

**Cooperative Management Agreement for
Petroglyph National Monument
May 2013**

This Cooperative Management Agreement (hereinafter "Agreement") is entered into by and between the City of Albuquerque (hereinafter "City"), a New Mexico municipal corporation, acting through its Mayor, and the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through the Superintendent of Petroglyph National Monument (hereinafter "Monument"). Throughout this Agreement the City and the NPS may be referred to collectively as "the parties."

Article I. Background and Objectives

The United States Congress established the Monument in the Petroglyph National Monument Establishment Act of 1990 (hereinafter "Establishment Act"), Pub. L. No. 101-313, 104 Stat. 272, as amended by the Petroglyph National Monument Boundary Adjustment Act (hereinafter "Boundary Adjustment Act"), § 3305 of the 1998 Supplemental Appropriations and Rescissions Act, Pub. L. No. 105-174, 112 Stat. 58, 82. The Monument contains 7,236 acres and is located entirely within the city limits of Albuquerque, New Mexico, and consists of the Atrisco, Boca Negra, and Piedras Marcadas Units.

In 1991 the City, the NPS, the New Mexico Energy, Minerals and Natural Resources Department, and the New Mexico General Services Department executed Joint Powers Agreement No. 78-521.81-277, which the parties agree constitutes the binding agreement referenced in subsection 104(a) of the Establishment Act.

In October 1991 the City and the NPS completed a Land Protection Plan for the Monument which identifies the Atrisco Unit as the "National Park Service NPS management area"; the Boca Negra Unit as the "State area, City acquisition and management"; and the Piedras Marcadas Unit as the "City of Albuquerque management area."

The United States currently owns lands in the Atrisco Unit and a tract of land in the Piedras Marcadas Unit that the NPS manages in accordance with: the Establishment Act and the Boundary Adjustment Act; the Act of August 25, 1916, ch. 408, 39 Stat. 535, codified as amended at 16 U.S.C. §§ 1 and 2 through 4 2012; and other federal laws applicable generally to units of the national park system.

The City currently owns lands in the Boca Negra, and Piedras Marcadas Units, and manages those lands in accordance with Bernalillo County and City of Albuquerque Open Space Ordinances. The State of New Mexico (hereinafter "State") currently owns lands in the Boca Negra Unit that the City manages under the Joint Powers Agreement #78-521.81-277. By virtue of that assignment of authority, the present agreement is hereby limited to the City of Albuquerque and the National Park Service.

As of the date of execution of this Agreement, the State of New Mexico has not ceded to the United States any legislative jurisdiction over lands within the Monument, which means that federally owned lands within the Monument are under "proprietary federal jurisdiction."

The Establishment Act envisions that the City and the NPS will manage their lands in the Monument in a cooperative and consistent manner. Subsections 102(a) and 102(b) of the Establishment Act direct the Secretary of the Interior: (1) to administer the Atrisco Unit and (2) to administer the Boca Negra and Piedras Marcadas Units in cooperation with the State or the City, in accordance with § 105 of the Establishment Act. Subsection 105(c) of the Establishment Act authorizes the Secretary of the Interior to enter into cooperative agreements with the State or the City under which the NPS may manage and interpret any lands owned by the State or the City within the boundaries of the Monument.

In the interest of better protecting the Monument's natural and cultural resources and better meeting the needs of the public, and to ensure the consistent management of lands within the Monument, the City and the NPS now desire to enter into an agreement setting forth the parties' obligations for the administration and management of the Monument.

It is the intent of this agreement to define the working relationship between the parties and to promote the protection of the cultural and natural resources, visitor services, law enforcement and public safety within the monument boundaries. To this end, the undersigned agree to the following Guiding Principles:

1. To the maximum extent practicable, Petroglyph National Monument will be managed as a joint responsibility of the parties. The City shall administer and manage the Boca Negra and Piedras Marcadas Units of the Monument. The NPS shall administer and manage the Atrisco Unit of the Monument. The term "administer and manage" means the exercise of daily functions including but not restricted to administration, maintenance, delivery of programs, visitor services, and public safety.
2. Information sharing shall be a keystone of this agreement. Data and other information on natural and cultural resources, visitor experiences, stakeholder satisfaction and law enforcement incidents should be shared in a timely manner. Quarterly management meetings should be conducted and cross training will be encouraged.
3. The protection of the cultural and natural resources of Petroglyph National Monument will be the parties' foremost concern. To accomplish this goal, the parties will work to administer and manage the land base to provide visitor services, educational opportunities, and public safety for visitors using the Monument.
4. To the maximum extent practical, the parties will facilitate joint work parties and, joint training sessions of law enforcement personnel. The goal is to provide a seamless appearance to the public with regard to information, visitor services and public safety. Where beneficial to the Monument, joint funding initiatives are also encouraged.

Article II.

A. The City agrees as follows:

1. The City shall administer and manage the Boca Negra and Piedras Marcadas Units of the Monument in accordance with § 105 of the Establishment Act. The City's responsibilities for the Boca Negra and Piedras Marcadas Units include but are not limited to the following:
 - a. Administration – interagency coordination, consultation with affiliated communities, staffing, offices, budget, purchasing, contracting, public information, establishing Monument policy and implementing policies.
 - b. Planning – strategic planning, information analysis, design, facility siting, compliance and developing land use policies.
 - c. Resource Management – resource inventory and monitoring, maintaining databases, maps and records, compliance, responding to information requests and providing management with resource information to make educated management decisions, and managing research permits.
 - d. Visitor Services – outreach and educational programs, developing exhibits, literature and information for the visiting public, developing kiosks and wayside exhibits, conducting visitor surveys and managing volunteer projects.
 - e. Operations and Maintenance – facility planning, construction, maintenance, repair, fencing, signage, trail maintenance and land restoration.
 - f. Public Safety – resource, facility and visitor protection, routine patrols, investigations, fire suppression, emergency medical services, and related services, interagency coordination, special projects/directed assignments, sharing of reports and intelligence (at the sole discretion of each agency), and sharing of radio systems.
 - g. Special Use Permits: Receive and process all special use permits for lands within the Boca Negra and Piedras Units in a timely manner.
 - h. Manage public uses of lands on the Boca Negra and Piedras Marcadas Units by developing a written Superintendent's Compendium for defining and restricting types of public use. This document will be updated annually and will be made available to the public.
 - i. Fire Management Plans—The City's wildland fire management practices shall be implemented as set forth within the "Fire Protection Agreement

Between the United States Department of the Interior National Park Service Petroglyph National Monument The City of Albuquerque And Bernalillo County," attached as Exhibit A, and the "Annual Operating Plan Fire Protection Agreement Between National Park Service Petroglyph National Monument And City of Albuquerque Fire Department and Bernalillo County Fire Department," attached as Exhibit B. Structure Fires will be addressed through AFD's Standard Operating Guidelines.

2. The City shall serve as the primary law enforcement agency for the Boca Negra and Piedras Marcadas units in terms of routine patrols and responding to incidents or accidents. At the request of the city, NPS law enforcement rangers will respond to, and assist with accidents and incidents in these city owned and managed units. This by no means precludes either party from patrolling, responding to or enforcing applicable regulations (for which any law enforcement agency already has proper jurisdiction to enforce) in any portion of the Monument.
3. Since all lands within the Monument are "proprietary jurisdiction," all city, county and state officers have the right to enter, patrol and enforce all state laws, county and city ordinances on all lands (including federally owned or managed lands) in the Monument at any time.
4. By virtue of the Establishment Act and their federal law enforcement commissions, NPS law enforcement rangers may enforce federal criminal statutes on all lands within the monument (as applicable). NPS law enforcement rangers also may enforce regulations found in 36 C.F.R. Chapter I, on all lands within the Atrisco Unit (pursuant to this agreement), and 36 C.F.R. Chapter I, Parts 2 and 4 on all other lands owned by the City or United States within the Congressionally authorized boundaries, regardless of property ownership. The parties agree that the NPS's enforcement of 36 C.F.R. Part 2 and Part 4 on City-owned and managed lands does not in any way impact the City's title to those lands or diminish the City's authority to manage and enforce the City's regulations on those lands.
5. The City will provide for public safety including fire suppression, emergency medical services, and related services regarding wildland fire, and interagency cooperation for the protection of all lands and structures within the Monument. In the spirit of this agreement, a separate law enforcement Memorandum of Understanding has been developed and all parties agree to abide thereby.
6. If the State of New Mexico cedes to the United States legislative jurisdiction over some or all of the lands within the Monument, then the parties shall promptly review this Agreement and make any necessary or appropriate changes by written modification to the Agreement.

7. The City hereby consents to the NPS' cooperative administration of City-owned lands within the Atrisco Unit, the Boca Negra Unit, and Piedras Marcadas Unit, and the parties hereby affirm that this Agreement is a "written instrument" as that phrase is used in 36 C.F.R. subsection 1.2(a)(2).

B. The NPS agrees as follows:

1. The NPS shall administer and manage the Atrisco Unit of the Monument including all lands now owned or hereafter acquired by the City (hereinafter "City-owned lands") within the unit, in accordance with § 105 of the Establishment Act. The City hereby consents to the NPS' cooperative administration of City-owned lands within the Atrisco Unit, the Boca Negra Unit, and Piedras Marcadas Unit, and the parties hereby affirm that this Agreement is a "written instrument" as that phrase is used in 36 C.F.R. subsection 1.2(a)(2).
 - a. Administration – interagency coordination, consultation with affiliated communities, staffing, offices, budget, purchasing, contracting, public information, establishing Monument policy and implementing policies.
 - b. Planning – strategic planning, information analysis, design, facility siting, compliance and developing land use policies.
 - c. Resource Management – resource inventory and monitoring, maintaining databases, maps and records, compliance, responding to information requests and providing management with resource information to make educated management decisions, and managing research permits.
 - d. Visitor Services – outreach and educational programs, developing exhibits, literature and information for the visiting public, developing kiosks and wayside exhibits, conducting visitor surveys and managing volunteer projects.
 - e. Operations and Maintenance – facility planning, construction, maintenance, repair, fencing, signage, trail maintenance and land restoration.
 - f. Public Safety – resource, facility and visitor protection, routine patrols, investigations, interagency coordination, special projects/directed assignments, sharing of reports and intelligence (at the sole discretion of each agency), and sharing of radio systems.
 - g. Maps – Provide maps that details electrical facilities and transmission lines, land ownership and monument boundaries, monument gates and

major roads, and locations of documented possible unexploded ordinance (UXO).

- h. Special Use Permits – receive and process all special use permits for lands within the Atrisco Unit in a timely manner.
 - i. Superintendent’s Compendium – manage public uses of lands in the Atrisco Unit by developing a written Superintendent’s Compendium for defining and restricting types of public use. This document will be updated annually and will be made available to the public.
 - j. Fire Management Plans – adhere to wildland and structural fire plans and management practices.
- 2. By virtue of the Establishment Act and their federal law enforcement commissions, NPS law enforcement rangers may enforce federal criminal statutes on all lands within the monument (as applicable). NPS law enforcement rangers also may enforce regulations found in 36 C.F.R. Chapter I, on all lands within the Atrisco Unit (pursuant to this agreement), and 36 C.F.R. Chapter I, Parts 2 and 4 on all other lands within the Congressionally authorized boundaries, regardless of property ownership. The parties agree that the NPS’s enforcement of 36 C.F.R. Part 2 and Part 4 on City-owned and managed lands does not in any way impact the City’s title to those lands or diminish the City’s authority to manage and enforce the City’s regulations on those lands.
- 2a. The NPS along with the City shall cooperatively administer Boca Negra and Piedras Marcadas units to provide for public safety, visitor services, educational and interpretive programming and planning activities.
- 3. The NPS shall serve as the primary law enforcement agency for the Atrisco Unit in terms of routine patrols and responding to incidents or accidents. At the request of the NPS, the City will respond to, or handle accidents or incidents in these areas. The City’s obligation to respond to, or handle accidents or incidents is subject to available manpower and the City’s prioritization of the request/call; the City shall have sole discretion to determine whether there is sufficient manpower to respond to any such requests and to determine the priority of any request. This by no means precludes either party from patrolling, responding to or enforcing applicable regulations in any portion of the Monument.
- 4. Unless an applicable federal regulation incorporates State and local laws, NPS law enforcement rangers have no authority to enforce City criminal ordinances within the Monument.
- 5. The NPS, acting in accordance with 16 U.S.C. subsection 1a-6(c) (1), may designate qualified City law enforcement officers to act as special policemen within the Monument.; the City shall have final authority to determine which City

law enforcement officers are so designated and the scope and extent of their duties as "special policemen".

6. To provide for public safety, officer safety and interagency cooperation for the protection of all lands within the Monument, a separate law enforcement agreement, "Memorandum of Understanding Between the National Park Service and the City of Albuquerque" has been developed and all parties agree to abide thereby, which is attached hereto as Exhibit C.
7. If the State of New Mexico cedes to the United States legislative jurisdiction over some or all of the lands within the Monument, then the parties shall promptly review this Agreement and make any necessary or appropriate changes by written modification to the Agreement.

C. The Parties further agree as follows:

1. The NPS and the City shall establish a joint sign committee. Signs, brochures, and other material used to identify the Monument or provide information shall use the design standards of the NPS; however, all such materials shall incorporate references to both agencies.
2. Whenever feasible, the NPS and the City shall jointly plan and conduct training opportunities for Monument and Open Space employees.
3. To the extent practicable and as permitted by applicable law, each party may notify the other party of anticipated consultations with communities affiliated or associated with the Monument.
4. Both parties will provide each other with copies of all public information releases and when appropriate draft and send out such releases jointly.
5. Both parties agree to provide personnel or services, if available, to respond to events, incidents, or situations affecting the Monument, resources or public safety.
6. The City agrees to provide structural fire protection within the Monument boundary.

D. Other Provisions Relating to Administration and Management of the Monument

1. The parties recognize the importance of administering and managing the Monument's three units in a consistent manner and in accordance with the Establishment Act's mandates and prescriptions. Accordingly, to the maximum extent practicable, the City and the NPS shall communicate and coordinate with each other regarding day-to-day activities and events within the Monument; shall consult with each other before taking actions affecting the Monument; shall attempt to substantiate the cooperative spirit envisioned by the Establishment Act;

and shall endeavor to administer and manage the Monument's three units in such a manner that the public does not differentiate between the units.

2. The Secretary of the Interior has sole responsibility and authority to make minor boundary adjustments to the Monument in accordance with applicable federal law. Both parties will work to resolve any boundary adjustments and at the completion of all land acquisitions will work together to develop a comprehensive boundary adjustment proposal to submit to Congress and the Secretary of the Interior for approval.
3. Both parties agree to use approved Cadastral Survey plats for management and protection of Monument resources.
4. Absent compliance with the City's property management and disposal regulations and a written agreement between the parties transferring specific property, the City will be deemed to own any improvements permanently attached to City-owned lands within the Monument. Absent compliance with federal property management and disposal regulations and a written agreement between the parties transferring specific property, the United States will be deemed to own any improvements permanently attached to federally-owned lands within the Monument.
5. All roads and parking lots within the Atrisco Unit shall be maintained by NPS.
6. Each party shall supervise its own employees and shall control the method and manner of its employees' work. Employees shall report only to their usual supervisors within their respective organizations. Nothing in this Agreement is intended to alter the parties' usual chain of command or to create an employer-employee or principal-agent relationship between one party and the other party's employees.
7. As between the parties, each party shall be solely liable for property damage, personal injury, or death arising out of the acts or omissions of its employees, officers, or agents. The parties' liability is subject to the immunities and limitations contained in applicable law, including the New Mexico Tort Claims Act, codified at N.M. Stat. Ann. §§ 41-4-1 through 41-4-29 (Repl. Pamp. 1996 and Cum. Supp. 20021), and the Federal Tort Claims Act, codified primarily at 28 U.S.C. §§ 2671-80 (2012).
8. The parties' performance of their obligations under this Agreement is subject to the availability of funds appropriated for the purposes of this Agreement by the Albuquerque City Council and the United States Congress. Nothing in this Agreement should be construed as obligating the City or the NPS to expend in any one fiscal year any sum of money in excess of appropriations made by the Albuquerque City Council or the United States Congress for the purposes of this

Agreement or as involving either party in any contract or other obligation for the expenditure of money in excess of such appropriations.

9. The Agreement does not authorize the transfer of funds from one party to the other. Any transfer of funds must be authorized by a separate written instrument executed by the parties.
10. The City, the NPS superintendent, and appropriate members of their staffs shall meet at least once a year to evaluate the Monument's administration and management and to review this Agreement.

E. General Contract Provisions

1. If any part of the Agreement is held to be illegal, invalid or unenforceable, such holding will not affect the legality, validity, or enforceability of any other part of the Agreement as long as the remainder of the Agreement is reasonably capable of performance.
2. This Agreement will be governed by, and will be construed and enforced in accordance with, the laws of the United States, the laws of the State of New Mexico, and the ordinances of the City.

Article III. Term of Agreement

This Agreement will be effective for a period of five (5) years from the date of final signature, unless one of the parties terminates the Agreement earlier under article VIII below.

Article IV. Key Officials and Notices

The parties' key officials are listed below. All notices required by this Agreement must be in writing and must be delivered in person or sent via registered or certified mail, postage prepaid, to the other party's key official(s) at the address(es) listed below. The effective date of service of any notice will be the date when the notice is delivered in person or, if mailed, the postmark date.

For the City:

Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103
(505) 768-3000

Open Space Superintendent
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103
(505) 452-5214

With a copy to:

Superintendent
Parks and Recreation Department
P.O. Box 1293
City of Albuquerque, NM 87103
(505) 768-8018

For the NPS:

Superintendent
Petroglyph National Monument
6001 Unser Boulevard NW
Albuquerque, New Mexico 87120
(505) 899-0205

Article V. Prior Approval

See Article II (Statement of Work) above.

Article VI. Reports and/or Deliverables

Not applicable.

Article VII. Property Utilization

Unless otherwise agreed to in writing by the parties, any personal property furnished by one party to the other will remain the property of the furnishing party. Any personal property furnished by the NPS to the City during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

Article VIII. Modification and Termination

This Agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this Agreement by providing the other party ninety (90) days advance written notice of its intention to do so. If one party notifies the other party of its intention to terminate, then the parties shall meet promptly to discuss the reasons for the proposed termination and to try and resolve their differences amicably. Recognizing the importance of

this Agreement, the parties commit to using every reasonable means available, including, if necessary, the use of a neutral mediator, to try to avoid terminating this Agreement.

Article IX. Standard Clauses

A. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

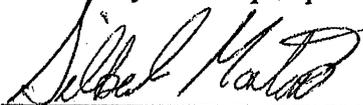
B. Official Not to Benefit

No member of or delegate to Congress or resident Commissioner shall be admitted to any share of part of this agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Article X. Authorizing Signatures

In witness hereof, the parties' authorized representatives have signed this Agreement on the dates indicated, thereby executing it.

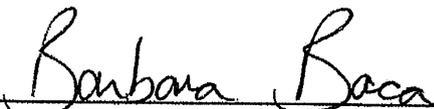
For the City of Albuquerque:



Robert J. Perry
Chief Administrative Officer
City of Albuquerque

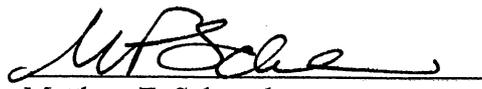
5/28/13
Date

Recommended by:



Barbara C. Baca
Director
Parks and Recreation Department
City of Albuquerque

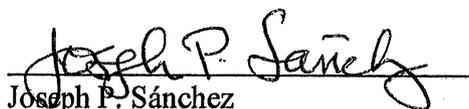
5-24-13
Date



Matthew F. Schmader
Superintendent
Open Space Division
City of Albuquerque

May 22, 2013
Date

For the National Park Service:



Joseph P. Sanchez
Superintendent
Petroglyph National Monument

5/22/13
Date

EXHIBIT A

Agreement Number
CCN# 2010-0898

**Fire Protection Agreement
Between
The United States Department of the Interior
National Park Service
Petroglyph National Monument
The
City of Albuquerque
And
Bernalillo County**

This Agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of Petroglyph National Monument (hereinafter "Monument"), the City of Albuquerque, New Mexico, (hereinafter "City") acting through its Mayor or designee and Bernalillo County (hereinafter "County") acting through the Bernalillo County Manager or designee.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing wildfires within the Monument's Atrisco unit and other federal, City, County and NM State lands in the immediate surrounding area.

Currently the City of Albuquerque Fire Department is primarily responsible for providing wildfire detection and suppression in the monument and on City lands adjacent to the monument through a Memorandum of Understanding dated May 28, 2003. This MOU will provide additional framework for wildfire response.

Bernalillo County is responsible for providing all risk emergency response including wildfire prevention, detection, and suppression on county lands adjacent to the Monument. The Monument has a MOU in place for Law Enforcement activities with Bernalillo County. The agreement does not include wildland fire suppression.

The area around the monument has experienced a boom in urban development since the Monuments inception in 1990. The eastern boundary of the monument includes subdivisions of single family homes. On the North and South boundaries of the Monument a matrix of open space and sub-divisions of different housing densities exist. The economic boom and urban environment have created a complex Wildland Urban Interface (WUI) area where open space of the monument is immediately next to private homes.

This agreement seeks to define responsibilities and standards for all parties involved to ensure that protection of human life, property, cultural and natural resources remain the highest priorities during fire response in a complex WUI environment that presents many hazards to public and firefighters.

Agreement Number
CCN# 2010-0898

An Annual Operating Plan has been established and attached to this MOU. Annual reviews will be made to ensure that critical information and operational objectives can be shared among all parties.

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of 42 U.S.C. §1856a (1994).

ARTICLE III - STATEMENT OF WORK

A. The NPS agrees to:

1. Furnish, when requested by the City and County, through the State of New Mexico Joint Powers agreement(NPS Intermountain Agreement number F1250080001 and DUNS number 103630625) qualified, on-duty NPS employees to assist in the suppression of wildfires in the immediate surrounding area of the Monument. For purposes of interpreting this Agreement, NPS employees are deemed to be "on duty" when authorized to respond to requests for assistance by the Superintendent of the Monument. Authorized, on-duty NPS employees will be deemed to be acting within the scope of their federal employment when responding to calls from the City and County
2. Ensure NPS employees wear all personal protective equipment for wildland fire including nomex shirt, nomex pants, hardhat and eye protection, leather gloves and ear protection when appropriate.
3. Use all standard NWCG wildland fire safety mitigation checklists when responding to wildfire in and around the monument.
4. Provide federal workers compensation coverage for authorized on-duty NPS employees who respond to calls from the City and County.
5. Provide to the County and City an annual familiarization tour of the Park's facilities, equipment, and access points.
6. Provide to the City and County maps of Monument boundaries, Aviation Hazards, and Monument roads to be used during wildfire suppression. Other maps will be provided as requested by City and County.
7. Furnish locations of known Unexploded Ordinance (UXO) hazards that exist within monument boundaries.

Agreement Number
CCN# 2010-0898

B. The City of Albuquerque agrees to:

1. Respond to wildfires reported from monument staff or through 911 system in and around the Monument.
2. Immediately notify Monument Chief Ranger or their designee of any confirmed wildfire and any incidents of Unexploded Ordinance (UXO).
3. Provide Fire Incident information to Monument Chief Ranger as soon as practical. This information includes Latitude and Longitude of fire origin, fuel type and a list of resources that responded to the fire.
4. Ensure all City employees wear all personal protective equipment for wildland fire including nomex shirt, nomex pants, hardhat and eye protection, leather gloves and ear protection when appropriate.
5. Use all standard NWCG wildland fire safety mitigation checklists when responding to wildfire in and around the monument.
6. Provide to the NPS an annual familiarization tour of the City Fire Department's facilities and equipment.

C. The County agrees to:

1. Respond to wildfires reported from monument staff or through 911 system in and around the Monument.
2. Immediately notify Monument Chief Ranger or their designee of any confirmed wildfire and incidents of possible unexploded ordinance(UXO).
3. Provide Fire Incident information to Monument Chief Ranger as soon as practical. This information includes Latitude and Longitude of fire origin, fuel type fire burned in and a list of resources that responded to the fire.
4. Ensure all County employees wear all personal protective equipment for wildland fire including nomex shirt, nomex pants, hardhat and eye protection, leather gloves and ear protection when appropriate.
5. Use all standard NWCG wildland fire safety mitigation checklists when responding to wildfire in and around the monument.
6. Provide to the NPS an annual familiarization tour of the County Fire Department's facilities and equipment.

Agreement Number
CCN# 2010-0898

D. The parties further agree as follows:

1. Each party will provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency and radio frequencies. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.
2. Each party will provide to the other party copies of current fire management plans for their areas of primary responsibility, including maps of areas involved and descriptions of special or extraordinary actions to be taken.
3. Only Minimum Impact Suppression Tactics(MIST) will be used when fighting fires within the Monument. No chainsaws or ground-disturbing equipment such as graders or bulldozers will be used without the permission of the NPS Superintendent or his/her designee.
4. After notifying the other party of a fire's discovery, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.
5. Each party to this MOU waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
6. Nothing in this MOU will be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Dr. Joseph Sanchez
Superintendent Petroglyph National Monument
505 899 0205 x221
Cell - 505 239 8899

Pat Mitchell
Agreements Technical Representative
505 285 4641 x13

Matt Fuller
Chief Ranger, Petroglyph National Monument
505 899 0205 x233

Dave Dukart
Acting Fire Management Officer- Four Winds Group
505 285 4641 x14
Cell - 505 469 4029

2. **For the City of Albuquerque**

Mayor Richard Berry

James Breen
Albuquerque Fire Department, Fire Chief
505 768 9301

Jeremiah Hansen
Albuquerque Fire Department, Wildland Fire Coordinator
Office - 505 768 9319
Cell - 505 452 7406

Matt Schmader
Albuquerque Open Space Superintendent
Office - 505 452 5214
Cell - 505 238 7591

Agreement Number
CCN# 2010-0898

Barbara Baca
Departmental Director for Parks and Recreation

3. For Bernalillo County

Tom Zdunek
Bernalillo County Manager
505 468 7000

Tom Swisstack
Deputy County Manager of Public Safety
505 468 7000

John Garcia
Bernalillo County Fire Chief
505 468 1331

Danny Valenzuela
Bernalillo County Wildland Fire Coordinator
Office – 505 468 1310
Cell – 505 239 0666

- B. **Communications** - The City and County will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. **Changes in Key Officials** – Any changes of Key Officials by any entity will require written notice within 30 days.

ARTIVLE VI – FUNDING

Funds will not be exchanged under this MOU. In-kind services will be exchanged as set forth in Article III.

Any exchange of fire funds will be under the guidelines of New Mexico Wildland Fire Management Joint Powers Master Agreement with NPS Intermountain Agreement number F1250080001 and DUNS number 103630625

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII - REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX - PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the City of Albuquerque or Bernalillo County during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X - MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XI - STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The City and County will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the City or County represents. No release of information relating to this Agreement may state or imply that the Government approves of the City or County work product or considers the City or County work product to be superior to other products or services.

Agreement Number
CCN# 2010-0898

C. Public Information Release

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XII - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

For the National Park Service (PETR)

Signature: Joseph P. Sanchez

Name: Joseph P. Sanchez

Title: Superintendent - Petrified Forest National Monument

Date: 3/30/11

For the City of Albuquerque, New Mexico:

Signature: [Signature]

DD as to form

Name: Robert J. Perry

Title: CAO

Date: 6/3/11

For Bernalillo County:

Signature: [Signature]

Name: Tom Block

Title: Interim County Mgr

Date: 4/28/11

Approved:

[Signature] 4/28/11
Legal Department Date

EXHIBIT B

Agreement Number
CCN# 2010-0898

**Annual Operating Plan
Fire Protection Agreement
Between
National Park Service
Petroglyph National Monument
And
City of Albuquerque Fire Department
And
Bernalillo County
Fire Department**

Command Structure

Unified Command will be used as appropriate. The first qualified Incident Commander(IC) to arrive on scene will be the designated IC. If there is a question about jurisdiction fire managers will mutually decide and agree on the command structure as soon as they arrive on the fire. Agency Administrators should confirm this decision as soon as possible. Incident Organization will be relayed to all units on the incident as well as dispatch centers(City of Albuquerque Dispatch, Albuquerque Interagency Dispatch and Bernalillo County Dispatch). In all cases the identity of the Incident Commander must be made known to all fireline and support personnel.

Aviation Operations

All aviation operations for fires on the monument will need to be approved by the superintendent or their designee before aircraft is ordered and dispatched. All efforts will be made to drop **water only** from fixed wing aircraft or helicopters.

Communications

All resources will be on the same channel during fire operations. Bernalillo County and Albuquerque Fire Department have the ability to use 800 MHz and VHF. National Park Service Petroglyph National Monument staff has 800Mhz and VHF capability. National Park Service and other Federal wildland fire resources operate with VHF radios only.

Incident Commanders will ensure that all personnel are able to communicate during operations on wildland fire incidents.

Common VHF radio frequency for wildland incidents during initial attack will be:

State Fire -- Rx-Tx 154.310 No Tone

Agreement Number
CCN# 2010-0898

NPS Petroglyph National Monument

Channel 1 Rx-Tx 166.750

Channel 2 Tx 164.525

Rx 166.750 Tx Tone 173.8

Albuquerque Interagency Dispatch Tactical Channels

Tac 1 Rx - Tx 168.050

Tac 2 Rx - Tx 168.200

Tac 3 Rx - Tx 168.600

Air to Ground(Albuquerque Zone) Rx-Tx 169.150

The Petroglyph National Monument Chief Ranger will be notified immediately of any confirmed wildland fires reported in or around the Monument or any incidents of unexploded ordinance(UXO).

For wildfire that does not exceed initial attack, primary dispatch of resources will be channeled through the Incident Commanders Dispatch(Albuquerque Fire Department or Bernalillo County Dispatch). Fires that exceed initial attack and are on NPS land fires may be transferred to Albuquerque Interagency Dispatch Center.

If a fire is located on Monument lands and response goes beyond or it is evident that the fire will go beyond initial attack capabilities an Incident Commander will be ordered through Albuquerque Interagency Dispatch. When the IC is on scene and in control of the incident all resource requests will go through Albuquerque Interagency Dispatch. City and County Dispatch Centers will be notified and kept informed of resource needs. All efforts to prevent duplicate resource orders will be made by all parties.

Phone Numbers

Albuquerque Interagency Dispatch Center 505 346 2660 (24 hour number)

City of Albuquerque Dispatch Center 505 833 7391

Bernalillo County Dispatch Center 505 798 7014

Boundaries

Maps will be distributed to all parties. These maps will be used at City, County and Interagency Dispatch Centers. Maps will be placed in binders for equipment and responding resource emergency plans to assist with jurisdictional responsibilities and clarification.

Agreement Number
CCN# 2010-0898

Duration

For the initial attack of any incident all resources will be in a non-reimbursable status. If a wildfire goes to extended attack any exchange of funds will be under the guidelines of New Mexico Wildland Fire Management Joint Powers Master Agreement with NPS Intermountain Agreement number F1250080001 and DUNS number 103630625 for any fire on monument lands, resources that are assigned to the fire will be reimbursed through the New Mexico State Joint Powers agreement.

Reimbursement

It is agreed that for initial attack of incident response all resources will be in a non-reimbursable status. Each resource will follow their agency guidelines for payment of personnel and equipment.

Cooperation

Initial response to an incident can be chaotic. All parties will make efforts to cooperate and communicate information clearly. Interagency cooperation will be critical to successfully meet agency mission and goals regarding wildland fire response.

Agreement Number
CCN# 2010-0898

Dispatch Center Operations

Communication between on the ground resources and dispatch centers is critical. Three dispatch centers have responsibility for resources in and around Monument lands. All efforts will be made to centralize and coordinate resource requests for emerging incidents.



Maps

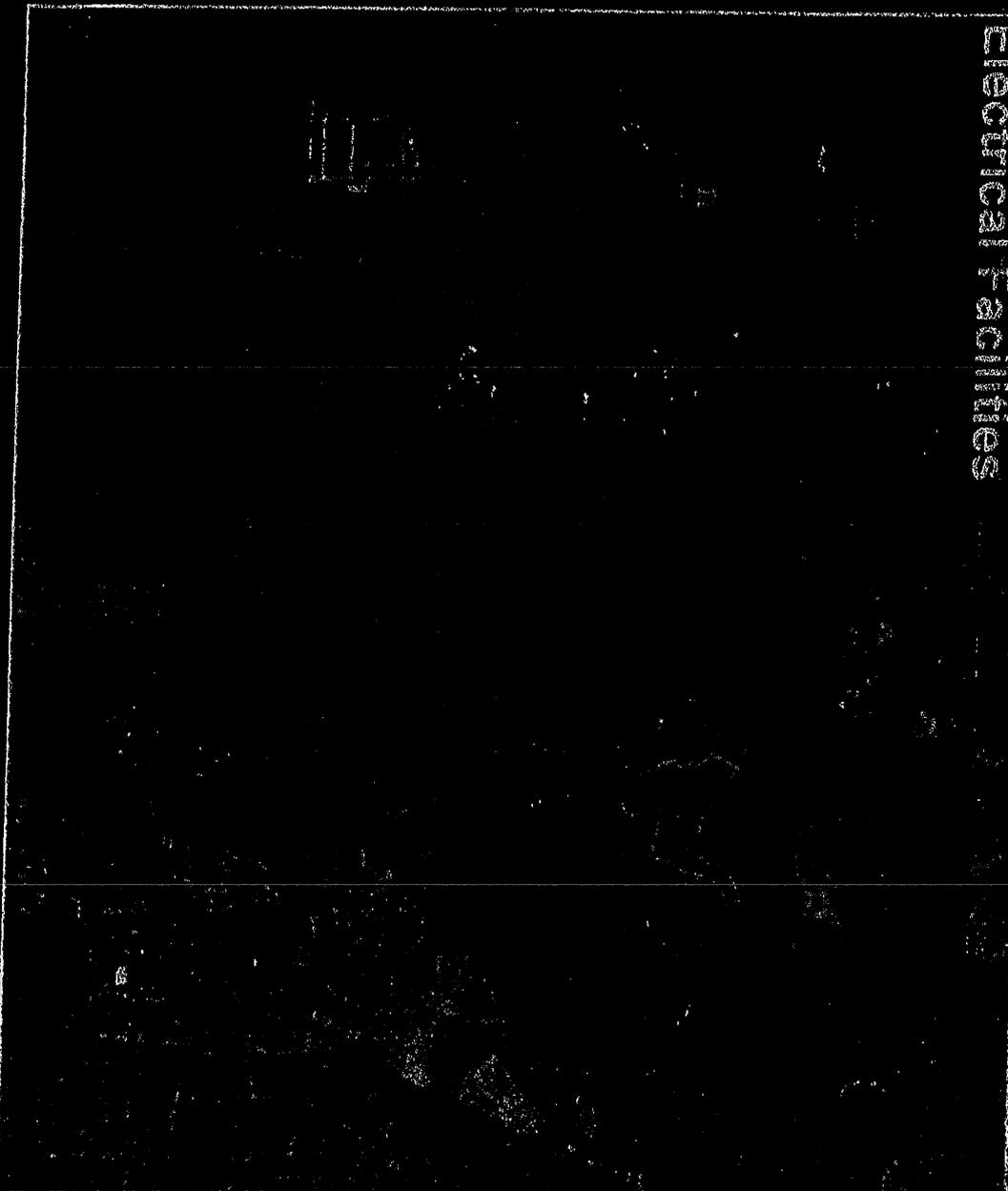
Aviation Hazards as PDF attachment

Road Access and Gates as PDF attachment

Known Locations of Unexploded Ordinance Hazards(UXO) as PDF attachment

Jurisdictions as a PDF attachment

Electrical Facilities



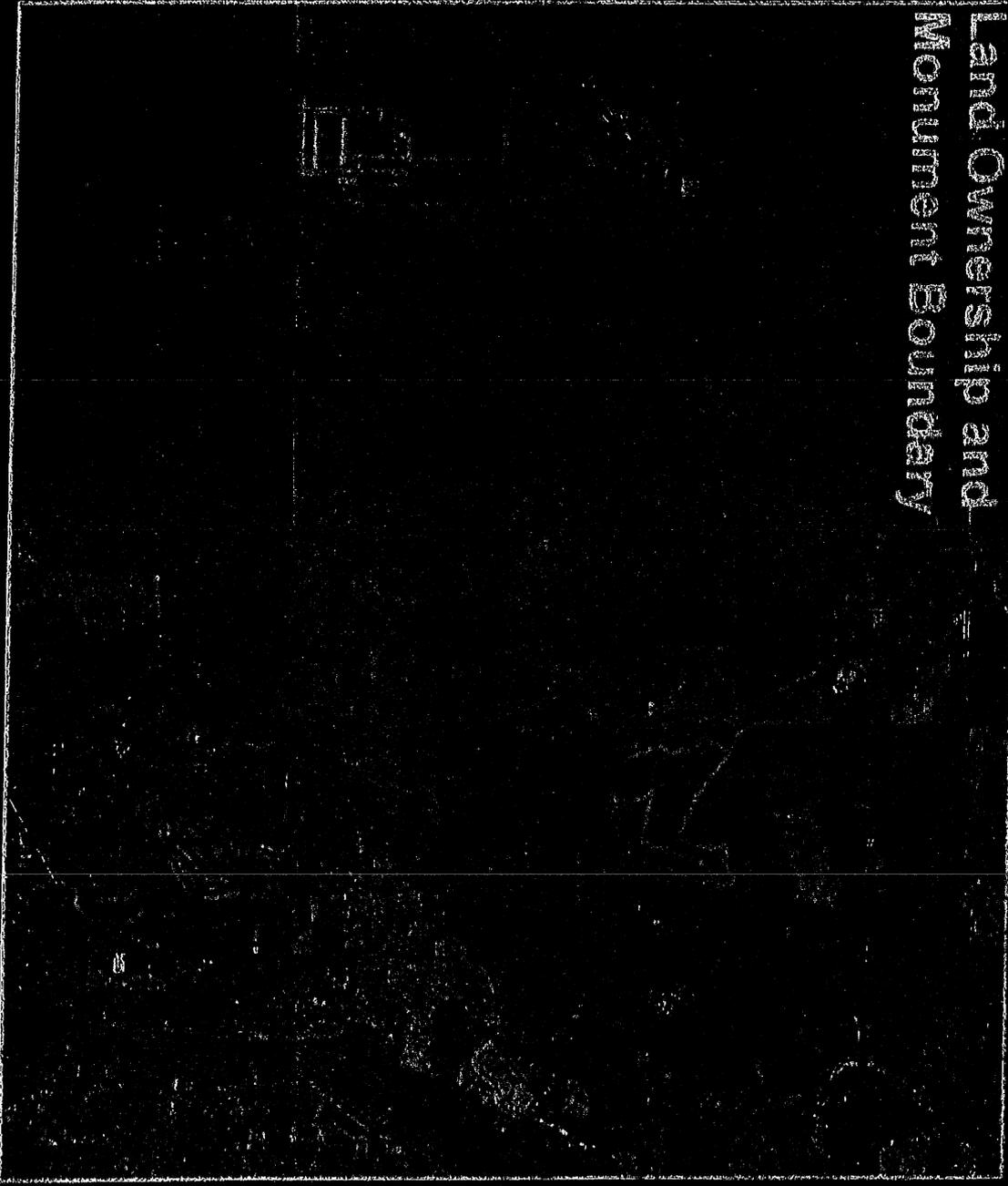
Legend

- 1. ...
- 2. ...
- 3. ...
- 4. ...
- 5. ...
- 6. ...
- 7. ...
- 8. ...
- 9. ...
- 10. ...

Map Details:
Scale: 1 inch equals 0.65 miles
North Arrow

Notes

Land Ownership and Monument Boundary



Legend

- PEIR Unit
- Adisco
- Esca Negre
- Pedras Marcadas

PROPERTY

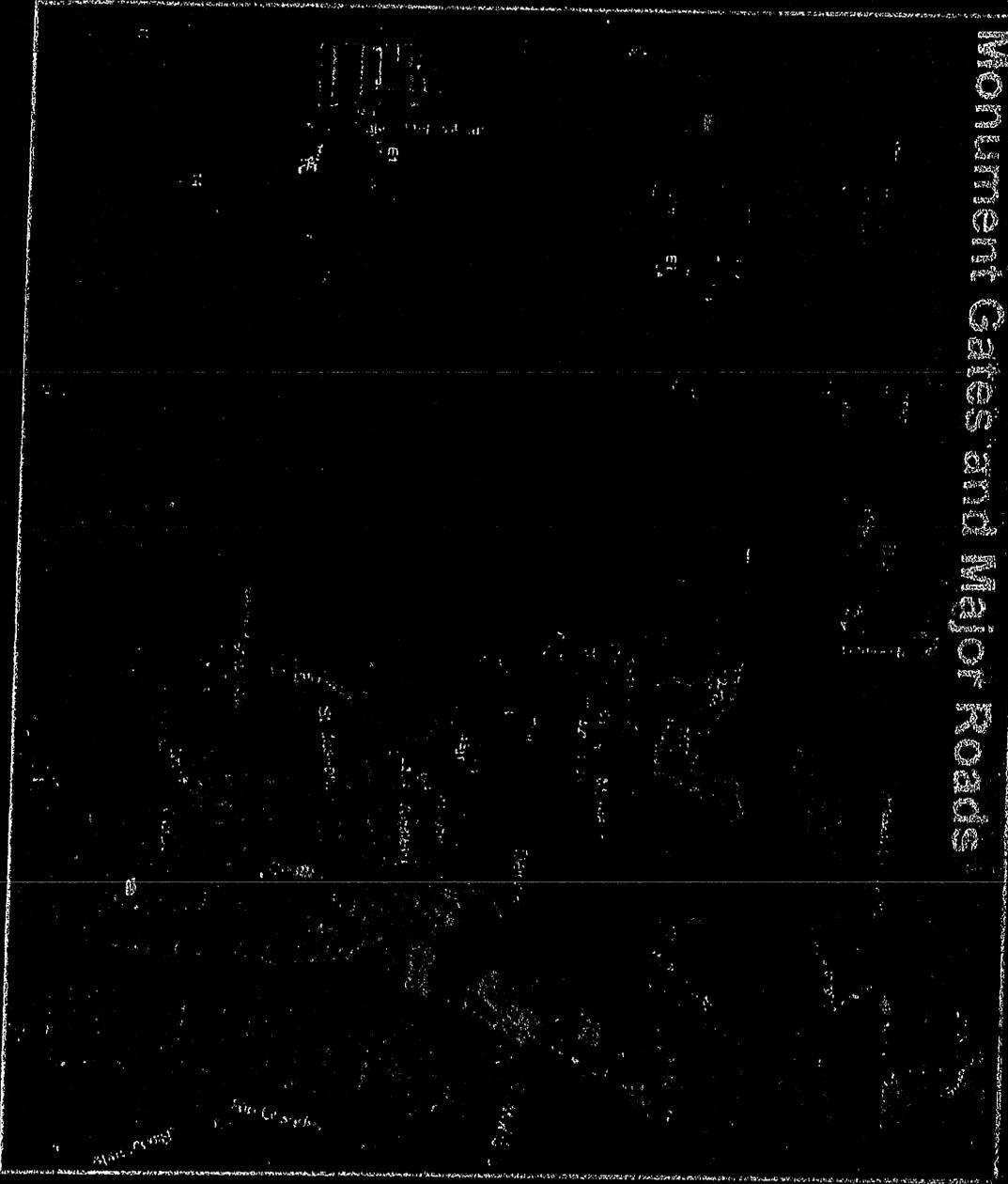
- Admiral Enrique Ojeda
- City of Albuquerque
- NPS Owner
- Private
- State of NM



Notes

Notes

Monument Gates and Major Roads



Legend

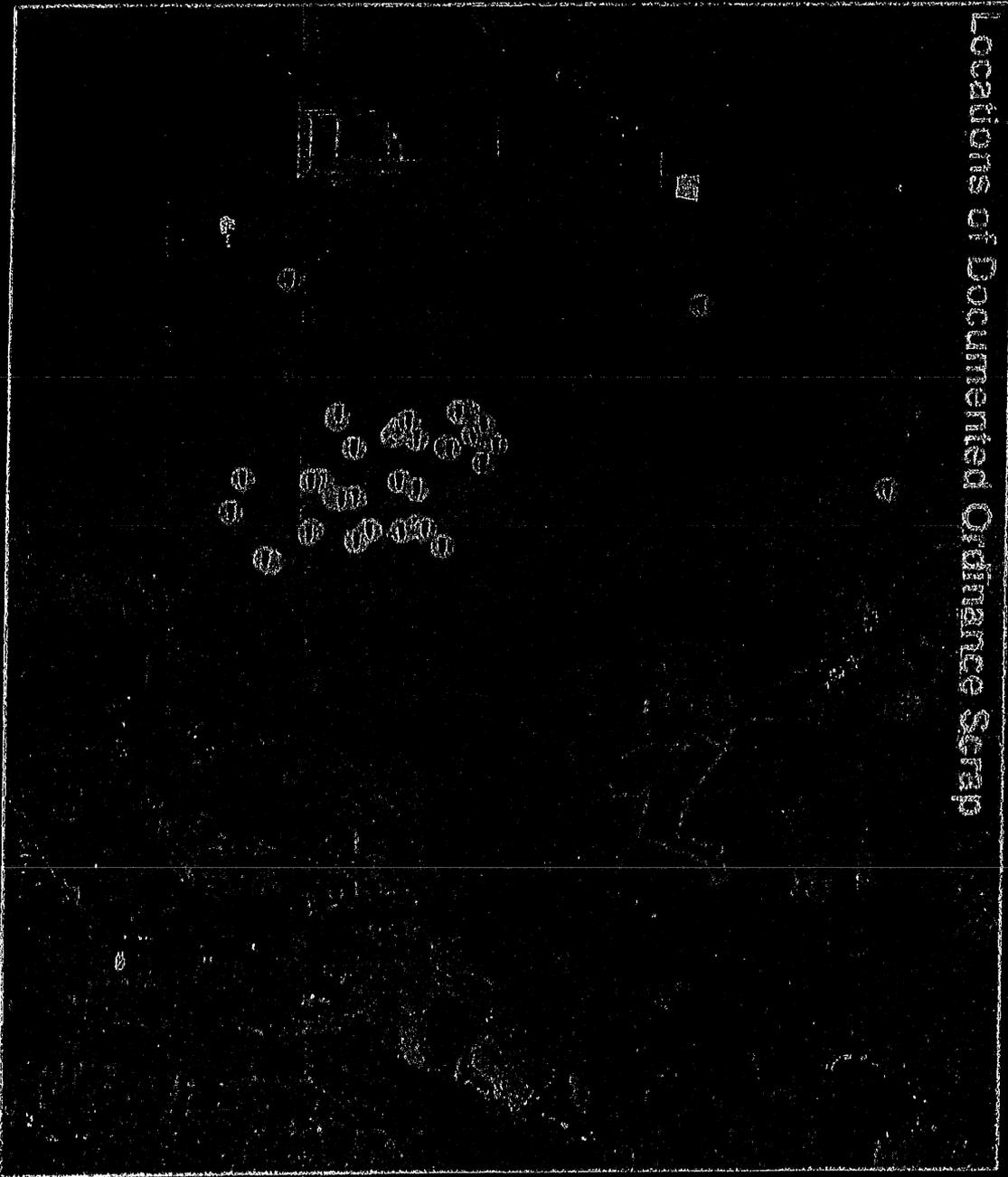
- Fences
- Other
- NPS
- Roads
 - Major Access Routes
 - Fire Crew Access Routes
- PETR Unit
 - Atinco
 - Boca Negra
 - Piedras Mariposas
- Property
 - Abbuquerque Openspace
 - City of Albuquerque
 - NPS Owned
 - Private
 - State of NM
- Index



Notes

Notes

Locations of Documented Ordinance Scrap



Legend

- CITY UNIT
- AIRSCD
- DATA MISSING
- RECORDS MISSING



Map Details:



Notes

Notes

EXHIBIT C

**Memorandum of Understanding
Between the
National Park Service
and the
City of Albuquerque
Albuquerque, New Mexico**

Article I – Background and Objectives

This agreement is entered into by and between the National Park Service (hereinafter “NPS”), United States Department of the Interior, acting through the Superintendent of Petroglyph National Monument and the City of Albuquerque (“City”), Albuquerque Police Department (“APD”). The purpose of this agreement is to establish the terms and conditions under which the parties will provide mutual law enforcement assistance in and near Petroglyph National Monument in Albuquerque, New Mexico.

Whereas the Secretary of the Interior, acting through the NPS, administers and manages Petroglyph National Monument as a unit of the national park system in accordance with Public Law 101-313, June 27, 1990 and the laws applicable generally to units of the national park system; and

Whereas 16 U.S.C. § 1a6 (1994) authorizes the Secretary of the Interior “to designate... certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within areas of the National Park System”; and

Whereas 16 U.S.C. subsection 1b(1) (1994) authorizes the Secretary of the Interior to render “emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System”; and

Whereas the Bernalillo County Sheriff has appointed certain federally commissioned NPS law enforcement rangers employed at Petroglyph National Monument as deputies for purposes of enforcing state law and county ordinances within Petroglyph National Monument or in response to certain emergency situations outside of Petroglyph National Monument and within Bernalillo County; and

Whereas Petroglyph National Monument is co-owned and cooperatively managed by the City of Albuquerque and the NPS and is within the boundaries of the City of Albuquerque with all the associated urban public safety and Homeland Security issues, and the need exists for all law enforcement agencies to work together closely, communicate directly with one another, to provide mutual aid and assistance for the safety of the community and their officers/employees; and

Now, therefore, the parties agree as follows:

Article II – Statement of Work

A. In-park Law Enforcement Assistance Pursuant to 16 U.S.C. § 1a6

1. In accordance with 16 U.S.C. § 1a6, the NPS shall enforce all applicable federal laws within Petroglyph National Monument.

2. Under the current Monument status of “proprietary jurisdiction”, all state, county and city commissioned officers have the authority to enter and enforce all respective state laws and county and city ordinances in all parts of the Monument, including federally owned lands.

Violent crimes, such as murder, rape, aggravated assault, etc., and other felony state law violations will be turned over to the appropriate city, county or federal agency unless the agency requests otherwise. In the event that multiple parties are called or arrive on scene, the NPS will work cooperatively with Bernalillo County Sheriff's Department, and APD to determine which agency should take the lead based on the violation involved. In these cases, the NPS shall defer to the wishes of the county and city agencies.

B. Out-of-park Emergency Law Enforcement Assistance Pursuant to 16 U.S.C. subsection 1b(1)

1. The situations for which the NPS is authorized to render emergency law enforcement assistance under this agreement consist of the following:

- a. Life or death incidents
- b. Accidents or incidents involving a serious injury or fatality
- c. Crime scenes involving the protection of human life
- d. Officer in trouble
- e. Threats to public health or safety
- f. Incidents directly affecting Monument visitor safety or Monument resource protection
- g. Felonies committed in the presence of the NPS law enforcement ranger
- h. Misdemeanors committed in the presence of an NPS law enforcement ranger, which pose immediate threat to the public's health or safety

2. Upon receiving an official request from APD or the Albuquerque Fire Department, the NPS shall render emergency law enforcement/emergency services assistance (in those situations described in provision 11.B.1 above) to the respective agency whenever possible. The city agencies will direct such requests to the NPS Chief Ranger or the ranger staff on duty.

3. The NPS shall render emergency law enforcement assistance in those situations where a properly appointed NPS law enforcement ranger, while in the course of his/her official duties, observes an emergency situation (as defined in provision 11.B.1 above) at which time the NPS law enforcement ranger shall secure and manage the scene. The NPS shall immediately notify city agencies of the emergency. Upon arrival of the first city officer on the scene, the NPS law enforcement ranger shall relinquish control; however, upon request the NPS law enforcement ranger may assist the city officer for the duration of the emergency.

4. The NPS shall render assistance only until the city has enough resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.

5. The on-scene commanding officer of the city shall be in command of all officer, including NPS law enforcement rangers who are rendering emergency assistance; provided that the city on-scene commander exercise command of NPS law enforcement rangers only through the highest ranking NPS law enforcement ranger at the scene.

6. For good cause the NPS Chief Ranger or his/her designee may decide at any time to withdraw emergency law enforcement or emergency services assistance.

7. NPS law enforcement rangers rendering emergency assistance to the City pursuant to this agreement shall wear the official NPS uniform or, if approved by the NPS Chief Ranger or his/her designees, plain clothes; shall remain under the authority and control of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.

8. NPS law enforcement rangers rendering emergency assistance to the City pursuant to his agreement shall be deemed to be acting within the scope of their federal employment. Under no circumstances shall NPS law enforcement rangers be deemed to be "borrowed servants" of the City.

9. APD officers referenced herein are employees of the City of Albuquerque and shall not be considered employees of the United States Department of the Interior for any purpose whatsoever.

C. Communications

1. To fulfill the intent of this agreement and to provide for public and officer safety, all agencies agree to allow access to their radio systems. The city will allow NPS access to APD radio dispatch to address any emergency during regular hours of operation. APD will provide back-up for after hour's assistance and emergency dispatch. This access will be specified in a letter from each agency to the other for FCC/NTIA records.

2. The NPS will continue to pursue the procurement and installation of any equipment necessary to tie into APD's radio system to provide better communication with APD.

3. Both agencies agree to share information, reports and intelligence necessary for public and officer safety to meet the intent of this agreement. NPS agrees to provide law enforcement staff schedules, emergency call out numbers, notify dispatch when officers are in and out of service and to have NPS staff use the Albuquerque Metro 10 Code when utilizing any city frequency. NPS will comply with City of Albuquerque dispatch requirements and procedures.

D. The parties further agree as follows:

1. Each party shall bear its own costs for furnishing services under this agreement, and neither party shall claim reimbursement for those costs from the other.

2. Nothing in this agreement shall be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this agreement.

3. Each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability, arising out of or resulting from activities under this agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees).

4. Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Acts, §§ 41-4-1, et seq., NMSA 1978:

5. To the extent possible, City Law Enforcement personnel and NPS Enforcement Rangers will conduct joint training, joint briefings on threats to resources, and share information on communications, equipment and procedures.

6. The parties shall coordinate all public information releases about law enforcement incidents, investigations, actions, and other matters involving both parties.

Article III – Term of Agreement

This agreement shall be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to article VIII below. At the conclusion of that five-year term, this agreement may be extended or renewed by written agreement of the parties.

Article IV – Key Officials

All communications and notices regarding this agreement shall be directed to the following key official(s) for each party:

For the NPS:

Superintendent
Petroglyph National Monument
6001 Unser Boulevard NW
Albuquerque, New Mexico 87120
Tel: 899-0205
Fax: 899-0207

For the City:

David S. Campbell
Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103
Tel: 768-3000
Fax: 768-3019

Raymond D. Schultz, Chief of Police
Albuquerque Police Department
400 Roma NW
Albuquerque, New Mexico
Tel: 768-2200
Fax: 768-2331

Article V – Property Utilization

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS to the City shall be used and disposed of as set forth in the NPS Property Management Regulations.

Article VI – Prior Approval

See Article II (Statement of Work) above.

Article VII – Reports and/or Other Deliverables

Upon request and to the full extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

Article VIII – Modification and Termination

This agreement may be modified only by a written instrument executed by both parties.

Either party may terminate this agreement by providing the other party with sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and to try and resolve their differences amicably. The parties commit to using every reasonable means available to try to avoid terminating this agreement.

Article IX – Standard Clauses

A. Civil Rights

During the performance of this agreement, the parties agree to abide by the terms of the USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

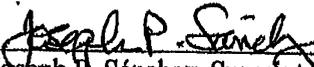
B. Officials Not to Benefit

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share of part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Article X – Authorizing Signatures

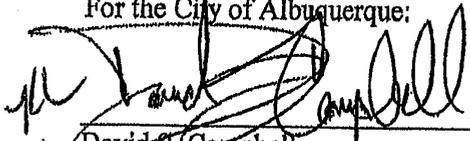
In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated below, thereby executing this agreement.

For the National Park Service:


Joseph M. Sanchez, Superintendent
Petroglyph National Monument

5/7/10
Date

For the City of Albuquerque:


David S. Campbell
Chief Administrative Officer

5/12/10
Date

Recommended by:


Raymond W. Schultz
Chief of Police
Albuquerque Police Department

5/14/10
Date