

**INTERAGENCY AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE
AND THE U.S. ARMY CORPS OF ENGINEERS
CONCERNING THE TRAIL OF TEARS NATIONAL HISTORIC TRAIL**

This Interagency Agreement is entered into by and between the U.S. Department of the Interior, National Park Service ("Park Service"), and the U.S. Army Corps of Engineers ("Corps").

ARTICLE I. Authority

This Interagency Agreement is developed under the following authority:

The National Trails System Act (16 USC 1241, et seq.), as amended by Public Law 100-192 (101 Stat. 1309, 16 USC 1244 (a) (16) (A).

ARTICLE II. Purpose

The purpose of this Interagency Agreement is to provide the basis for cooperation between the Park Service and the Corps to implement the Comprehensive Management and Use Plan for the Trail of Tears National Historic Trail on Corps lands and waters.

ARTICLE III. Background

Public Law 100-192 (101 Stat. 1309, 16 USC 1244 (a) (16) (A), amended the National Trails System Act ("the Act") to establish the Trail of Tears National Historic Trail ("the Trail"). The Act places responsibility for administering the Trail with the Secretary of the Interior ("Secretary"). Only Federal lands are to be administered as initial protection components of the Trail; but the Act authorizes the Secretary to encourage and assist State, local, or private entities in establishing, administering, and protecting those segments of the Trail which cross nonfederally owned lands. On Federal lands, the Secretary shall consult with the heads of the affected Federal agencies. Development and management of each Trail segment shall harmonize with and complement established multiple-use plans for specific areas to insure continued maximum benefits from the land. The location and width of the trail rights-of-ways (corridors) across Federal lands under the jurisdiction of another Federal agency shall be by agreement. Where the Trail crosses lands administered by Federal agencies, markers shall be erected at appropriate points and maintained by the Federal agency administering the Trail according to standards set by the Secretary. Pursuant to the Act, the Comprehensive Management and Use Plan for the Trail outlines objectives and practices to be observed in the management of the Trail and identifies significant potential Trail components, procedures for nonfederal certification, and the process to mark the Trail. The U. S. Army Corps of Engineers was consulted in the preparation and approval of the Comprehensive Management and

Us: Plan.

ARTICLE IV. Responsibilities

The Corps and the Park Service mutually desire that the Trail of Tears National Historic Trail across Corps lands and waters be appropriately marked, administered, and managed so as to accomplish the purpose of the National Trails System Act. Accordingly, the Corps and the Park Service agree to carry out the following responsibilities for this purpose:

A. The National Park Service and the U.S. Army Corps of Engineers mutually agree to:

1. Establish individual points of contact within each agency for Trail administration activities.
2. Adopt the Trail of Tears National Historic Trail Comprehensive Management and Use Plan, dated June 11, 1992.
3. Keep each other informed and consult periodically on management problems pertaining to the Trail, including consultation with the Trail of Tears National Historic Trail Advisory Council.
4. Subject to the availability of funds and personnel, provide assistance at the request of either party for the planning and development of facilities on Corps lands, completion of environmental or other compliance requirements, and the administration of the portion of the Trail that crosses Corps lands and waters.

B. The Park Service agrees to:

1. Provide the Corps with a set of Trail markers in accordance with the marking program established in the Comprehensive Management and Use Plan and authorize specific use of the logo for appropriate purposes.
2. Help disseminate information about Trail sites and segments located on Corps lands and waters.
3. Upon request and as funds permit, provide technical assistance for planning access, protection, facilities, interpretation, and other aspects of management of the Trail.
4. Support efforts that promote the whole Trail as a single, integrated system.

C. The Corps agrees to:

1. Mark the Trail of Tears National Historic Trail with markers furnished or approved by the National Park Service according to the marking process identified in the Comprehensive Management and Use Plan for the Trail and in accordance with the standards established by the Park Service.
2. Maintain the Trail markers erected under item C.1.
3. Consult with the Park Service and seek its review of plans affecting the Trail of Tears National Historic Trail.
4. Manage, protect, and maintain Trails sites and segments on lands and waters the Corps administers as appropriate and feasible and in accordance with the purpose of the Trail and the Comprehensive Management and Use Plan.
5. Develop, operate, and maintain, public access, interpretive and recreational opportunities as the Corps determines appropriate and feasible in accordance with the Comprehensive Management and Use Plan and in consideration of relevant Federal laws and policies; and recommend, as appropriate and feasible, Corps facilities to house NPS interpretive media or to receive NPS technical assistance.
6. Assist the Park Service, within existing authorities, by helping to advance Trail objectives on non-Corps lands.
7. Promulgate such rules and regulations as may be necessary for proper administration and protection of Corps managed sites and segments.
8. Seek cooperative agreements with owners of those non-federal lands within the Trail corridor and within authorized Corps boundaries where necessary to ensure adequate protection or public access.
9. Consider acquiring necessary interests in those lands identified in item C.8. above where cooperative agreements with non-federal landowners cannot be consummated.
10. Curate, store, document, and conserve any Trail related artifacts occurring on Corps lands according to 36 CFR 79 entitled Curation of Federally-Owned and Administered Archeological Collections and 43 CFR Part 10 entitled Native American Graves Protection and Repatriation Act .

ARTICLE V. Limitation

Nothing in this Interagency Agreement will be construed as limiting or affecting in any way the

authority or legal responsibilities of the Service or Corps to perform beyond the respective authority of each or to require either party to expend funds or services in excess of those available or authorized for expenditure.

ARTICLE VI. Term of Agreement

This Interagency Agreement will exist for a period of no longer than five years, at which time all parties to the agreement will evaluate its benefits and determine if a new agreement should be negotiated. It may be terminated or revised upon 60 days advance written notice given by one of the parties to the other, or it may be terminated earlier by mutual consent of both parties.

Amendments to this agreement may be proposed by either party and shall become effective upon written approval by both parties.

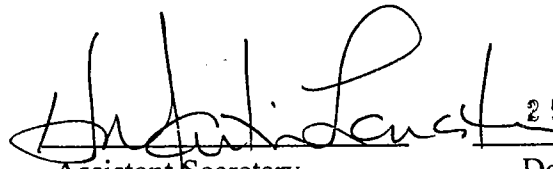
ARTICLE VII. Execution

In witness whereof, the parties hereto have executed this Interagency Agreement as of the last date written below:



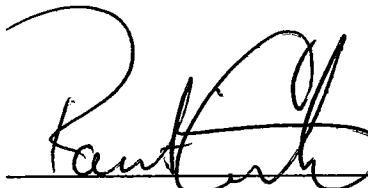
Regional Director
Intermountain Region
National Park Service

9/1/97
Date



Assistant Secretary
of the Army (Civil Works)

25 JUN 1997
Date



Agreement Officer
Southwest Support Office
National Park Service

9/10/97
Date