paper on park status).

In 1987 the National Park Service began drafting a Special Park Use Management Plan for Coulee Dam National Recreation Area in order to apply the national guidelines in NPS-53 to the local area. A draft plan was completed in early 1989, and the public review of the draft began on February 22, 1989 with a meeting requested by the newly formed Lake Roosevelt Property Owners Association. Four other meetings were held between March 8 and March 22, 1989, at the request of various organizations. A news release was issued on February 22 requesting public comments on the draft plan. The comment period, originally scheduled to close March 10, 1989 was extended by the Superintendent to September 15, 1989 at the request of the Property Owners Association. The National Park Service mailed copies of the draft to known interested groups and individuals, including County Commissioners, the Upper Columbia River Counties, and the Property Owners Association. The draft was also made available to anyone upon request. In all, the NPS distributed over 150 copies of the draft document. The National Park Service received a total of 56 comments, 29 for and 27 against the draft. Comments on the draft were reviewed by the National Park Service, and a final document was prepared and accepted for implementation beginning October 1, 1990.

Given the inordinate delay that has already occurred in the implementation of the NPS-53 Guidelines, I now have only two options; either I continue with the implementation of

the Special Use Park Management Plan or I defer to the direct implementation of NPS-53 without the cushioning effect of the local plan. The Special Park Use Management Plan implements NPS-53, but it also allows a generous phase-out period for certain facilities. The direct implementation of NPS-53 would require immediate non-renewal of all existing permits that do not meet the conditions in the guidelines. It is my opinion that phasing out the developments that do not comply with NPS-53 is a reasonable way to implement the guidelines. Some owners have a substantial investment in their facilities on the public lands, and the phase-out period allows them the opportunity to get a reasonable return on their investment.

For the reasons stated above, I have made the decision to decline the request to delay implementation of the Coulee Dam National Recreation Area Special Park Use Management Plan. The Plan as approved on August 30, 1990 is implemented as of October 1, 1990.

Sincerely,

Gary J. Kuiper  
Superintendent

bcc: Regional Director, Pacific Northwest Region  
Division Chiefs, District Supervisors  
Gary Fields

GPhillips/KKCash:gsp/sld (Forum.sld)

## BRIEFING STATEMENT

### Status of Coulee Dam National Recreation Area As a Unit of the National Park System

1916 Organic Act - establishing authority, statement of purposes and the mission of the National Park Service.

"promote and regulate the use of federal areas known as national parks, monuments, and reservations hereinafter specified,...by such means and measure as conform to the[ir] fundamental purpose...to conserve the scenery and the natural and historic objects and the wildlife herein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations."

1946 Tri-Party Agreement between the Bureau of Reclamation, National Park Service and the Bureau of Indian Affairs to manage Lake Roosevelt. The National Park Service, acting for Reclamation and in accordance with the Federal Reclamation Laws, shall have jurisdiction and authority over the Recreational Area and of all developments and activities and responsibilities outlined in the agreement. (In 1974 the Secretary of the Interior nullified the 1946 Tri-Party Agreement and directed the agencies to negotiate a new agreement to include the Colville Confederated Tribes and the Spokane Tribe of Indians.)

#### UNITED STATES CODE Title 16-Conservation

#### § 1a-1. National Park System: administration; declaration of findings and purpose

1970-Congress declares that the national park system, which began with establishment of Yellowstone National Park in 1872, has since grown to include superlative natural, historic, and recreation areas in every major region of the United States, its territories and island possessions; that these areas, though distinct in character, are united through their inter-related purposes and resources into one national park system as cumulative expressions of a single national heritage; that, individually and collectively, these areas derive increased national dignity and recognition of their superb environmental quality through their inclusion jointly with each other in one national park system preserved and managed for the benefit and inspiration of all the people of the United States; and that is the purpose of this Act to include all such areas in the System and to clarify the authorities applicable to the system. Congress further reaffirms, declares, and directs that the promotion and regulation of the various areas of the National Park System, as defined in section 1c of this title, shall be consistent with and founded in the purpose established by section 1 of this title, to the common benefit of all the people of the United States. The authorization of activities shall be construed and the protection, management, and administration of these areas shall be conducted in light of the high public value and integrity of the National Park System and shall not be exercised in derogation of the values and purposes for which these various areas have been established, except as may have been or shall be directly and specifically provided by Congress.

(Pub. L. 91-383, § 1, Aug. 18, 1970, 84 Stat. 825; Pub. L. 95-250, title I § 101(b), Mar. 27, 1978, 92 Stat. 166.)

## AMENDMENTS

1970--Subsec. (a). Pub. L. 91-383, in redefining the national park system, substituted provision for inclusion of any area of land and water now or hereafter administered by the Secretary of Interior through the National Park Service for park, monument, historic, parkway, recreational, or other purposes for prior provision defining such system to mean all federally owned or controlled lands administered under direction of Secretary of Interior under sections 1 and 2 to 4 of this title and grouped in the following descriptive categories: (1) National parks, (2) national monuments, (3) national historic parks, (4) national memorials, (5) national parkways, and (6) national capital parks.

Subsec. (b). Pub. L. 91-383 substituted provisions making specific provisions applicable to an area of the national park system, for uniform application of authorities, and prohibiting construction of references in other provisions to national parks, monuments, recreation areas, historic monuments or parkways as limitation of such other provisions to those areas, for prior definition of "miscellaneous areas" as including lands under administrative jurisdiction of another Federal agency, or privately owned lands, and over which National Park Service, under direction of Secretary of Interior, exercises supervision for recreational, historical, or other related purposes, and lands under care and custody of such Service other than those herein described.

### SECTION REFERRED TO IN OTHER SECTIONS

This section is referred to in sections 1a-1.

1990 - Lake Roosevelt Cooperative Management Agreement between the Bureau of Reclamation, National Park Service, Bureau of Indian Affairs, Colville Confederated Tribes and the Spokane Tribe of Indians. The purpose of the agreement is to allow the parties to coordinate the management of the Lake Roosevelt Management Area. The National Park Service shall manage, plan and regulate all activities, development and uses that take place in the Recreation Zone. Coulee Dam National Recreation Area is an existing unit of the National Park System and subject to all NPS laws, regulations, policies and guidelines.