

EDDY COUNTY AGREEMENT  
AGREEMENT NO A-2017-\*\*

MEMORANDUM OF UNDERSTANDING BETWEEN  
CARLSBAD CAVERNS NATIONAL PARK/GUADALUPE MOUNTAINS NATIONAL  
PARK AND EDDY COUNTY, NEW MEXICO, THROUGH ON BEHALF OF ITS  
EDDY COUNTY FIRE SERVICE

Article I - Background and Objectives

WHEREAS, EDDY COUNTY, on behalf of the County and its Eddy County Fire Service, hereinafter "Department", and the National Park Service, Carlsbad Caverns National Park/Guadalupe Mountains National Park, hereinafter "Parks" (unless differentiated for a specific section), hereby enter into an Agreement to provide mutual aid and assistance for occurrences of structural and wild land fires, search and rescue, emergency medical services and all risk incidents for those occurrences on or within the boundaries of said Parks, a unit of the National Park System, United States Department of the Interior, or within the response area of the Department; and

WHEREAS, the National Park Service, administers the Parks that was established as a unit of the National Park System, United States Department of the Interior pursuant to 54 U.S.C 100101(b)(1); and

WHEREAS, 54 U.S.C. 102712 authorizes the National Park Service, through the Secretary of the Interior, to render emergency assistance to visitors; and

WHEREAS, the National Park Service Management Policies (2006)(Section 8.2.5 mandates the National Park Service to ensure that adequate emergency care and transportation services are available for visitors who are injured or ill; and

WHEREAS, 42 U.S.C. 1856a authorizes reciprocal agreements for mutual aid for fire protection with agencies maintaining fire protection facilities in the vicinity of Service property and for other property for which said agency normally provides fire protection; and

WHEREAS, the Department has the facilities and personnel to provide necessary fire protection

NOW, THEREFORE, all parties do mutually understand and agree as follows:

Article II - Statement of Work

The General Agreement herein made is subject to the following terms and conditions:

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General

- 1) The purpose of this Agreement is to provide mutual aid and assistance between Carlsbad Caverns National Park and Guadalupe Mountains National Park and the Eddy County Emergency Services Department for emergency incidents that pose risks to life, health and/or property occurring in the parties' jurisdictions.
- 2) Each party to this Agreement will cooperate in the formulation and application of practical plans and programs for the management of emergency incidents.
- 3) The Incident Command System, in accordance with National Incident Management System (NIMS), will be initiated for all incidents.
- 4) To facilitate safe, efficient and effective mutual aid responses the Parties will install and maintain appropriate communication equipment to provide for interoperable communications.
- 5) The provisions of this Agreement are separated into five sections: Structural and Wildland Fire; Emergency Medical Services; Search and Rescue; All Risk Incidents; and Training.
- 6) Any revisions of this Agreement must be in writing and signed by the parties hereto. Renewals will be subject to regulations existing at the time of the renewal and such other terms and conditions deemed necessary to protect the public interest.
- 7) Each party to this agreement expressly waives and releases all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring during performance of this Agreement, except that each party shall bear responsibility and liability for any damages caused by the negligence or fault of that party, to the extent permitted by law.
- 8) Response to requests for mutual aid by the parties shall be subject to prior emergency commitments; the availability of equipment, personnel, and other resources at the time the request is made.
- 9) Each party agrees to meet annually to review the agreement, discuss operations, and identify any required updates as needed.
- 10) Neither party to this agreement will reimburse the other party for all or any part of the cost incurred by such party in providing fire protection pursuant to this Agreement.

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11) Nothing in this Agreement will be construed as obligating the Parks to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the Parks for the performance of this Agreement.

Structural and Wildland Fire

- 1) The Parks have responsibility for fire protection, management and suppression within Park boundaries.
- 2) The Department has responsibility for fire protection and suppression within the Department jurisdiction.
- 3) The Parties will respond, as available, with equipment and available qualified personnel to requests for assistance for fire suppression within the Parks or Department jurisdiction
- 4) The Parks do not have dedicated structural fire programs. Therefore, the Department, as the nearest established structural fire department, has primary responsibility for response to the Parks for structural fire suppression. However, the Parks may provide personnel, as available, to augment the Department and will meet all Department training and qualification standards.
- 5) In the event of a fire involving museum collections or a historic structure within the Parks, the Superintendent or his designated representative shall advise the Incident Commander regarding special precautions necessary to safeguard rare or valuable artifacts or building features.
- 6) As an aid to implementing this Agreement, members of the Department may visit the Parks, and the Superintendents, or his designated representative, will guide Department personnel through Park facilities so as to familiarize personnel with features affecting fire suppression along with other fire planning considerations.
- 7) Responsibility for wildland fire suppression work will normally rest with the agency having jurisdictional control over the fire site, and a joint command structure will be established by the Incident Commander and will be managed in accordance with established protocols.
- 8) The Parks and Department may furnish, upon request, shared office and/or storage space to the other agency in order to facilitate availability of equipment or other resources for emergency response.

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- 9) All fire suppression activities will provide for the highest possible degree of protection of Parks and Department natural and cultural resources. In no case will suppression vehicles be operated off established roads without the express permission of the Park Superintendent or his/her designee.
- 10) Wildland fires will be managed per the conditions of the Joint Powers Operating Plan as approved by Federal land management agencies within the State of New Mexico and by the New Mexico State Forestry, New Mexico Energy, Minerals, and Natural Resources Division. The Parks will furnish a copy of the plan to the Department.
- 11) Any Park personnel responding to Park wildland fires will meet Federal wildland firefighter "Red Card" qualifications. It is understood that Department personnel are volunteer firefighters, who do not have uniform specialized training in fighting wildland fires. No Department personnel shall respond who have not been given standard training given to the Department's volunteer firefighters. The Parks and Department will maintain firefighter training records and documentation for their respective agencies.

Emergency Medical Services

- 1) The Parties will respond with equipment and available qualified personnel to requests for emergency medical treatment of ill or injured persons within the Parks or Department jurisdiction.

Search and Rescue

- 1) The Parks have responsibility for initiating and conducting Search and Rescue within Park boundaries.
- 2) The Department has responsibility for initial response for search and rescue within the Department jurisdiction.
- 3) The Parties will respond with equipment and available qualified personnel to requests for assistance with search and rescue within the Parks or Department jurisdiction.

All Risk Incidents

- 1) All risk incidents are any other incidents that pose risk to life, health and/or property and may include, but are not limited to: hazardous materials; natural disasters such as tornados, earthquakes, flash floods; pandemic; etc.

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- 2) The Parks have responsibility for response to all risk incidents within Park boundaries.
- 3) The Department has responsibility for response to all risk incidents within the Department jurisdiction.
- 4) The Parties will respond with equipment and available qualified personnel to requests for assistance with all risk incidents within the Parks or Department jurisdiction.
- 5) The Department has responsibility for response to all risk incidents within the Department jurisdiction.
- 6) The Parties will respond with equipment and available qualified personnel to requests for assistance with all risk incidents within the Parks or Department jurisdiction.

Training

- 1) Through this agreement the Parks and Department desire to facilitate mutual training in order to ensure a safe, efficient and effective response to emergency incidents.
- 2) Therefore, the Parks and Department will notify each other of training opportunities and will endeavor to make personnel and equipment available to participate.

ARTICLE III - Term of Agreement

This General Agreement shall remain in effect for a period of not more than five (5) years, at which time it will be reviewed or amended as appropriate. Amendments and modifications to this agreement shall be in writing and executed by all parties in order to be held valid.

Either party may, upon ninety (90) days written notice to the other, terminate this agreement without cause.

Unless relinquished, abandoned, or otherwise terminated pursuant to the provisions of the General Agreement or of any applicable Federal law or regulations, the General Agreement will be considered for renewal.

Nothing in this agreement shall preclude the Parks from entering into similar

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agreements with other emergency services providers in the region.

ARTICLE IV - Key Officials

This General Agreement is subject to the conditions of the Superintendents or his/her representative, and shall comply with the regulations of the Secretary of the Interior and other applicable conditions as outlined herein.

Superintendents  
Guadalupe Mountains National Park  
Carlsbad Caverns National Park  
3225 National Parks Highway  
Carlsbad, New Mexico 88220

The Eddy County Emergency Manager and the Eddy County Manager (and/or his/her authorized representative) shall be responsible for administering this agreement for the Departments.

Eddy County Manager  
101 W. Greene St.  
Carlsbad, New Mexico 88220

Eddy County Emergency Manager  
101 W. Greene St.  
Carlsbad, New Mexico 88220

ARTICLE V - Required Compliance

1. Non-Discrimination:

All activities pursuant to this agreement and the provisions of Executive Order No. 11246, 3 C.F.R. 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disabling condition, religion, or sex in providing for facilities and service to the public.

2. Officials Not To Benefit (41 U.S.C. § 22):

No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from, unless the share or part or benefit is for the general benefit of a

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corporation or company.

3. Advertising and Endorsements

- a) The Eddy County Fire Service and VFD's shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, movies, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service, or position which Eddy County represents. No release of information relating to this agreement may state or imply that the Government approves of the work product of Eddy County to be superior to other products or services.
- b) Eddy County Fire Service and VFDs will ensure that all information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinion policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

- c) Eddy County Fire Service and VFDs must obtain prior NPS approval from the Regional Public Affairs Office (PAO) before releasing any public information that refers to the Department of the Interior, any bureau or employee, or to this agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted to the PAO along with the request for approval.

ARTICLE XI - FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as discussed herein.

ARTICLE X - 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 Parks to the Department during the performance of this Agreement will be used and disposed of as set forth in National Park Service Property Management Regulations.


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ARTICLE X - SIGNATURES

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

National Park Service:

Signature:  Date: 07.21.2017  
Eric Brunemann, Superintendent, Guadalupe Mountains National Park

Signature:  Date: 7/20/17  
Douglas Neighbor, Superintendent, Carlsbad Caverns National Park

Eddy County, NM

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Stella Davis, Chairman of the Eddy County Commission

Attest:

\_\_\_\_\_  
Eddy County Clerk