



City of Bayard
CITY COUNCIL REGULAR MEETING
September 16, 2026 at 4:30 PM
Bayard City Hall

AGENDA

CALL TO ORDER: Mayor John L. Ojinaga

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC INPUT

CONSENT AGENDA

- [1.](#) Approval of Special Meeting Minutes July 22, 2026
- [2.](#) Approval of Public Hearing Minutes August 19, 2026
- [3.](#) Approval of Regular Meeting Minutes August 19, 2026
- [4.](#) Approval of Accounts Payable
- [5.](#) Approval of Police Department Reports
6. Approval of Maintenance Report
- [7.](#) Approval of Wastewater Report
- [8.](#) Approval of Fire Department Report
- [9.](#) Approval of Municipal Court Report
10. Approval of Library Report
11. Approval for Employees to Attend the New Mexico Rural Water Association 16th Annual Southern Fall Conference on October 20th-22nd, 2026 in Las Cruces, NM
- [12.](#) Approval for Employees to Attend the Annual Clerk's School on October 19th-23rd, 2026 in Ruidoso, NM
- [13.](#) Approval for Employees to Attend the Evidence 101 School on September 23rd-25th, 2026 in Albuquerque, NM

- [14.](#) Approval for Volunteer Fire to Attend the New Mexico Fire and EMS Expo on October 21st-25th, 2026 in Socorro, NM

NEW BUSINESS

15. Discussion/Action- Presentation by Dolores Charon on Domestic Violence Awareness
16. Discussion/Action- Acceptance of City Attorney Resignation
- [17.](#) Discussion/Action- Legal Services Agreement
- [18.](#) Discussion/Action- Mining Museum Design by Stantec
19. Discussion/Action- Cobre Homecoming Parade
- [20.](#) Discussion/Action- Agreement Between City of Bayard and Town of Hurley for Temporary Use of Animal Shelter
- [21.](#) Discussion/Action- Authorize the National Center for Frontier Communities to use property under the Outdoor Recreation Trails+ Grant
22. Discussion/Action- 911 Addressing Contract

PROCLAMATION/ORDINANCES/RESOLUTIONS

- [23.](#) October Community Cleanup Proclamation
- [24.](#) Discussion/Action- Resolution 24-2026 Participation in Transportation Project Fund Program Administered by New Mexico Department of Transportation
- [25.](#) Discussion/Action- Resolution 25-2026 City of Bayard Ratifying a Certain Agreement Between the City of Bayard and the Southwest New Mexico Council of Governments
- [26.](#) Discussion/Action- Resolution 26-2026 to Participate in Capital Outlay Program Administered through New Mexico Department of Transportation
- [27.](#) Discussion/Action- Ordinance 2-2026 to Amend the City of Bayard Municipal Code, Section 40- 60 "Landfill Services", to Establish a Solid Waste Sanitation Fee Based on regional Landfill Operational Charges Assessed to Bayard

DEPARTMENT HEAD REPORTS

MAYOR AND COUNCILORS REPORTS

NEXT MEETING DATE:

Regular Meeting - October 14, 2026 (Rescheduled due to Clerk's Conference on Regular Meeting date- October 21, 2026)

ADJOURNMENT



City of Bayard
SPECIAL MEETING
July 22, 2026 at 3:00 PM
Bayard City Hall

MINUTES

CALL TO ORDER: Mayor John L. Ojinaga

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor John L. Ojinaga
Councilor Eloy Medina
Councilor Eloy Gonzales
Councilor Gilbert Ortiz
Councilor Chuck Gray

Others in attendance were Martha Salas and Tanya Ortiz

APPROVAL OF THE AGENDA

Motion made by Councilor Medina, Seconded by Councilor Gonzales.
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

ORDINANCES/RESOLUTIONS

1. Discussion/Action- Resolution 18-2026 Final FY 26 Budget Adjustments

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

RESOLUTION 18-2026

End of FY 26 Budget Adjustments

WHEREAS, the Bayard City Council in special session on July 22, 2026 did propose to make certain budgetary adjustments; and

WHEREAS, the Council does hereby authorize the attached listing of budgetary adjustments for the June 30, 2026 financial statements as listed in Exhibit A.

WHEREAS, the Council does hereby approve the June 30, 2026 budget adjustments as presented.

NOW THEREFORE, the Council does hereby accept and approve the budgetary adjustments for the period ending June 30, 2026.

Done at Bayard, New Mexico, this 22nd day of July 2026.

John L. Ojinaga

Mayor

Eloy Medina

Councilor

Chuck Gray

Councilor

Gilbert Ortiz

Councilor

Eloy Gonzales

Mayor Pro Tem

ATTEST:

Martha Salas

Clerk-Treasurer

2. Discussion/Action- Resolution 19-2026 4th Quarter Financial Report

Motion made by Councilor Gray, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

Resolution No. 19-2026

Fiscal Year 2025-2026 Final Quarter Financial Report Year

Ending June 30, 2026

WHEREAS, the Governing Board in and for the City of Bayard, State of New Mexico has

developed a budget for fiscal year 2025-2026; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the

accuracy of the beginning balances used on the FY 2026-2027 budget; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the

best of our knowledge and that this report depicts all funds for fiscal year 2026

NOW THEREFORE, BE IT HEREBY RESOLVED that the governing body of the City of

Bayard, State of New Mexico hereby approves the final quarterly report for FY 2025-2026 hereinafter described as Attachment "A" and respectfully requests approval from the Local Government Division of the Department of Finance and

Administration.

Resolved: in session this 22nd day of July 2026.

City of Bayard Governing Body

John L. Ojinaga, Mayor

Eloy Medina, Councilor

Eloy Gonzales, Mayor Pro Tem

Chuck Gray, Councilor

Gilbert Ortiz, Councilor

ATTEST:

Martha Salas, City Clerk Treasurer

3. Discussion/Action- Resolution 20-2026 FY 27 Final Budget

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

Resolution 20-2026

FY 2026-2027 Final Budget

WHEREAS, the governing body of the City of Bayard, State of New Mexico has developed a final operating budget for the fiscal year 2026-2027; and

WHEREAS, said final budget was developed on the basis of need and through cooperation of all departments, elected officials and department supervisor's; and

WHEREAS, the official budget workshop meetings for the public input and review of the proposed budget requirements were held on May 5, 2026 and May 13, 2026 in compliance with the requirements of the state open meeting law, and it is the

majority opinion of this governing board that the proposed budget meets the requirements as currently determined for the 2026-2027 fiscal year

NOW THEREFORE, be it resolved by the City Council of the City of Bayard, State of New Mexico, that this 2026-2027 Final Budget, July 22, 2026 Financial Statements and year end budget adjustments are;

PASSED, APPROVED AND ADOPTED this 22nd day of July, 2026.

John L. Ojinaga, Mayor

Eloy Medina, Councilor

Chuck Gray, Councilor

Gilbert Ortiz, Councilor

Eloy Gonzales, Mayor Pro Tem

ATTEST:

Martha Salas, City Clerk Treasurer

4. Discussion Action- Resolution 21-2026 A Resolution Authorizing the Execution and Delivery of an Amended and Restated Colonias Infrastructure Project Fund Loan/Grant Agreement- CIF-6698

Motion made by Councilor Medina, Seconded by Councilor Gray.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

NEXT MEETING DATE:

Work Session - August 12, 2026 @ 9:00 a.m.

Regular Meeting - August 19, 2026 @ 4:30 p.m.

ADJOURNMENT

3:51p.m.

John L. Ojinaga
Mayor

ATTEST:

Martha Salas
Clerk Treasurer



City of Bayard
PUBLIC HEARING FOR CHANGE OF
OWNERSHIP OF LIQUOR LICENSE

August 19, 2026 at 4:30 PM

Bayard City Hall

MINUTES

CALL TO ORDER AND CANCELLATION The Public Hearing for Change of Ownership of Liquor License of the City Council of City of Bayard was scheduled to be called to order on Wednesday, August 19, 2026, at 4:30 p.m. in the Council Chambers at City Hall.

Due to a citywide power outage affecting the facility, the meeting could not proceed as scheduled. In accordance with, New Mexico Open Meetings Act (NMSA 1978, § 10-15-1(E)) the public hearing was adjourned at 4:30 p.m. to reconvene on Thursday, August 20, 2026, at 4:30 p.m. at the same location.

The public hearing reconvened August 20, 2026 at 4:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor John L. Ojinaga
 Councilor Eloy Medina
 Councilor Eloy Gonzales
 Councilor Gilbert Ortiz
 Councilor Chuck Gray

Others in attendance were Andy Gomez Jr., Gary Arellano, Bruce Ashburn, Hector Carrillo, Yvonne Gonzales, Cordell Jones, Gabe Gonzales, Ty Warhank, Steven Estrada

APPROVAL OF THE AGENDA

Motion made by Councilor Medina to open the Public Hearing and immediately went to recess due to the power outage. Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

Reconvened on August 20, 2026- 4:30 p.m.

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

PUBLIC INPUT

1. Dispenser Liquor License #DIS-00132 Appl #BLA-000021219- Food Basket #101/Snappy Liquor- 1101 Tom Foy Blvd, Bayard NM 88023- Change of Ownership

Clerk/Treasurer Martha Salas stated the name or location of the liquor store will not change. The only thing changing is the ownership.

No questions or comments.

ADJOURNMENT

Motion made by Councilor Medina to close public input meeting, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

4:34 p.m.

John L. Ojinaga
Mayor

ATTEST:

Martha Salas
Clerk Treasurer



City of Bayard
CITY COUNCIL REGULAR
MEETING- TO FOLLOW PUBLIC
HEARING

August 19, 2026 at 4:30 PM

Bayard City Hall

MINUTES

CALL TO ORDER AND CANCELLATION The regular meeting to follow Public Hearing of the City Council of City of Bayard was scheduled to be called to order on Wednesday, August 19, 2026, at 4:30 p.m. in the Council Chambers at City Hall.

Due to a citywide power outage affecting the facility, the meeting could not proceed as scheduled. In accordance with, New Mexico Open Meetings Act (NMSA 1978, § 10-15-1(E)) the meeting was adjourned at 4:50 p.m. to reconvene to follow Public Hearing on Thursday, August 20, 2026, at 4:30 p.m. at the same location.

The council allowed Mr. Ernie Beyers from Universal Waste to present agenda item #16 due to his travel from Albuquerque for the meeting.

RECONVENED REGULAR MEETING AUGUST 20, 2026

CALL TO ORDER The adjourned regular meeting of the City Council of Bayard was called to order by Mayor John L. Ojinaga on Thursday, August 20, 2026, at 4:30 p.m. in the Council Chambers at City Hall.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor John L. Ojinaga
 Councilor Eloy Medina
 Councilor Eloy Gonzales
 Councilor Gilbert Ortiz
 Councilor Chuck Gray

Others in attendance were Steven Estrada, Gabe Gonzales, Ty Warhank, Cordell Jones, Andy Gomez Jr., Gary Arellano, John Saenz, Brush Ashburn, Hector Carrillo, Yvonne Gonzales, Martha Salas, and Tanya Ortiz.

APPROVAL OF THE AGENDA

Motion made by Councilor Gray, Seconded by Councilor Medina.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

PUBLIC INPUT

John Saenz asked when will the Conex building at the little league field be removed.

1. We welcome your input. Public comments are limited to 3 minutes and are not a Q&A session. For in-depth discussions, please request to be placed on a future agenda; forms are available at City Hall.

CONSENT AGENDA

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

2. Approval of Regular Meeting Minutes July 15, 2026
3. Approval of Work Session Minutes August 12, 2026
4. Approval of Accounts Payable
5. Approval of Police Department Reports
6. Approval of Maintenance Report
7. Approval of Wastewater Report
8. Approval of Fire Department Report
9. Approval of Municipal Court Report
10. Approval of Library Report
11. Approval for Employees to Attend the New Mexico Water and Wastewater School on September 14-17, 2026 in Albuquerque, NM
12. Approval for Police Chief to attend FBI- Law Enforcement Executive Development Association- Supervisor's Leadership Institute on August 31- September 3, 2026 in Las Angeles, CA
13. Approval for Volunteer Firefighters to Attend the 27th Annual New Mexico Fire Service Conference on September 23-27, 2026 in Ruidoso, NM

NEW BUSINESS

14. Discussion/Action- Dispenser Liquor License for the Food Basket #101/Snappy Liquor- 1101 Tom Foy Blvd, Bayard- Change of Ownership

Motion made by Councilor Gonzales, Seconded by Councilor Medina.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

15. Discussion/Action- Presentation by Better Cities on Foy Vision Plan

Jason Godfrey with Better Cities when over the vision plan for the Foy property. Mayor and Councilors discussed and asked question on the vision plan.

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

16. Discussion/Action- Presentation by Universal Waste Systems Regarding Rate Increases at Landfill

Item number 16 was discussed before going in to recess.

Nancy Stephens, County Commissioner for District 3 and the Chair of the Southwest Solid Waste Authority Board, stated the rate increases are necessary because there has not been planning for contingency and the authority is needing a 1/12th reserve of debt capacity required by the State. Laurence Maldonado from Solid Waste in Albuquerque presented an independent review and budget analysis and with this increase being doubled from last fiscal year it is minimally adequate to meet the needs of the landfill. On July 20th the Authority sent letters to each municipality, including City of Bayard which the increase will be \$22,500 per month. The Authority Board did vote unanimously on the increases. Ms. Stephens will be back at the meeting the next day for any questions anyone may have.

Ernie Beyers, Vice President of Universal Waste, spoke about the Solid Waste Authority. There has not been a rate increase in over 20 years. The Authority is upside down because of this. Mr. Beyers had to get equipment fixed and employees an increase to make an honest living. The landfill is out of room and had to increase the space. Rates will include an annual CPI increase. Mr. Beyers is starting to get back up equipment, if one would break now the landfill would have to shut down. There will be a grant opening next month. The new part of the landfill will be named after a gentle man that was from Bayard and worked for the landfill and passed away. They were very proud to have Eric Sanchez and he will be missed.

Councilor Gray asked if the employees of the landfill received a cost of living increase. He also asked how much will it cost if a resident went over the 500 lb. limit?

Mr. Beyers stated, "yes each employee did get an increase and it will be \$80 a ton".

Councilor Medina asked what if the landfill were to close what would happen?

Mr. Beyers stated, "the landfill would have to build transfer stations and it would be hauled to Deming. That would be anywhere from \$10 to \$200 a ton".

City Clerk/Treasurer Martha Salas stated the city is in the process of amending the City's ordinance. Currently the city ordinance does not allow for the city to charge the fee being implemented by the landfill on September 1st. Salas is not sure how that will work out for the City.

Mr. Beyers stated we all need to figure out together but the authority needs the money. He will keep in communication with Salas.

Motion made by Councilor Medina to adjourn, Seconded by Councilor Gonzales.
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

August 19, 2026- 4:50 p.m. (Due to power outage)

17. Discussion/Action- Solicit/Accept Proposals for a Livestock Grazing Lease on the New Foy Property

Clerk/Treasurer Salas stated there was a work session on this item and she is needing an approval to put together a proposal, get it advertised in the newspaper, and accept sealed proposals. Clerk Salas stated there would be a committee to decide what proposal would be recommended to the council.

Motion made by Councilor Gonzales, Seconded by Councilor Medina.
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

18. Discussion/Action- Yearly Maintenance Quote on New HVAC System at Community Center

PC Automated option #2 is agreement of \$5,675.09 for twice a year maintenance of the HVAC System at the Community Center.

Motion made by Councilor Medina, Seconded by Councilor Gonzales.
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

19. Discussion/Action- Authorization to Proceed with Land Exchange Agreement with Freeport

Clerk/Treasurer Salas stated Freeport offered a land exchange. Salas is asking if she can move forward in getting the land surveyed to insure the exchange is good.

Motion made by Councilor Medina, Seconded by Councilor Gonzales.
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

20. Discussion/Action- Authorization to Proceed with Negotiations and Due Diligence for the City Acquisition of Cobre Golf Course

Superintendent of Cobre Schools stated the district is not fiscally able to support or maintain the golf course and is offering to lease to the City.

Motion made by Councilor Gonzales, Seconded by Councilor Medina.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

21. Discussion/Action- Stantec Task Order #7 Asset Management Plan

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

22. Discussion/Action- EMS Medical Director Agreement

Fire Chief Gabe Gonzales stated he updated the agreement. Hurley pays half and the City of Bayard pays half. \$1,000 each. Cost did not change.

Clerk Salas asked for council to postpone this agenda item due to the agreement not being received back from the Town of Hurley.

Motion made by Councilor Gonzales, Seconded by Councilor Medina.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

ORDINANCES/RESOLUTIONS

23. Discussion/Action- Resolution 22-2026 Declaring a Surplus of Vehicles and Equipment Not Essential for Municipal Purposes Authorizing and Directing the Sale or Disposal of said Property

Resolution 22-2026

A resolution declaring a surplus of vehicles and equipment in the Maintenance Department which are not essential for municipal purposes and authorizing and directing the sale or disposal of said property in accordance with statutory requirements.

This will be a seal bid process.

Maintenance Department Surplus:

1. 1992 GMC C6000 TOPKICK DUMP TRUCK 1GDG6H1P1NJ524259
2. 1986 SULLIVAN COMPRESSOR D175 SERIAL NUMBER
204036
3. SRECO JETTER MODEL:LS6 4231-600Z SERIAL NUMBER 06120
4. PORTABLE LINCOLN ARC WELDER on TRAILER SERIAL NUMBER
A1126361

- | | |
|---|-------------------|
| 5. 2008 F250 UTILITY TRUCK | 1FDND21508ED69820 |
| 6. CASE 580 SUPER E BACKHOE
17045778 | SERIAL NUMBER |
| 7. DRESSER 515B LOADER
37029 | SERIAL NUMBER |
| 8. 2016 FORD TAURUS | 1FAHPZMK1GG105644 |

WHEREAS, 3-54-1, NMSA 1978 General Statutes authorizes the City of Bayard to dispose of surplus property; and

WHEREAS, the City of Bayard desires of the surplus vehicles and equipment listed for the Maintenance Department and one vehicle in the Police Department;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Bayard that the 1992 GMC C6000 TOPKICK DUMP TRUCK, 1986 SULLIVAN COMPRESSOR D175, SRECO JETTER MODEL:LS6 4231-600Z, PORTABLE LINCOLN ARC WELDER on TRAILER, 2008 F250 UTILITY TRUCK, CASE 580 SUPER E BACKHOE, DRESSER 515B LOADER, 2016 FORD TAURUS are hereby declared surplus and subject for disposal or sale;

BE IT FURTHER RESOLVED, that the office of the City Clerk of the City of Bayard shall be and is hereby authorized to dispose of this surplus personal property in accordance with statutory requirement and following terms.

PASSED, APPROVED, and ADOPTED in a regular meeting on August 19, 2026.

John L. Ojinaga, Mayor

Eloy Gonzales, Mayor Pro Tem

Eloy Medina, Councilor

Chuck Gray, Councilor

Gilbert Ortiz, Councilor

Attest:

Martha Salas, City Clerk Treasurer

Motion made by Councilor Medina, Seconded by Councilor Gray.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

24. Discussion/Action- Resolution 23-2026 Authorizing Application to the New Mexico Interstate Stream Commission and Water Trust Board to Construct Water System Improvements

RESOLUTION 23-2026

RESOLUTION AUTHORIZING APPLICATION TO THE NEW MEXICO INTERSTATE
STREAM COMMISSION AND WATER TRUST BOARD

The undersigned, being the governing board of the City of Bayard ("Entity"), after public notice and meeting held in accordance with the Open Meetings Act, and adopts the following resolution as of the date of the meeting in which a motion was duly made, seconded and voted upon.

WHEREAS, pursuant to the 2004 Arizona Water Settlements Act ("AWSA") and NMSA 1978, Section 72-14-45, the New Mexico Interstate Stream Commission ("NMISC" or "Commission") and Water Trust Board ("WTB") established a Pilot Cycle to fund planning, design, or construction components for water utilization projects that meet water supply demands in the southwest water planning region of New Mexico that encompasses Catron, Grant, Hidalgo, and Luna counties ("Pilot Cycle II");

WHEREAS, Entity has identified a project for which it desires to submit an application for funding under the Pilot Cycle II to Construct water system improvements to the Well Field, Pressure Reducing Valve and Water Meter Replacement Improvement Project ("Proposed Project");

WHEREAS, the name of the Proposed Project is City of Bayard Construction of Water system improvements;

WHEREAS, one of the requirements of the WTB and NMISC is that Entity enact a resolution after a public meeting held in accordance with the Open Meetings Act, which Resolution designates and delegates authority to a designated Representative who will submit an application and be the point of contact designated for the Project Entity; and

WHEREAS, the governing board has convened and held a public meeting in accordance with the Open Meetings Act.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, the form and content of the Proposed Project for which Entity intends to seek funding under the Pilot Cycle II ("Project Application") is hereby ratified and approved. If the Proposed Project is selected for funding, Entity will enter into a funding agreement with the NMISC and implement the Proposed Project.

RESOLVED, Entity's Mayor and City Clerk Treasurer ("Designated Representative") is hereby authorized to submit the Project Application for the Proposed Project to the WTB and Commission.

RESOLVED, the Designated Representatives are hereby designated the point of contacts for the Project Application and is delegated authority to communicate with WTB and NMISC regarding the Project Application.

RESOLVED, the current contact information that may be used by the WTB and NMISC for communications with the Designated Representative related to the Project Application is:

City of Bayard

800 Central Ave.

Bayard, NM 88023

575-537-3327

Mayor - mayor@cityofbayardnm.com

City Clerk – bayardclerk@cityofbayardnm.com

This resolution shall take effect immediately upon its adoption.

PASSES, APPROVED AND ADOPTED by the City on this 19th day of August 2026.

GOVERNING BODY

CITY OF BAYARD

By:

John L. Ojinaga, Mayor

Attest: _____

Martha Salas, City Clerk Treasurer

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

25. Discussion/Action- Intent to Amend the City of Bayard Municipal Code, Section 40-60 "Landfill Services", to Establish a Solid Waste Sanitation Fee Based on regional Landfill Operational Charges Assessed to Bayard

Motion made by Councilor Medina, Seconded by Councilor Gray.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz, Councilor Gray

DEPARTMENT HEAD REPORTS

Wastewater Director, Steven Estrada stated there were lots of call outs due to the weather. Dement Electric completed the blower repairs.

Fire Chief, Gabe Gonzales stated they have held wild land fire training. Also, EMS training to stop the bleed. Assisted with Summer Fest. They are seeking new radios,

Police Chief, Hector Carrillo stated school is back in session. Officers are conducting walk throughs in each school.

City Clerk/Treasurer, Martha Salas announced the first Movie at the Park at the Bayard Little League. Also on September 19, 2026 is National Cleanup Day, there will be dumpsters out next to Public Safety Building. Residents can come and dump anything they need to get rid of. Community Clean-up will start at each mining district municipality in October. Audit will start on September 21, 2026.

MAYOR AND COUNCILORS REPORTS

Mayor Pro-tem Gonzales applauded all the department heads. He is very proud with the way the City of Bayard is being ran right now.

Councilor Gray stated the Beautification Committee is planning a Candy Drop Event on October 31, 2026. The committee is sponsoring a Bingo for the All-American Cheer.

Councilor Gilbert Ortiz thanked the fire department for the fast response with the injured volleyball player at the game on Tuesday night.

NEXT MEETING DATE:

Regular Meeting - September 16, 2026

ADJOURNMENT

August 20, 2026 5:58 p.m. (Reconvened meeting from August 19, 2026)

John L. Ojinaga
Mayor

ATTEST:

Martha Salas
Clerk Treasurer

ACCOUNTS PAYABLES

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>P.O.</u>
GENERAL FUND - 10-31 Police			P.O.
PNM	Monthly Street Light Bill	\$163.52	
Grant County Pest Control	Monthly Pest Control for City Buildings	\$28.88	
Ricoh	Monthly Printer Services	\$133.77	
Lexis Nexis	Monthly Police Software	\$215.25	
WNM Communications	Monthly Office Desk Phones	\$104.49	
Xfinity	Monthly Internet Bill	\$244.85	
Century Link	Monthly Fax Lines	\$248.12	
Amazon	Quarterly Supplies	\$198.00	11925
T-Mobile	Monthly Geotabs Bill	\$133.65	
T-Mobile	Monthly Cell Phone Bill	\$660.58	
M. Yvonne Gonzalez	Legal Services	\$3,425.24	
Spectrum	Monthly IT Services	\$1,398.18	
Krstal Mountain Water	5 Gallon Drinking Water	\$34.37	
Ricoh	Monthly Printer Payment	\$82.24	
New Mexico Gas Co	Monthly Bill	\$9.18	
Quill	Quarterly Supplies	\$16.24	11926
Walmart	Card Stock	\$8.97	11928
Galls	Shirts for Code Enforcer	\$178.50	11891
SBA Monarch	Monthly Tower Rental	\$335.02	
Family Dollar	New Broom	\$9.69	
Blue 360 Media	Annual Services	\$160.36	
TOTAL		\$7,789.10	

GENERAL FUND - 10-24 City Hall			P.O.
PNM	603 Tom Foy Blvd Ubit X-Mas	\$31.93	
PNM	Monthly Street Light Bill	\$830.61	
PNM	606 Alta Vista Unit Star	\$53.88	
Lumen	Monthly Long Distance	\$0.60	
Grant County Pest Control	Monthly Pest Control for City Buildings	\$53.24	
Ricoh	Monthly Printer Services	\$15.54	
WNM Communications	Monthly Office Desk Phones	\$208.98	
Century Link	Monthly Fax Lines	\$82.12	
Copies on the Run	National Clean Up Day Flyers	\$42.00	

Amazon	Popcorn Machine	\$282.13	11896
Amazon	File Folders for City Hall Office	\$122.40	11883
Amazon	Quarterly Supplies	\$17.68	11925
T-Mobile	Monthly Geotabs Bill	\$29.70	
T-Mobile	Monthly Cell Phone Bill	\$445.41	
M. Yvonne Gonzalez	Legal Services	\$5,569.15	
Spectrum	Monthly Printer Payment	\$67.11	
Spectrum	Monthly IT Services	\$4,401.25	
Xfinity	Internet for City Hall	\$312.46	
Silver City Daily Press	Quorum Legal Notice 08/12/26	\$15.44	
Krstal Mountain Water	5 Gallon Drinking Water	\$15.14	
Ricoh	Monthly Printer Payment	\$88.97	
New Mexico Gas Co	Old Fire Station	\$36.33	
New Mexico Gas Co	Monthly Bill for City Hall	\$35.91	
Quill	Quarterly Supplies	\$36.46	11926
Walmart	New Vacuum and Broom	\$111.98	11928
Sams Club	Supplies for Movies in the Park Concession stand	\$242.90	11887
TOTAL		\$13,149.32	

GENERAL FUND - 10-43 Parks		P.O.	
PNM	206 Hurley Ave Unit Park Loop	\$92.33	
PNM	Monthly Street Light Bill	\$380.55	
Grant County Pest Control	Monthly Pest Control for City Buildings	\$33.69	
Xfinity	Monthly Internet Bill for Little League	\$223.93	
Nueces Power Equipment	Parts for Backhoe	\$245.86	11920
Grant County Pest Control	Spray and Set Mouse Traps at Little League	\$145.98	
TOTAL		\$1,122.34	

GENERAL FUND - 10-34 ACO		P.O.	
Grant County Pest Control	Monthly Pest Control for City Buildings	\$43.66	
PNM	Monthly Bill for Animal Shelter	\$41.14	
Galls	Boots and Expandable Baton	\$187.25	11897
Galls	Shirts for ACO Officer	\$255.00	11891
Family Dollar	Dog Food	\$55.00	11914
Tractor Supply	Dog Food	\$51.33	

TOTAL	\$633.38
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<u>SOLID WASTE FUND - 160</u>		<u>P.O.</u>
Spectrum	Monthly Printer Payment	\$67.11
TOTAL:		\$67.11

<u>JNT WASTEWATER FUND - 170</u>		<u>P.O.</u>
PNM	Monthly Street Light Bill	\$106.95
Eurofins	Plant Tests 07/30 & 08/06	\$704.94
Grant County Pest Control	Monthly Pest Control for City Buildings	\$62.47
American Linen and Uniform Supply	Weekly Uniform Maint 08/03 & 08/10	\$98.00
Century Link	Monthly Fax Lines	\$224.68
Hughes Net	Monthly Internet Bill	\$138.35
The UPS Store	Weekly Sample Shipment 08/05, 08/12 & 08/13	\$873.13
QA Balance Services	Calibrate Lab Equipment and Thermometers	\$1,095.00
Amazon	Disposable Gloves	\$2,173.53
Amazon	Quarterly Supplies	\$26.49
T-Mobile	Monthly Geotabs Bill	\$14.85
T-Mobile	Monthly Cell Phone Bill	\$64.22
Spectrum	Monthly IT Services	\$393.54
American Linen and Uniform Supply	Weekly Uniform Maint 08/17 & 08/24	\$98.00
Eurofins	Plant Tests 08/13	\$113.01
Krstal Mountain Water	5 Gallon Drinking Water	\$64.66
The UPS Store	Weekly Sample Shipment 08/19	\$273.37
Bayard Food Basket	Distilled Water	\$3.58
Coleman	1 Gallon Water Jug	\$41.00
TOTAL:		\$6,569.77

<u>MUNICIPAL COURT FUND - 20</u>		<u>P.O.</u>
PNM	Monthly Street Light Bill	\$145.99
Grant County Pest Control	Monthly Pest Control for City Buildings	\$28.88
WNM Communications	Monthly Office Desk Phones	\$69.66
Xfinity	Monthly Internet Bill	\$97.00
Century Link	Monthly Fax Lines	\$54.01
Amazon	Quarterly Supplies	\$97.60
		11925

T-Mobile	Monthly Cell Phone Bill	\$44.88
Spectrum	Monthly IT Services	\$334.26
Copies on the Run	Receipt Books	\$122.48
New Mexico Gas Co	Monthly Bill	\$10.29

TOTAL: **\$1,005.05**

<u>COMM. CENTER FUND - 200</u>		<u>P.O.</u>
PNM	Monthly Street Light Bill	\$569.71
Grant County Pest Control	Monthly Pest Control for City Buildings	\$43.66
Century Link	Monthly Fax Lines	\$307.37
New Mexico Gas Co	Monthly Bill	\$50.85
Humphreys	Monthly Grease Trap	\$182.96
Starlink	Monthly Internet	\$120.00
TOTAL:		\$1,274.55

<u>LIBRARY FUND - 210</u>		<u>P.O.</u>
PNM	Monthly Bill	\$568.77
Grant County Pest Control	Monthly Pest Control for City Buildings	\$43.66
Ricoh	Monthly Printer Services	\$56.63
WNM Communications	Monthly Office Desk Phones	\$69.66
Xfinity	Monthly Internet Bill	\$290.99
Century Link	Monthly Fax Lines	\$62.58
Las Cruces Sun News	Subscription	\$24.00
Amazon	Time Clock Ribbon	\$9.69
Amazon	Quarterly Supplies	\$159.10
Cristian Uribe	Monthly Website Maintenance	\$216.23
T-Mobile	Monthly MiFi	\$151.85
T-Mobile	Monthly Cell Phone Bill	\$45.81
Ralph/Marie Carter	Monthly Landscape Care Services	\$322.88
Krstal Mountain Water	5 Gallon Drinking Water	\$11.64
Ricoh	Monthly Printer Payment	\$80.65
New Mexico Gas Co	Monthly Bill	\$34.37
Quill	Quarterly Supplies	\$149.29
Biblionix	Apollo Annual Subscription	\$990.00

TOTAL: **\$3,287.80**

<u>MUNICIPAL STREETS FUND- 240</u>		<u>P.O.</u>
PNM	Monthly Street Light Bill	\$4,243.77
Nueces Power Equipment	Parts for Backhoe	\$468.21 11920
TOTAL:		\$4,711.98

<u>Maintenance 150</u>		<u>P.O.</u>
PNM	Cameron Crk/City Wells Unit PMP#3	\$198.48
PNM	Monthly Street Light Bill	\$3,356.74
Grant County Pest Control	Monthly Pest Control for City Buildings	\$31.84
WNM Communications	Monthly Office Desk Phones	\$34.83
Gila Health Resources	Drug Test	\$111.00
Nueces Power Equipment	Parts for Backhoe	\$92.64 11920
Amazon	Quarterly Supplies	\$28.73 11925
T-Mobile	Monthly Geotabs Bill	\$133.65
T-Mobile	Monthly Cell Phone Bill	\$140.06
Spectrum	Monthly Printer Payment	\$67.11
Spectrum	Monthly IT Services	\$779.94
Badger Meter	Monthly Meter Services	\$418.07
Krstal Mountain Water	5 Gallon Drinking Water	\$49.48
New Mexico Gas Co	Monthly Bill	\$37.88
Xfinity	Monthly Internet Bill	\$118.04
Craigentagert Supply	Bleach for boosters	\$582.50 11901
Coleman	1 Gallon Water Jug	\$100.95 11903
Oreillys	Supplies for Shop	\$363.26 11881
Energy Worldnet	Line Location Test for Maint	\$250.00
TOTAL:		\$6,895.20

<u>FIRE FUND- 30</u>		<u>P.O.</u>
PNM	Monthly Street Light Bill	\$274.46

Grant County Pest Control	Monthly Pest Control for City Buildings	\$28.88
WNM Communications	Monthly Office Desk Phones	\$69.66
Xfinity	Monthly Internet Bill	\$96.99
T-Mobile	Monthly Geotabs Bill	\$14.85
T-Mobile	Monthly Cell Phone Bill	\$44.88
M. Yvonne Gonzalez	Legal Services	\$379.27
Spectrum	Monthly IT Services	\$470.83
Airgas	Oxygen Tank Rental	\$117.59
New Mexico Gas Co	Monthly Bill	\$17.25

TOTAL: **\$1,514.66**

<u>SEWER FUND- 155</u>		<u>P.O.</u>
Nueces Power Equipment	Parts for Backhoe	\$306.52 11920
Spectrum	Monthly Printer Payment	\$67.11

TOTAL: **\$373.63**

<u>Beautification 430</u>	<u>P.O.</u>
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TOTAL: **\$0.00**

TOTAL: **\$48,393.89**

**BAYARD POLICE DEPARTMENT
MONTHLY REPORT
August, 2026**

Item 5.

Traffic Activity

Accidents	2
Traffic Stops Made	218
Citations Issued	249
Municipal: 198	
Magistrate: 33	
Written Warnings: 18	
Stop Sign: 30	
DWI	2
Motorist Assists	4
Reckless driver	2
Missing or Stolen vehicle	1
Recovered:	1
Stationary patrols	3
Traffic/Parking complaints	2

Criminal Activity

Arrests	33
Burglary/Larceny	2
Criminal damage	1
Domestic calls	8
Inj./Tamp. with vehicle	1
Harassment	3
Unwanted subject	4
Shoplifting	2
Fraud/Embezzlement	1
B&E	6
Disturbance	5
Littering	1
Graffiti	2
Indecent exposure	1

General Activity

Civil stand by	5
Welfare check	10
Meetings/classes	4
Follow up investigations	8
Alarm	3
Noise complaints	1
Shots fired	1
Fireworks	2
Animal call	8
Dog bite	1
Smoke	1
Odor	1
Livestock-goat	4
Suicide threat	2

Suspicious activity	30
Foot patrol	12
Frequent patrols	73
Business check	12
School check	17
Citizen contact	17
Citizen assists	12
Found property	1
Criminal Trespass	4
Medical assists	4
Attempt to serve	7
Public service	2
Child exchange	1

Special Detail

STEP activities	7
Movie in the park	1

Juvenile Activity

Narcotic violations	3
Citations	1
Possession of drug paraphernalia	
Unlawful carrying of deadly weapon	1

TOTAL CALLS FOR SERVICE 162

Offense/Incident reports generated 42

Larceny (\$250 or less)
 Informational-Welfare check
 Breaking & Entering; Criminal damage to property
 Bench warrant x3
 Crash Report
 Citizen assistance-school issue
 Littering; Disorderly conduct
 Bench warrant
 Warrant x2
 False imprisonment; Battery on household member
 Stolen motor vehicle (then RECOVERED)
 Traffic stop leading to executed search warrant
 Unauthorized graffiti
 Unauthorized graffiti
 Warrant arrest
 Bench warrant
 DWI; Open container; Improper equipment
 Bench warrant x2
 Running at large x3; Dangerous dog x3; No rabies vac x3; No lic. x3
 Warrant arrest
 Possession of drug paraphernalia prohibited
 Criminal damage to property
 Burglary x4; B&E x4; Possession of burglary tools

Criminal trespass; Shoplifting
 B&E; Criminal trespass; Warrants x2
 Driving while license revoked
 Unlawful carrying of a deadly weapon
 Indecent exposure
 Battery on household member; Criminal damage to property
 Disorderly conduct; Criminal trespass
 Narcotic violation (found contraband)
 Bench warrant
 Driving while revoked; Open container
 Warrant x2
 Aggravated DWI; Warrant x2
 Criminal sexual contact of a minor
 Warrant arrest
 Traffic stop informational
 Warrant x4
 Battery on a household member; Deprivation of property; Criminal
 damage to property
 Bench warrant arrest
 Injuring/Tampering with a motor vehicle; Criminal trespass

<u>Calls responded to by Grant County Sheriff's Dept</u>	4
Alarms	2
Welfare checks	2

BAYARD CODE ENFORCEMENT MONTHLY ACTIVITY REPORT

Item 5.

OFFICER: Valerie Barboa

MONTH OF: August 2026

DATE	TIME RECEIVED	SORCE OF COMPLAINT	COMPLAINANT, LOCATION, TYPE OF ACTIVITY AND ACTION TAKEN
8/5/26		Code Enforcement	• 309 Chino St. - Complaint of trash piled in backy - Salas – In person complaint. • 901 Empire St. - Partially demolished trailer on mine property. - Jack Barragan – Freeport • 7 Park St. - Sewer – Met with resident and NMEA at residence. Spoke to Martha regarding the issue. - City of Bayard • 109 S. Yucca - Complaint of trees needing to be trimmed. • Office – Met with Mayor and Chief. • Office -Met with Chuck Gray. • Office – Phone Calls - Follow-ups for Lucero property (Mckee), Trash around trash bin (Housing Authority), Trailer on property (Barragan). Abandoned home (Daniel Carbajal).
8/7/26			• 400 Poplar St. - Complaint of weeds and abandoned vehicle. Also complaint of neighbor next to 400 Poplar St. • 7 Park St. - Property owner is working on the issue. • 711Fahey St. - Complaint of junk in backyard. • City of Bayard - Follow-up with pending violations. • Office – Phone Calls. • Drove through city to identify any new violations.
8/11/26			• 218 Mayo St. - Complaint of trash piling up in back of trailer. • City of Bayard - Checked on pending code violations.

			• Office - Attempted to contact residents with pending violations • 420 N. Railroad – Complaint of weeds/debris. • Corner of Virginia/Vanadium - Complaint of debris piled up outside of property. • City of Bayard - Drove through city to identify any new violations. • Worked on files.
8/12/26			• Vanadium/Orchard - Complaint of weeds/debris on property. I will attempt to contact Ms. Luab. • City of Bayard - Checked on pending code violations. • Central Ave. - Spoke to L. Dominguez about moving trailer. • 119 Pine St. - Spoke to K. Bounds about removal of trailer. • Grant St. - Spoke to Mr. Kirker about trash removal. • City of Bayard- Attempted to contact property owners. • Office - Researched properties.
8/13/26			• 401 Empie St. - Left Notice on camper door. Ms. Peterson is still residing on the property living in a camper trailer. • Garcia Fence - Verified trash and debris has been cleaned from alley way. • 714 Lusk St. - Complaint of trash all around property. I have cited the occupant several times. Will continue to do so. • 405 Ruby St. - Complaint of abandoned home, weeds, debris. • 404 Pearl St. - Home needs to be demolished and property needs to be cleaned. • Office - Attempted to contact property owners. • Office - Made contact with property owners with pending violations.

8/14/26			• Attempted to again contact property owners across from Family Dollar. (broken into lots) • Canyon St. – Complaint about vacant property (Neal property). • 1005 Blackhawk – Complaint of property – Weeds/debris. New property owner will be working on the property. • Attempted to contact Snappy Mart owner regarding weeds adjacent to property. • Worked on files. • Attempted to contact property owners of pending violations. • Drove through city to identify any new violations.
8/18/26			• Complaint of property at corner of Ruby St. (R. Placencio) • Camper parked on street at end of Watson/Vanadium. • Drove through the city and left several notices at residents doors, regarding overgrown weeds. • Attempted to contact several property owners regarding new code violations. • Researched several properties.
8/19/26			• Spoke to Mr. Vesely regarding remaining trailers that need to be demolished. He is waiting for the person he hired to get back to town. • Verified Freeport has sprayed weeds and removed them on Virginia and Canyon. • Researched abatement process. • Drafted letters for vacant/neglected properties. • Worked on files.
8/20/26			• Mailed out Notices to property owners of vacant lots. • Drove through city to check on pending violations. • Made calls to property owners who have not corrected violations. • Worked on paperwork for abatements.

			• Second complaint of property owner warming his vehicle in the morning and exhaust getting into the neighbors home (corner of Royal/Winifred (Duran)). • Updated files.
8/21/26			• Complaint at 717 Taylor. Property is owned by bank. The person who was residing at the property is incarcerated. Will need to staff with Chief. • Complaint at 700 Erie. Will need to research the property. • Follow-up at 7 Park St. Maintenance cutting through the pavement so property owner can accurately correct the issue. • Verified property at 610 Lusk St. have been cleaned and properly secured. • Worked on updating files. • Made several phone calls to property owners regarding pending violations.
8/25/26			• Drove through city to check on pending violations. • Office – updated files • Worked on abatement drafts. • Researched properties. • Complaint at 708 Rogers. Will again contact Mr. Vannatter. • Complaint of half demolished trailers on Virginia St. Explained to caller that Mr. Vesely is working on the issue. • Several phone calls made to property owners.
8/26/26			• Another complaint at 400 Poplar St. Spoke to O. Merino who stated he will be sending someone to remove the inoperable vehicle in front of property. • Spoke to individual from Las Cruces Archdiocese. She will be having someone make contact with me regarding their property. • Drove through city to identify any new violations.

			• Issued several Notices to Correct to property owners. • Updated files.
8/27/26			• 118 Rosemary St. – Will staff this property with Chief. I believe the property owner is incarcerated (A. Rios). • Worked on citations. • Researched properties. • Spoke to B. Castanon about removing abandoned vehicles off his property on Central Ave. • Complaint of trees crossing into neighbors property on Royal St. • Worked on files. • Made several calls to property owners.
8/28/26			• Drove through city to identify any new violations. • Attempted to make contact with property owners at their residence.. • Verified vehicle in alley way behind Chino St. has not been removed. Will issue citations. • Another complaint at 714 Lusk St. I have spoke to the bank regarding this property. They have foreclosed on the home. They are in the process of eviction. • Complaint of trash falling out of bin on Ruby St. I made contact with the owner. • Worked on updating files. • Made several phone calls to property owners.

BAYARD ANIMAL CONTROL MONTHLY ACTIVITY REPORT

OFFICER: Hope Lozano #949

MONTH OF: August

DATE	TIME RECEIVED	SORCE OF COMPLAINT	COMPLAINANT, LOCATION, TYPE OF ACTIVITY AND ACTION TAKEN
08/03/2026	0800	412 Orchard St	Two dogs running loose: One reddish-tan dog and one older dobberman. The reddish tan dog was caught and taken to shelter.
08/03/2026	1015	412 Orchard St	Angela who called in earlier has dobberman on her porch. Went and pickedup, transported to Arenas Valley vet for medical evaluation
08/03/2026	1130	421 Maple St	Conducted follow up on dog bite. Found owner was in compliance.
08/03/2026	1405	418 Oak St	Followed up on pitbull that was picked up on 08/02/2026
08/03/2026	1430	408 Oak St	Left a contact card for owner stating that the dog in our custody might be there's to please contact me. Dog will be held in crate at office overnight.
08/03/2026	1650	Arenas valley vet	Returned call on dobberman, was informed dog had aggressive cancerous tumor and doc said with age better to euthanize then surgery. Gave permission.
08/04/2026	0935	408 Oak St.	Found owner for the dog we had here at office. Owner is Rodrigo Licon, followed me to office to pick up his dog.
08/06/2026	0900	305 Ruby St	Dog keeps jumping neighbors fence. Dog belongs to Michael Gonzales, went to last known address. No contact wrote citation asked court to deliver summons.
08/07/2026	0857	Railroad St	Rabbits and rooster making dogs bark. Went to 306 Railroad spoke to Steve, he said rabbits keep roaning free causing dogs to bark also roosterwont bequiet. Went to 310 Railroad knocked on door no one was home, left warning notice on door. Will check back on Monday.
08/10/2026	1000	Follow up	Dog running loose Michael Gonzales no longer staying there, camper is not there anymore.

08/10/2026	1020	Follow up	Checking to see if dogs were abandoned, did not see any presence of dogs.
08/10/2026	1245	Follow up	Complaint about roosters at 310 Railroad Josie Camancho said she got rid of roosters, also informed her she needed to keep all her rabbits in cages.
08/10/2026	1545	Kristiana Sedillios	Came to crosswalk to inform me that her and her daughter was just attacked by three dogs. Left crosswalk followed her to where dogs lied. Contacted owner of dogs Linda Nelson Quaratined dogs at silver shelter.
08/11/2026	0810	Follow up	Followed up with Linda Nelson to have her sign paperwork from shelter.
08/12/2016	1000	Follow up	Picked up paperwork from Linda nelson
08/17/2026	0900	303 North St	Dog no food or water. Went to address spoke w/ owner of dog. Dog had water but no food in dish. Owner said only feeds once a day. Informed owner that water dish needs to be cleaned and given fresh water. Dish had moss growing in water dish.. Will follow up tomorrow to confirm that there is fresh water and clean dish.
08/18/2026	1145	Follow up	303 North St dog had fresh dish and water.
08/21/2026	0900	504 north st	Loose rottweiler loose always at his house eating his cats food. Dog belongs to neighbor at 505 Vencill st. Made contact gave written warning about there dog.
08/24/2026	1100	504 North St	Rottweiler still coming into his yard. Went to 505 vencil no answer
08/25/2026	1115	Arenas valley vet	Took dog from shelter to vet for infected eye. Vet said needed surgery. Left overnight.
08/31/2026	0900	800 empire	Dogs barking excessively. Spoke with owner of dogs gave written warning.
08/31/2026	1000	300 chino	Dogs loose on his property. Spoke with owner of dogs, gave 4 citations.
08/31/2026	1030	315 empire	Spoke with owner of dog/goat gave written warning on dog and informed owner no goats or

			other livestock allowed with in city limits. Gave 3 days to find new home	Item 5.
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TOTAL FOR MONTH

COMPLAINTS ANSWERED

CANINES PICKED UP

FELINES PICKED UP

CITATIONS ISSUED

SKUNKS

ANIMAL ABUSE

OTHER:_____

**BAYARD POLICE DEPARTMENT
VEHICLE EXPENSE REPORT - AUGUST 2026**

Item 5.

Vehicle Make: 2023 FORD PICK UP #103

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
4-Aug	Sanco Bayard	16.673	68.34			33910	228016	MG-942
11-Aug	Sanco Bayard	20.848	81.29			34113	237593	MG-942
12-Aug	Sanco Bayard	12.285	47.90			34252	239460	MG-942
18-Aug	Sanco Bayard	17.09	68.34			34438	248313	MG-942
24-Aug	Sanco Bayard	15.921	63.67			34615	256618	MG-942
TOTALS		82.817	\$329.54	\$0.00	\$0.00			

Recapitulation

Speedometer Reading

Fuel	\$329.54
Oil	
Mic	
TOTAL	\$329.54

End of month mileage	34615
First of month mileage	33910
Total miles	705
Miles per gallon	8.513

Vehicle Make: 2023 FORD P/U #104

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
12-Aug	Sanco Bayard	13.351	52.06			35280	239461	TJ-943
17-Aug	Sanco Bayard	15.277	61.09			35456	246939	TJ-943
21-Aug	Sanco Bayard	14.19	56.75			35647	252540	TJ-943
23-Aug	Sanco Bayard	16.966	67.85			35795	255550	TJ-943
27-Aug	Sanco Bayard	13.544	54.16			35945	261072	TJ-943
TOTALS		73.328	\$291.91	\$0.00	\$0.00			

Recapitulation

Speedometer Reading

Fuel	\$291.91
Oil	
Mic	
TOTAL	\$291.91

End of month mileage	35945
First of month mileage	35280
Total miles	665
Miles per gallon	9.069

Vehicle Make: 2018 FORD EXPLORER #102

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
TOTALS		0	\$0.00	\$0.00	\$0.00			

Recapitulation

Fuel	\$0.00
Oil	
Mic	
TOTAL	\$0.00

Speedometer Reading

End of month mileage	
First of month mileage	
Total miles	0
Miles per gallon	#DIV/0!

Vehicle Make: 2018 FORD PICKUP #101

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
1-Aug	Sanco Bayard	10.104	41.42			84160	223191	OL-945
2-Aug	Sanco Bayard	8.743	35.84			84255	224559	OL-945
5-Aug	Sanco Bayard	7.099	29.10			84328	228553	OL-945
11-Aug	Sanco Bayard	8.974	35.00			84429	237467	OL-945
14-Aug	Sanco Bayard	10.25	40.00			84546	241855	OL-945
15-Aug	Sanco Bayard	8.455	32.97			84630	243382	OL-945
16-Aug	Sanco Bayard	8.731	34.04			84706	245100	OL-945
19-Aug	Sanco Bayard	7.51	30.00			84738	249029	OL-945
20-Aug	Sanco Bayard	8.238	32.94			84827	250324	OL-945
24-Aug	Sanco Bayard	6.52	26.07			84894	256412	OL-945
25-Aug	Sanco Bayard	9.775	39.09			85015	257852	OL-945
28-Aug	Sanco Bayard	11.157	44.56			85135	262372	OL-945
29-Aug	Sanco Bayard	7.479	29.91			85221	264009	OL-945
30-Aug	Sanco Bayard	6.854	27.41			85284	265380	OL-945
TOTALS		119.889	\$478.35	\$0.00	\$0.00			

Recapitulation

Fuel	\$478.35
Oil	
Mic	
TOTAL	\$478.35

Speedometer Reading

End of month mileage	85284
First of month mileage	84160
Total miles	1124
Miles per gallon	9.375

Vehicle Make: 2016 FORD TAURUS #80

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
3-Aug	Sanco Bayard	15.911	65.22			86882	226545	TJ-943
7-Aug	Sanco Bayard	14.827	57.81			87117	232325	TJ-943
9-Aug	Sanco Bayard	14.456	56.36			87267	234744	TJ-943
TOTALS		45.194	\$179.39	\$0.00	\$0.00			

Recapitulation

Fuel	\$179.39
Oil	
Mic	
TOTAL	\$179.39

Speedometer Reading

End of month mileage	87267
First of month mileage	86882
Total miles	385
Miles per gallon	8.519

Vehicle Make: 2016 FORD TAURUS #100

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
2-Aug		13.625	55.85					JD-947
6-Aug	Sanco Bayard	15.032	61.62			82921	231108	JD-947
10-Aug	Sanco Bayard	12.575	49.03			83107	237161	JD-947
13-Aug	Sanco Bayard	15.472	60.33			83318	240678	JD-947
16-Aug		14.533	56.66			83568		JD-947
17-Aug		12.554	50.20			83756		JD-947
19-Aug	Sanco Bayard	12.452	49.80			83957	248866	JD-947
25-Aug	Sanco Bayard	14.596	58.37			84175	258377	JD-947
26-Aug	Sanco Bayard	16.266	65.05			84393	119909	JD-947
29-Aug	Sanco Bayard	13.609	54.42			84622	265034	JD-947
30-Aug	Sanco Bayard	13.466	53.85			84867	266414	JD-947
31-Aug		12.377	49.37			87441		JD-947
		13.625	55.85					JD-947
TOTALS		180.182	\$720.40	\$0.00	\$0.00			

Recapitulation

Fuel	\$720.40
Oil	
Mic	
TOTAL	\$720.40

Speedometer Reading

End of month mileage	87441
First of month mileage	82921
Total miles	4520
Miles per gallon	25.086

Vehicle Make: 2016 FORD TAURUS #50

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
TOTALS		0	\$0.00	\$0.00	\$0.00			

Recapitulation

Fuel	\$0.00
Oil	
Mic	
TOTAL	\$0.00

Speedometer Reading

End of month mileage	
First of month mileage	
Total miles	0
Miles per gallon	#DIV/0!

Vehicle Make: FORD EXPLORER CODES UNIT

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
13-Aug	Sanppy 210	11.96	50.00			72257	657310	VB-950
27-Aug	Snappy 210	11.96	50.00			72350	661022	VB-950
TOTALS		23.92	\$100.00	\$0.00	\$0.00			

Recapitulation

Fuel	\$100.00
Oil	
Mic	
TOTAL	\$100.00

Speedometer Reading

End of month mileage	72350
First of month mileage	72257
Total miles	93
Miles per gallon	3.888

Vehicle Make: 2020 FORD F-250 ACO UNIT

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
3-Aug		20.376	85.36			33221	269674	HL-949
11-Aug		23.547	90.87			33416	278206	HL-949
		18.14	70.00			33599	291469	HL-949
TOTALS		62.063	\$246.23	\$0.00	\$0.00			

Recapitulation

Fuel	\$246.23
Oil	
Mic	
TOTAL	\$246.23

Speedometer Reading

End of month mileage	33599
First of month mileage	33221
Total miles	378
Miles per gallon	6.091

Vehicle Make: 2024 DODGE DURANGO UNIT #105

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
13-Aug	Sanco Bayard	22.994	89.65			18395	240282	HC-941
24-Aug	Sanco Bayard	22.095	88.36			18763	256398	HC-941
31-Aug	Sanco Bayard	18.467	73.85			19054	266763	HC-941
TOTALS		63.556	\$251.86	\$0.00	\$0.00			

Recapitulation

Fuel	\$251.86
Oil	
Mic	
TOTAL	\$251.86

Speedometer Reading

End of month mileage	19054
First of month mileage	18395
Total miles	659
Miles per gallon	10.369

Vehicle Make: 2023 DODGE CHARGER UNIT #106

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
1-Aug	Sanco Bayard	15.614	64.00			10246	224209	LG-944
6-Aug	Sanco Bayard	16.348	67.01			10387	229894	LG-944
10-Aug	Sanco Bayard	11.028	43.00			10490	237136	LG-944
12-Aug	Snappy 210	14.056	59.02			10611	657121	LG-944
19-Aug	Sanco Bayard	13.504	54.00			10870	250017	LG-944
24-Aug	Sanco Bayard	14.505	58.01			11002	257375	LG-944
28-Aug	Sanco Bayard	16.506	66.01			11177	263300	LG-944
29-Aug	Sanco Bayard	12.003	48.00			11283	265035	LG-944
TOTALS		113.564	\$459.05	\$0.00	\$0.00			

Recapitulation

Fuel	\$459.05
Oil	
Mic	
TOTAL	\$459.05

Speedometer Reading

End of month mileage	11283
First of month mileage	10246
Total miles	1037
Miles per gallon	9.131

Vehicle Make: 2020 FORD EXPLORER UNIT #107

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
4-Aug	Sanco Bayard	16.823	74.00			146223	228235	AD-946
8-Aug	Sanco Bayard	16.772	72.10			146377	234185	AD-946
10-Aug	Sanco Bayard	17.203	73.96			146636	235839	AD-946
13-Aug	Sanco Bayard	17.68	76.01			146822	241284	AD-946
23-Aug	Sanco Bayard	17.015	68.04			146971	255887	AD-946
27-Aug	Sanco Bayard	15.328	61.30			147108	260709	AD-949
28-Aug	Sanco Bayard	15.729	62.90			147271	262381	AD-946
TOTALS		116.55	\$488.31	\$0.00	\$0.00			

Recapitulation

Fuel	\$488.31
Oil	
Mic	
TOTAL	\$488.31

Speedometer Reading

End of month mileage	147271
First of month mileage	146223
Total miles	1048
Miles per gallon	8.992

City of Bayard Wastewater Treatment Plant
Monthly Report
Reporting Period: August 2026 - September 2026

The Wastewater Treatment Plant continued to operate reliably throughout the reporting period. Staff focused on preventative maintenance, infrastructure repairs, sludge management, grounds maintenance, and emergency response activities while maintaining compliance with operational requirements.

Operations and Maintenance

Repaired the wash water line using Schedule 80 PVC pipe to improve system reliability and durability.

Rebuilt the wash water pump and returned it to service.

Rebuilt Drying Bed No. 1 to improve sludge handling operations.

Repaired a leaking toilet in the laboratory building.

Continued weed control efforts throughout the treatment plant grounds to maintain a clean and safe facility.

Emergency Response

Responded to three after-hours call-outs related to power outages and blower failures.

Staff addressed operational issues promptly to minimize impacts on plant performance and maintain continuous treatment operations.

Facility Improvements

Removed bird nests from the Influent Lift Station and Aeration Basin with assistance from the Maintenance Department and the vacuum truck.

Continued general housekeeping and maintenance efforts throughout the facility.

Sludge Management

Hauled multiple loads of sludge to the landfill in accordance with approved disposal procedures.

Continued managing sludge inventory to maintain operational efficiency and regulatory compliance.

Interdepartmental Coordination and Safety

Conducted the monthly safety meeting with the Maintenance Department to discuss workplace safety, ongoing projects, and operational coordination.

Continued cooperation between departments to support plant operations and maintenance activities as needed.

Maintenance Department personnel assisted WWTP staff with bird nest removal efforts and vacuum truck operations.

Plant Performance and Compliance

All required testing, sampling, and laboratory analyses were completed during the reporting period.

Laboratory results and operational performance indicators remained within acceptable limits.

The plant remained in compliance with applicable operational and regulatory requirements.

Respectfully Submitted,

Stephen Estrada
Wastewater Treatment Plant Superintendent
City of Bayard Wastewater Treatment Plant

City of Bayard Vol. Fire Department

Monthly Service Report



July 2026

Service Report

Fire Service Calls					
Date	City	Address	Fire Type	Apparatuses	Responders
08/01/26	Hurley	Highway 108 mm 122	Traffic Control	E-1, B-1	4
08/01/26	Bayard	Fahey & Royal	Traffic Control	E-1, B-1	5
08/01/26	Bayard	N Canyon & Vanadium	Traffic Control	E-1, B-1	5
08/05/26	Hurley	300 Carrasco Ave	Fire Alarm	C-1, E-2	4
08/14/26	Bayard	1810 Virginia St	Odor Check	B-1, E-2	4
08/17/26	Bayard	1300 Tomy Foy Blvd	Smoke	B-1, E-2	4

EMS Service Calls

City	Total
Bayard	33
Hurley	10
N. Hurley	0
Total:	43

Training Report

City of Bayard Vol. Fire Department

Monthly Service Report



Fire Training

Date	Training Location	Subject	Responders Attended
8/6/26	Bayard Fire Dept.	High Angle Rescue w/Ropes	Officers-2 Members-2
8/13/26	Bayard Fire Dept	Structure Fire Search & Rescue	Officers-3 Members-5
8/27/26	Bayard Fire Dept.	Ventilation Techniques	Officers-3 Members-4
8/28/26	Convention Center Silver City	Emergency Response for Neurodivergent & Needs Population	Officers-2 Members-3

EMS Training

Date	Training Location	Subject	Responders Attended

Equipment Report

Fire Apparatuses

Apparatus	Status	Inspection Date	Issues Identified	Mileage/Hrs.
Engine-1	In-service	08/03/26	Good working order	100,875.6 / 1,826.2 Hrs.
Engine-2	In-service	08/03/26	Good working order	18,826.0/ 1,839 Hrs.
Brush-1	In-service	08/03/26	Good working order	15,123.5/ 2,106.7Hrs.
Command-1 (F-150)	In-Service	08/03/26	Good working order	46,962.2
Command-2 (SUV)	In service	08/03/26	Good working order	296,334

Equipment

Item	Date	Status	Return to Service Plan
------	------	--------	------------------------

City of Bayard Vol. Fire Department

Monthly Service Report



Safety Report

Safety/Incidents		
Date	Incident	Outcome
		No Safety Issues Reported

Community Service Report

Community Services/Events				
Date	Type	Location	Service/ Event Description	Personnel
08/28/26	Public Service	Copper Little League	Movie in the Park	6

Department Updates:

1. First Due continues to work great without issues. The department will continue to work with FirstDue to upload pre-plans and equipment inventory.
2. The department has applied for the annual Fire Grant, seeking new radios and stipend.
3. The department seeks to send 7 members to attend the 2026 NM Fire & EMS Expo

Submitted by,

Andrea Carbajal, EMT-B
Bayard Fire Department Secretary

Name	RECIEPT #	Date	amount of fine	Warrant/ adm fee	TOTAL
Ramon Salais	128463	8/3/2026	40.00		40.00
Mtthew Dixon	128464	8/3/2026	40.00		40.00
Lin Gu	128465	8/3/2026	60.00		60.00
Benjamin Crum	128466	8/3/2026	40.00		40.00
Cindy Bredeson	128467	8/3/2026	40.00		40.00
Patricio Mortin	128468	8/3/2026	115.00		115.00
Savanna Swapp	128469	8/4/2026	40.00		40.00
matthew robeerts	128470	8/4/2026	40.00		40.00
Miguel Pena	128471	8/4/2026	75.00		75.00
Maria Rengal	128472	8/4/2026	40.00		40.00
Luis Nenez	128473	8/4/2026	60.00		60.00
danjaiha sandoval	128474	8/4/2026	465.00		465.00
david amador	128475	8/5/2026	20.00		20.00
Jacquiline Salcido	128476	8/5/2026	75.00		75.00
jonathan lopez	128477	8/10/2026	40.00		40.00
Charles Budd	128478	8/10/2026	40.00		40.00
Bryson Mcneil	128479	8/10/2026	325.00		325.00
luis diaz	128480	8/11/2026	60.00		60.00
may johnson	128481	8/12/2026	105.00		105.00
Dniel Rodriguez	128482	8/17/2026	60.00		60.00
Haedy Agan	128483	8/17/2026	60.00		60.00
Regina Jacquez	128484	8/17/2026	80.00		80.00
Grcila carreon	128485	8/17/2026	60.00		60.00
Adam Moranville	128486	8/17/2026	60.00		60.00
Julian Munoz	128487	8/18/2026	60.00		60.00
Felix Omar	128488	8/18/2026	75.00		75.00
Marcus Sanchez	128489	8/18/2026	75.00		75.00
	128490	1/0/1900	0.00		0.00
Matthew Lebar	128491	8/18/2026	40.00		40.00
Phillip Cobos	128492	8/19/2026	60.00		60.00
Deandrea Morones	128493	8/19/2026	20.00		20.00
Christain Hernandez	128494	8/24/2026	60.00		60.00
Myra Ley	128495	8/24/2026	60.00		60.00
Jesus Tacho	128496	8/25/2026	60.00		60.00
Ezikel Sandoval	128497	8/25/2026	55.00		55.00
Isabelle mata	128498	8/25/2026	60.00		60.00
Jose Morin	128499	8/25/2026	30.00		30.00
reina Dalton	128500	8/25/2026	25.00		25.00
Joseph ortiz	128501	8/25/2026	60.00		60.00
Michael Hernnndz	128502	8/25/2026	75.00		75.00
Jose Castillo	128503	8/25/2026	85.00		85.00
gloria Sifuentes	128504	8/26/2026	100.00		100.00
anthony jaramillo	128505	8/26/2026	40.00		40.00
Adrian Moreno	128506	8/31/2026	85.00		85.00
Adam Ochoa	128507	8/31/2026	75.00		75.00
Vincent Raucci	128508	8/31/2026	340.00		340.00
Estegan Rodriguez	128509	5/31/2026	185.00		185.00
	128510				
	128511				
	128512				
	128513				
	128514				
	128515				
	128516				
	128517				
	128518				
total					
			3,765.00		3765.00

DATE	AUTOMATIC	JUDICIAL	COURT	FINES	ADM /Warrant	COPY	TOTAL	
8/3/2026				\$40.00			\$40.00	
8/3/2026				\$40.00			\$40.00	AUGUST 2026 CITATIONS IN
8/3/2026				\$60.00			\$60.00	traffic- 165
8/3/2026				\$40.00			\$40.00	Animal - 4
8/3/2026				\$40.00			\$40.00	code enfrc.- 0
8/3/2026				\$115.00			\$115.00	CRIMINAL COMPLAINTS-
8/4/2026				\$40.00			\$40.00	
8/4/2026				40.00			\$40.00	
8/4/2026				465.00			\$465.00	summons issued- 4
8/4/2026				\$20.00			\$20.00	clients in person-55
8/4/2026				\$75.00			\$75.00	
8/4/2026				\$40.00			\$40.00	closed cases- 44
8/5/2026				\$40.00			\$40.00	dismissed fixit cases-
8/5/2026				\$20.00			\$20.00	tials scheduled - 3
8/5/2026				\$75.00			\$75.00	Warrants issued - 4
8/5/2026				\$40.00			\$40.00	back ground checks - 2
8/10/2026				\$40.00			\$40.00	
8/10/2026				\$325.00			\$325.00	
8/11/2026				\$60.00			\$60.00	
8/12/2026				\$105.00			\$105.00	
8/17/2026				\$60.00			\$60.00	
8/17/2026				\$60.00			\$60.00	
8/17/2026				\$80.00			\$80.00	
8/17/2026				\$60.00			\$60.00	
8/17/2026				\$60.00			\$60.00	
8/18/2026				\$60.00			\$60.00	
8/18/2026				\$75.00			\$75.00	
8/18/2026				\$75.00			\$75.00	
8/18/2026				\$40.00			\$40.00	
8/19/2026				\$60.00			\$60.00	
8/19/2026				\$20.00			\$20.00	
8/24/2026				\$60.00			\$60.00	
8/24/2026				\$60.00			\$60.00	
8/25/2026				\$60.00			\$60.00	
8/25/2026				\$55.00			\$55.00	
8/25/2026				\$60.00			\$60.00	
8/25/2026				\$30.00			\$30.00	
8/25/2026				\$25.00			\$25.00	
8/25/2026				\$60.00			\$60.00	
8/25/2026				\$75.00			\$75.00	
8/25/2026				\$85.00			\$85.00	
8/26/2026				\$100.00			\$100.00	
8/26/2026				\$40.00			\$40.00	
8/31/2026				\$85.00			\$85.00	
8/31/2026				\$75.00			\$75.00	
8/31/2026				\$340.00			\$340.00	
8/31/2026				\$185.00			\$185.00	
Totals	\$0.00	\$0.00	\$0.00	\$3,765.00	FALSE	\$0.00	\$3,765.00	

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19-23, 2026

INSTITUTE REGISTRATION



OCTOBER 19-23, 2026

Includes all sessions for the entire week

ACADEMY REGISTRATION

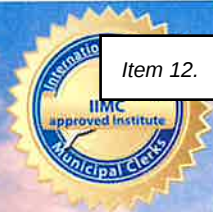


OCTOBER 21-23, 2026

Includes sessions Wednesday through Friday

SCHOLARSHIPS WILL BE AVAILABLE.

ONE WEEK. *Limitless Growth.*



Item 12.

RUIDOSO,
NEW MEXICO



@

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 575-567-1017

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 mmcconnaughy@Artesianm.gov
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2026 N.M.P.E.T 17TH ANNUAL CONFERENCE

**WHEN:**September 23th - 25th 2026**WHERE:**

Mariott Hotel,
 Albuquerque
 2101 Louisiana Blvd, NE
 Albuquerque, NM 87110

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2026 flyer

2026 flyer

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We have received your registration!

We are excited to see you and expand our knowledge together at the upcoming conference.
If you are a new member, you will receive an email to confirm and assign member number.

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13TH ANNUAL EVENT CATALOG

OCTOBER 21ST – 25TH, 2026



NM FIRE ACADEMY
SOCORRO, NM



SOCORRO CONVENTION CENTER
SOCORRO, NM

TRAINING. LEADERSHIP. PREPAREDNESS. COMMUNITY.
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TABLE OF CONTENTS



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A MESSAGE FROM THE COMMITTEE

Greetings!

Welcome to the **13th Annual New Mexico Fire and EMS Expo**
and the **68th Annual Fire School!**

This year's Expo brings together fire and EMS professionals for a dynamic, state-of-the-art learning experience. Designed to reflect the latest in fire service and emergency medical knowledge, the program blends classroom instruction with hands-on training. Our goal is to equip attendees with the tools, skills, and confidence needed for safe, effective, and efficient on-scene operations.

With more than 100 sessions led by fire and EMS subject matter experts, the Expo offers the flexibility to tailor your continuing education experience to the topics most relevant to you.

Set against the backdrop of the Land of Enchantment, this premier educational event also provides a chance to connect with colleagues, build lasting relationships, and advance your professional development.

Thank you for your interest in the Expo. We look forward to seeing you this year!

Sincerely,

The NM Fire and EMS Expo Committee



TRAINING TODAY.

SAVING TOMORROW.

DIRECTIONS

NM FIRE ACADEMY TO SOCORRO CONVENTION CENTER

5 MINUTES | 2.7 MILES

A START

Firefighters Training Academy
600 Aspen
Socorro, NM 87801

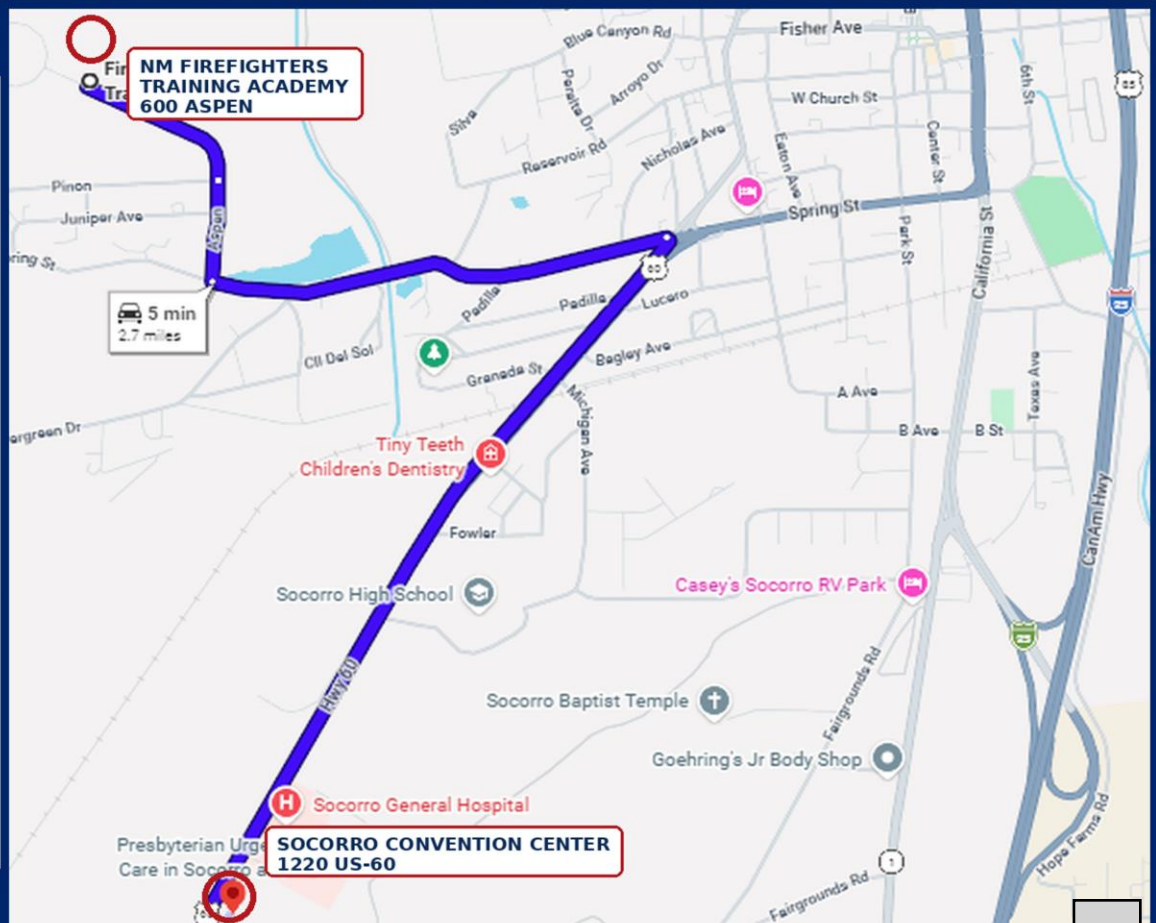
- 1 Head southeast on
Fire Academy Rd 0.3 mi
- 2 Continue onto
Aspen 0.2 mi
- 3 Turn left onto
S 6th St / Spring St 0.8 mi
- 4 Sharp right onto
US-60 W 1.4 mi

B DESTINATION

Socorro Convention Center
1220 US-60
Socorro, NM 87801

Destination will be on the left

We'll see you in Socorro!



Siddons-Martin



Siddons-Martin proudly represents the industry's leading fire apparatus, emergency vehicles, equipment, rescue tools, and gear for the frontline firefighters serving communities across New Mexico. Your mission is to save lives and protect your communities. Our mission is to equip you with the trusted products, resources, and support you need to carry out that mission safely and successfully.



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CONVERSIONS

CRESTLINE





REGISTRATION AND RESTRICTIONS



REGISTRATION IS CAPPED AT 200 ATTENDEES!

Thanks to our generous sponsors, registration is at a special rate of **\$100** per person this year only! Once we reach 200 registrations, registration will close.



WHAT'S INCLUDED WITH MY EXPO REGISTRATION?

Expo is an exceptional value — your registration fee includes:

						
All Sessions	Friday Evening Networking Event	Saturday Breakfast Burritos	Saturday Hotdog Cookout	Saturday Evening Award Dinner (Limited)	Daily Coffee and Snacks	This Year's Official Swag



WHERE IS THE NEW MEXICO FIRE AND EMS EXPO BEING HELD?

Please plan accordingly - transportation between Expo locations will not be provided this year.

NM FIREFIGHTERS TRAINING ACADEMY

600 Aspen Rd.
Socorro, NM 87801

SOCORRO CONVENTION CENTER

1220 US-60
Socorro, NM 87801



CHECK-IN INFORMATION — IMPORTANT!

- CHECK-IN WILL ONLY BE AT THE NM FIRE ACADEMY.
- EVERYONE MUST CHECK-IN BEFORE ATTENDING CLASSES.



CHECK-IN LOCATION:

NM Fire Academy
600 Aspen Rd.
Socorro, NM 87801

★ *Thank You to Our Sponsors!* ★

This Expo is made possible by the generous support of our sponsors.
Please visit them, thank them, and support those who support New Mexico's Fire and EMS community!

LIVE FIRE EVOLUTION PARTICIPATION RESTRICTIONS



- Participants registering for any session involving live fire evolutions must hold a minimum of **IFSAC or Pro Board certification** at the **Firefighter I level**.
- This prerequisite is required to ensure compliance with NFPA 1403 live fire training requirements.
- Participants will be required to provide proof of certification prior to participating in live fire activities.
- Certifications will be requested to be uploaded before completing registration online.

Thank you for helping promote firefighter wellbeing by demonstrating a culture of safety, accountability, and risk management consistent with NFPA and NMFTA Standards.

NEW MEXICO FIREFIGHTERS TRAINING ACADEMY

NEW MEXICO FIRE & EMS EXPO

OCTOBER 21-25, 2026

Item 14.



STANDARD OPERATING GUIDELINES

FOR

LIVE FIRE EVOLUTIONS AND OPERATIONAL VENUES

1.0 Introduction

This guideline applies to the training of firefighters under live fire conditions and non-fire conditions. These requirements are intended for instructors, students, and visitors/observers in the operational venues. The purpose of this guideline is to maintain a minimum exposure to risk for all participants during training. Visitors/Observers MUST be accompanied by Academy Staff and will only be allowed in designated observation areas.

2.0 Operational Venues

These venues consist of:

- Burn Building Group – Burn buildings A & B, Smoke building, Arson building.
- Burn Pad Group- Flammable liquids pad, LPG, Vehicle Extrication
- Tower Group – High-rise building and Hose pad.

3.0 Referred Standards

- OSHA 29 CFR 1910.134 – Respiratory Protection
- NFPA 1010 – Standard for Firefighter Professional Qualifications
- NFPA 1403 – Standard for Live Fire Training Evolutions
- NFPA 1500 – Standard on Fire Department Occupational Safety and Health
- NFPA 1970 – Standard on Protective Ensemble for Structural Firefighting
- NFPA 1970 – Standard on Open-Circuit Self Contained Breathing Apparatus

4.0 Required Training for Live Fire Evolutions

All personnel participating in live fire evolutions must provide proof of completion for Fire I per NFPA 1403. Submission of IFSAC or Pro Board Fire I certificate can be submitted at time of application.

5.0 Personal Protective Clothing in Venues

All personnel who proceed into a live fire, vehicle extrication, high-rise or hose pad venue shall be in a minimum of helmet, gloves, long sleeve cotton or non-flammable shirt, and eye protection. Safety Officers will communicate where PPE is required (roadside curb into the venue). The ONLY exception to this is when instructors are performing initial setup of the venue. Once an operation begins, appropriate PPE must be worn. Rope Rescue operations at the high-rise building require helmet, gloves, and eye protection within a 15-foot perimeter of the structure.

6.0 Safety Officers

An Incident Safety Officer will be assigned to each group. The ISO shall have the authority to intervene and control any aspect of the evolution, when in his/her judgement a potential or actual danger, accident or unsafe condition exists. The ISO will work and be in contact with the lead instructor for each venue. The Lead instructor may assign an assistant safety officer for their venue. That person will advise the ISO of any issues.

SAFETY IS EVERYONE'S RESPONSIBILITY

Know the requirements • Wear the appropriate PPE • Follow Safety Officer direction



DISCOVER SOCORRO

New Mexico

HISTORY • CULTURE • NATURE • COMMUNITY

Nestled in the heart of the Rio Grande Valley, Socorro offers a unique blend of rich history, stunning landscapes, and warm hospitality. From our historic sites and vibrant culture to breathtaking natural beauty and world-renowned science, there's something for everyone in Socorro.

Adventure is
WAITING FOR YOU



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- Historic Landmarks
- Local Cuisine



- Outdoor Adventures
- Welcoming Community



Your Destination. Your Story.
AUTHENTIC. INSPIRING. UNFORGETTABLE.



EXPO EVENTS

★ NEW MEXICO FIRE & EMS EXPO ★

OCTOBER 21ST – 25TH, 2026



Item 14.

WEDNESDAY

OCTOBER 21ST, 2026



Check-In
@ NM Fire Academy
starting at 11:00 AM



Classes Begin
1:00 PM



Gear Check-In
11:00 AM – 4:00 PM



Night Burns:
Flammable Liquids
5:00 PM – 10:00 PM

THURSDAY

OCTOBER 22ND, 2026



Check-In
@ NM Fire Academy
7:30 AM – 8:00 AM



Classes Begin
8:00 AM

FRIDAY

OCTOBER 23RD, 2026



Check-In
@ NM Fire Academy
7:30 AM – 8:00 AM



Classes Begin
8:00 AM



Networking Under the Stars:
Back to the 90s
6:00 PM – 9:00 PM
@ Socorro Convention Center

SATURDAY

OCTOBER 24TH, 2026



Check-In
@ NM Fire Academy
7:30 AM – 8:00 AM



Breakfast with
the Vendors
7:15 AM – 9:30 AM



Classes Begin
9:30 AM



Hotdog Cookout Lunch
@ the Vendor Tent
12:00 PM – 1:45 PM



Memorial Ceremony
@ the Drill Tower
1:45 PM – 2:15 PM



NM Fire & EMS Expo
Awards Banquet &
City BBQ Dinner
6:00 PM – 9:00 PM
@ Socorro Convention Center

SUNDAY

OCTOBER 25TH, 2026



Check-In
@ NM Fire Academy
7:30 AM – 8:00 AM



Classes Begin
8:00 AM



Expo Concludes
12:00 PM

Training. Networking. Honoring.
STRONGER TOGETHER.

See You There!



EVENT LOCATIONS

NM Fire Academy
Socorro Convention Center



Thank you for being
part of New Mexico's
Fire & EMS Community!

Take Control.

In unexpected circumstances and critical moments, you need quality you can rely on.

FERNO's all-new POWER X2 Stretcher and POWER F2 Fastening System mark the new standard for EMS equipment, by reducing injury, improving patient comfort and reducing total cost of ownership.

Fully powered loading to reduce paramedic strain, unique cross-compatibility and industry-leading 10-year extended warranty options makes this solution one-of-a-kind.

Take control with FERNO POWER X2 and POWER F2.

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MORE CARE FOR MORE COMMUNITIES.

 **PRESBYTERIAN** Socorro General Hospital





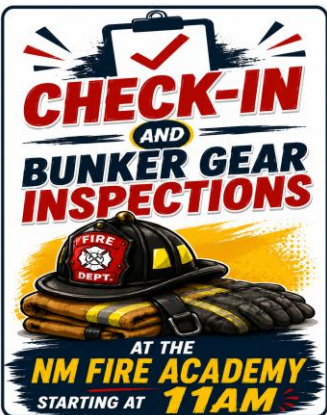
SCHEDULE AT A GLANCE



Item 14.

WEDNESDAY, OCTOBER 21st, 2026

📍 Locations: Socorro Convention Center (SCC) & NM Fire Academy (FA)

LOCATION	Starting at 11am	1pm - 2pm	2:30pm - 3:30pm	4pm - 5pm	5pm - 10pm
SCC - SECTION 1		NM DOT Ambulance Updates	One Pill Kill: Pediatric Toxic Ingestions	Non-Violent Crisis Intervention	
SCC - SECTION 2		Look Out for That Car	That's The Breaks		
SCC - SECTION 3		Rapid Trauma Exam - A Hands-on Review	High-Performance CPR: Train the Trainer	CVAs: Understanding Signs and Symptoms, Neuro Exam, and Mimics	
FA - CLASSROOM 1		Clinical Clues & Calls: Cardiac Emergencies in Review	My Aching Heart: Causes of Angina	My Baby My Baby: Neonates in Distress	
FA - CLASSROOM 2		Hot Stuff: Pediatric Burns			
FLAMMS PAD					Night Burns: Flammable Liquids Fires

THURSDAY, OCTOBER 22nd, 2026

📍 Locations: Socorro Convention Center (SCC) & NM Fire Academy (FA)

LOCATION	8am - 9am	9:30am - 10:30am	11am - 12noon	1pm - 2pm	2:30pm - 3:30pm	4pm - 5pm
SCC - SECTION 1	NFFF Attributes of Leading		An Everyday Approach to Self-Care for the First Responder	Medical Management of Jehovah's Witnesses: A Collaborative Approach	Critical Connections: Neurological Emergencies	Pediatric Trauma: Small Patients, Critical Decisions
SCC - SECTION 2	It's More Than Just Vital Signs! Pediatric Assessment Review	Blade, Backup, Bailout: Assessment, Strategy, and the Surgical Option for Airway Maintenance	Reading the Wave: A Clinical Approach to Capnography Interpretation	Finding the Why: Beyond Identifying the H's and T's	Small Margins: Neonates and Infants Under 12 Months, What the Algorithms Miss	Bet You Didn't See That Coming: Scene Safety Debrief
SCC - SECTION 3	Ten Four Rubber Duckie: Radio Communication Basics	Is Your Patient Impaired? Refusals of Care	Patient Exams - An Instructor's Insight	Real Men Do Cry	Every Beat Counts: Adult Cardiac Emergencies	Beyond the Impact: Managing the Injured Adult
SCC - BREAKOUT ROOM 3				Simulating Chaos: Moulage & Mass Casualty Mastery		
FA - FIRE STATION				What NM IAAI Offers Fire Investigations in NM	IAAI Certification Update for Fire Investigators	Using CFITrainer.net for Fire Investigators and Fire Officers
FA - CLASSROOM 1	Clinical Clues & Calls: Adult Respiratory Emergencies	Scenario-Based Decision Making in EMS Education	Larger than Life-The Bariatric Patient Care	Pet First Aid Basics		Tiny Tower of Knowledge: Pediatric Review
FA - CLASSROOM 2	Unsolved Mysteries: Real Life Medical Cases	Answering the Challenge: Prevention Program	Pediatric Case Studies Part 1	Pediatric Case Studies Part 2	Sound the Alarm! American Red Cross Smoke Detector Program	Unconscious/ Unresponsive Patients
BURN BUILDING - NEW	Transitional Fire Attack					
OUTDOOR CLASSROOM	Get to Know Your Gear - Introduction to PPE & SCBA			Search Basics		
EXTRICATION PAD	Basic Vehicle Extrication - Hand Tools					
SMOKE BUILDING				Search Basics		
LPG PAD				LPG Fires		
ROPES TOWER	Rope Rescue: Rappelling			Rope Rescue: Tower Rescue		



SCHEDULE AT A GLANCE



Item 14.

FRIDAY, OCTOBER 23rd, 2026

Locations: Socorro Convention Center (SCC) & NM Fire Academy (FA)

LOCATION	8AM - 9AM	9:30AM - 10:30AM	11AM - 12NOON	1PM - 2PM	2:30PM - 3:30PM	4PM - 5PM	6PM - 9PM
SCC - SECTION 1	When Mom Is the Emergency: Maternal Emergencies for EMS			Diabetic Emergencies	Cardiac Simulations	Trauma Simulations	
SCC - SECTION 2	Hormones Gone Haywire: Endocrine Emergencies	Power of the Patch: NM EMS Licensing Updates	Inside NM EMS: Chat with the Bureau Chief	Chat w/ Chief – State Fire Marshal's Office	Climbing the ISO Ladder: Smart Tips to Boost Your Department's Rating		
SCC - SECTION 3	Behind the Wheel: Ambulance Operations	Fire Service Council Meeting 10am to 12noon		Tiny Airways Big Problems: Pedi Resp. Emergencies	Kids These Days: A 2026 Update on Pediatric Emergency Care	Pediatric Checkers Challenge	
FA - FIRE STATION	Legal Aspects of Fireworks in New Mexico		Using Spirituality for Management of Mental Health and EMT Wellness)	Vehicle Fire Tactics and Strategies	Recognizing the Need for a Formal Fire Investigation	Applying Fire Codes in Commercial Fire Investigations	
FA - CLASSROOM 1	Thermal Imaging Under Fire Conditions	The Quiet Crisis: Pediatric Sepsis	All About NERIS (National Emergency Response Information System)	NM EMS Fund Act Updates		Building a REHAB Program That Protects the Whole Responder	
FA - CLASSROOM 2	Medical Escape Room	Hands on Airway Lab	Stop the Bleed	MCI Basics	MCI Hands on Practice		
BURN BUILDING - NEW	Thermal Imaging Under Fire Conditions						
OUTDOOR CLASSROOM	Forcible Entry			Hose Handling Techniques and Water			
EXTRICATION PAD	Basic Vehicle Extrication - Dash Rolls			Basic Vehicle Extrication - Upside Down Vehicle			
ROPES TOWER	Rope Rescue: Sloping Highlines			Rope Rescue: Confined Space Awareness & Operations			
INVESTIGATIONS BURN BUILDING				Vehicle Fire Tactics and Strategies			



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Networking
UNDER THE
STARS

BACK TO THE 90s

13TH ANNUAL NM FIRE & EMS EXPO

FRIDAY, OCTOBER 23RD, 2026
6:00 PM

• SOCORRO CONVENTION CENTER •
• SOCORRO, NM •

FOOD TRUCKS
GOOD FOOD
GREAT PEOPLE
AWESOME NIGHT!

FOOD TRUCKS

GAMES & MUSIC

COSTUME CONTEST

MUSIC

CASH BAR

GAMES & MUSIC

LET'S PARTY LIKE IT'S THE 90s!

THROW IT BACK. CONNECT. CELEBRATE. HAVE FUN.

13TH ANNUAL NEW MEXICO FIRE AND EMS EXPO

★ VENDOR SHOW ★

OCTOBER 24TH, 2026
NM FIRE ACADEMY • SOCORRO, NM

WHY VISIT THE VENDORS?
Our vendors are the backbone of innovation in fire and EMS. Whether you're looking for the latest equipment, new technology, training solutions, or services to support your department, the vendor show floor is the place to discover what's new, ask questions, compare options, and build valuable connections. You'll find solutions to today's challenges, get hands-on with cutting-edge products, and take advantage of show-only specials. Don't miss the opportunity to strengthen your department and your network—all in one place!

EXHIBIT SCHEDULE

	7:15 – 9:30 AM
	10:30 – 11:00 AM
	12:00 – 1:45 PM
	2:25 – 2:45 PM

EXPLORE. CONNECT. DISCOVER. EQUIP YOUR MISSION.

THANK YOU FOR MAKING EXPO A SUCCESS!

GOOD PEOPLE. ★ GREAT PRODUCTS. ★ STRONGER TOGETHER.

See You There!

Start Your Day Right!

BREAKFAST

★ WITH THE ★

VENDORS



SATURDAY
OCTOBER 24TH,
2026



STARTING AT
7:15 AM



NM FIRE ACADEMY
SOCORRO, NM

GOOD FOOD. ★ GREAT PEOPLE. ★ GREAT CONNECTIONS.

ENJOY FRESH
& LOCAL FROM
SOFIA'S KITCHEN



VISIT WITH
THE VENDORS

Build relationships
and discover solutions.



FIND
COOL STUFF

Check out the latest
products and gear.



EXPLORE
NEW IDEAS

See what's new and
what's next.

SEE YOU
THERE!



★ ANNUAL EXPO COMMITTEE ★

HOT DOG

Cookout!



GOOD FOOD ★ GREAT PEOPLE ★ GREAT TIME!

COME ENJOY
SOME GREAT
HOT DOGS
AND VISIT WITH
THE VENDORS!



WE APPRECIATE YOU!

★ SATURDAY ★
OCTOBER 24TH,
2026



12 NOON



NM FIRE ACADEMY
SOCORRO, NM



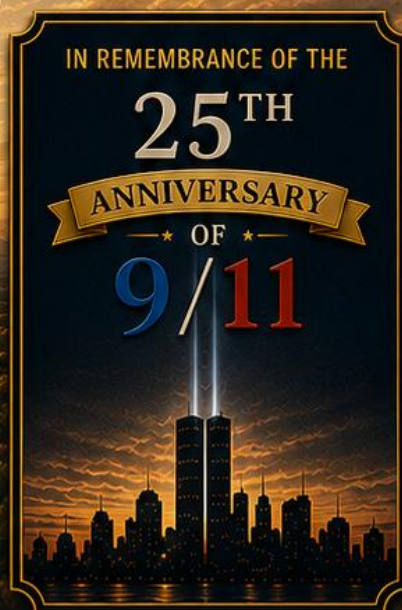
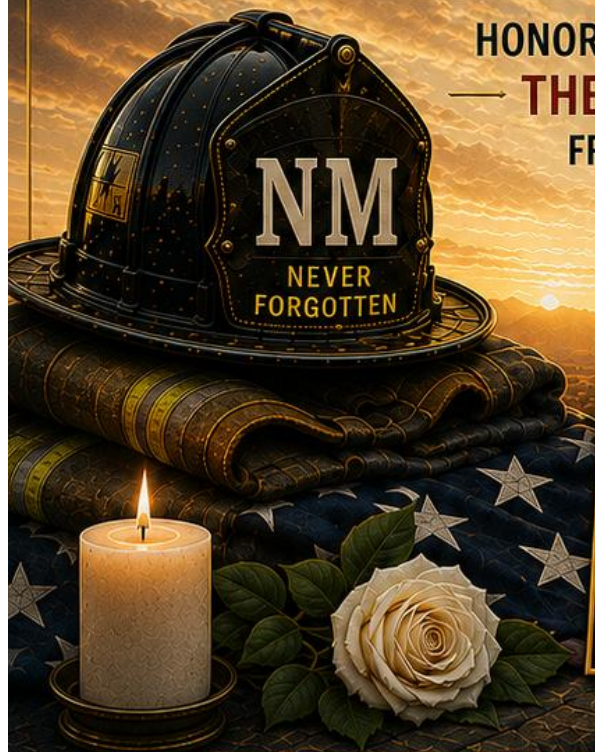
— 13TH ANNUAL —

NEW MEXICO FIRE AND EMS EXPO



MEMORIAL CEREMONY

HONORING THOSE WHO HAVE GIVEN
— THE ULTIMATE SACRIFICE —
FROM ACROSS NEW MEXICO



SATURDAY
OCTOBER 24TH,
— 2026 —



1:45 PM



NM FIRE ACADEMY
SOCORRO, NM

WE WILL NEVER FORGET.

HONOR ★ REMEMBER ★ NEVER FORGET



SCHEDULE AT A GLANCE



Item 14.

SATURDAY, OCTOBER 24th, 2026

📍 **Locations: Socorro Convention Center (SCC) & NM Fire Academy (FA)**

LOCATION	7:15AM - 9:30AM	9:30AM - 10:30AM	11AM - 12PM	12PM - 1:45PM	1:45PM - 2:15PM	2:45PM - 3:45PM	4PM - 5PM	6PM - 9PM			
SCC - SECTION 1		Landing Zone Basics	Basic to Advanced Airway: A Review			Chest Pains and MIs	NM EMT Annual Meeting				
SCC - SECTION 2		Take A Little Trip	We Resuscitate the Living, Right?			Burned & Critical: Adult Burn Emergencies	Heart Attack or Hot Wings				
SCC - SECTION 3		Alcohol Abuse	Non-Accidental Trauma: Child Abuse			Bradycardia & Pacing	Eye Emergencies				
BREAKOUT 2&3		MCI Pediatric Skills Lab #1	MCI Pediatric Skills Lab #2			MCI Pediatric Skills Lab #3					
FA - FIRE STATION		Little Hot Bellies	CPAP Review			Airway Management Lab					
FA - CLASSROOM 1		Recognition of Illicit Labs	Hazmat Panel: Illicit Labs			Gross and Mass Decon Hands on Practice					
FA - CLASSROOM 2		Vehicle Processing While Assessing in an Investigation Part 1	Building the Team: Importance of Peer Support Programs and Their Teams			Little Warriors: Complex Pediatric Oncology	When the Placenta Hits the Fan				
EXTRICATION PAD						Gross and Mass Decon Hands on Practice					
ROPES TOWER		Rope Rescue: Know Your Knots				Rope Rescue: Mechanical Advantage					
BURN BUILDING - NEW		Water Shuttle Part 1				Water Shuttle Part 2					
INVESTIGATIONS BURN BUILDING	Vehicle Processing While Assisting in an Investigation Part 1				Vehicle Processing While Assisting in an Investigation Part 2						

SUNDAY, OCTOBER 25th, 2026

📍 **Locations: Socorro Convention Center (SCC) & NM Fire Academy (FA)**

LOCATION	8AM - 9AM	9:30AM - 10:30AM	11AM - 12NOON
SCC - SECTION 1	Big Head Little Body	Vasopressors	The Silent Systems: Hormones, Electrolytes & the Problems We Can't See
SCC - SECTION 2	Protecting the Vulnerable: EMS Response to Elder Abuse	Under the Heat: Managing Pediatric Burns	You Have What Where? Body Modifications
SCC - SECTION 3	Seizing in the Streets	Grey Matters: Mastering Geriatric Assessment in EMS	Anaphylaxis: Can You Meet the 5-Minute Challenge?
FA - FIRE STATION	Traffic Incident Management		
FA - CLASSROOM 1	Wildland Fire Safety Training Annual Refresher RT 130		
FA - CLASSROOM 2	Rodeo Sport Injuries	Let's Give Drugs!	



YOU'RE INVITED TO JOIN US

13TH ANNUAL
FIRE AND EMS EXPO
AWARDS
Banquet

HONORING THOSE FROM AROUND THE STATE
 WHO HAVE SHOWN EXCEPTIONAL
 PERFORMANCE, DEDICATION AND SERVICE.



SATURDAY
 OCTOBER 24TH,
 2026



6:00 PM



SOCORRO
 CONVENTION CENTER
 SOCORRO, NM



32ND ANNUAL FIRE SCHOOL BARBEQUE
 PREPARED BY THE

Socorro Fire Department



CELEBRATE.



RECOGNIZE.



INSPIRE.



SESSION DESCRIPTIONS



Item 14.

Wednesday, October 21st, 2026

1pm to 2pm

NM DOT Ambulance Updates

Instructors: Fidel Archuleta and James Martinez, NM DOT Transportation Regulations Division

The Department of Transportation Motor Carrier Regulation team will provide updates and give a glimpse of upcoming legislative activities related to ambulance and NEMT regulation. The inspection/investigation team will present an overview of requirements and share the most common inspection findings. The session will conclude with an open forum, giving attendees the opportunity to ask questions and share perspectives—so bring your questions and be ready to engage.

NM EMS CE: 1 hrs. Preparatory/Operations

Look Out for That Car!

Instructor: Pete Bellows, NMEMTA

As New Mexico becomes the #1 state in auto /pedestrians' fatalities we will look at case studies involving those type accidents. We will discuss the MOI involved, treatment of the injured and look at some way we might be able to promote awareness to prevent such accidents. *NM EMS CE – 1 hr. Trauma*

Rapid Trauma Exam - A Hands-on Review

Instructor: Chief Jason Everett, Very Large Array NRAO

The Rapid Trauma Exam (RTE) is the gold standard initial trauma exam that seeks to identify patient life threats and prepares the patient for efficient packaging and transport. This class will enhance your RTE skills by demonstrating efficiencies so that you can examine and package your patient to a backboard in under four minutes. *NM EMS CE – 1 hr. Trauma*

Clinical Clues & Calls: Cardiac Emergencies in Review

Instructor: Ann Bellows, NMEMTA

This session explores unusual and challenging cardiac cases encountered in the prehospital setting. Participants will review atypical presentations, diagnostic pitfalls, and evidence-based treatment strategies to improve patient outcomes. Emphasis is placed on critical thinking, rapid assessment, and decision-making when confronted with cardiac emergencies that don't follow the textbook. *NM EMS CE – 1 hr. Cardiac*

Hot Stuff: Pediatric Burns

Instructor: Dr. Alex Baker UNM Hospital Pediatrics

This session focuses on the assessment and management of pediatric burn injuries. EMS providers will review burn severity, special considerations for children, fluid and pain management, and key treatment priorities to provide effective care from the scene to the hospital. *NM EMS CE – 1 hr. Pediatric*

2:30pm to 5pm

That's The Breaks

Instructor: Pete Bellows, NMEMTA

This class provides an in-depth review of the signs, symptoms, and assessment of sprains, dislocations, and fractures. The session will cover the principles of proper evaluation, identification of injury severity, and decision-making for treatment. The second half of the class offers a hands-on lab where students will practice

immobilization techniques using various splints and devices, applying best practices to real-world scenarios.

NM EMS CE – 2.5 hrs. Trauma

2:30pm to 3:30pm

One Pill Kill: Pediatric Toxic Ingestions

Instructor: Kerry Clear, NMEMTA

This session prepares EMS providers to recognize and manage potentially life-threatening pediatric ingestions. Participants will review high-risk medications, signs and symptoms of toxicity, assessment priorities, and critical prehospital interventions for the pediatric patient. *NM EMS CE – 1 hr. Pediatric*

High-Performance CPR: Train the Trainer

Instructor: Chief Jason Everett, Very Large Array NRAO

Seattle – King County Washington is famous for its high resuscitation rates for witnessed cardiac arrest (over 60%). Among the reasons for this is the application of High-Performance CPR by first responders. This Train-the-Trainer class will provide insights into how to teach your crew and the public techniques to maximize CPR efficiency and efficacy to give your cardiac arrest patients the best possible outcome. (Pre-requisite is to watch the 15-minute video, The Science of CPR by Dr. Peter

Kudenchuk <https://youtu.be/irHXrNqRbcY?si=N3lSUfcxTqcvpXV4>)

NM EMS CE – 1 hr. Cardiac

My Aching Heart: Causes of Angina

Instructor: Ann Bellows, NMEMTA

Review the causes of Angina to improve recognition, assessment, and management. This session highlights decision-making strategies, patient evaluation, and evidence-based interventions to optimize outcomes in prehospital cardiac emergencies.

NM EMS CE – 1 hr. Cardiac

4pm to 5pm

Non-Violent Crisis Intervention

Instructor: Kerry Clear, NMEMTA

Violence towards EMS providers is on the rise. This interactive presentation explores the anatomy of a violent escalation and presents possible alternatives. Tone of voice, stance, and the very tools we use on a daily basis can have a direct bearing on the outcome of a stressful situation.

NM EMS CE: 1 hrs. Preparatory/Operations

CVAs: Understanding Signs and Symptoms, Neuro Exam, and Mimics

Instructor: Chief Jason Everett, Very Large Array NRAO

This class reviews the signs and symptoms of CVAs, key components of a neurological exam, and common stroke mimics. Participants will strengthen their assessment skills to quickly recognize potential strokes and differentiate them from other conditions in the field. *NM EMS CE – 1 hr. Cardiac*

My Baby My Baby: Neonates in Distress

Instructor: Ann Bellows, NMEMTA

This session focuses on distressed neonates and developing a systematic, stepwise approach to securing the airway, optimizing oxygenation, and supporting ventilation. With timely stabilization and appropriate monitoring, many term neonates recover with rapid

intervention. We will also address issues for follow-up to ensure resolution of distress and address any underlying etiologies.

NM EMS CE – 1 hr. Cardiac

5pm to 10pm

Night Burns: Flammable Liquids Fires

Instructors: NM Fire Academy Adjunct Instructors

This is an exciting and fun class if you want to train and experience a fire as dynamic as flammable liquids. From a leaking well head fire to the giant referred to as “The Pit”, we have a variety of props that will no doubt leave you walking away feeling accomplished.

Required: IFSAC or Proboard Firefighter I Certificate and Structural Firefighting PPE



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Thursday, October 22nd, 2026

8am to 5pm

Basic Vehicle Extrication: Hand Tools

Instructors: NM Fire Academy Adjunct Instructors

How to perform basic vehicle extrication techniques with nothing but hand tools. This will give you the knowledge to still operate should your primary tools go down. **Required PPE: NFPA approved structural firefighting gear or extrication jumpsuit / technical rescue gear, helmet, secondary eye protection, leather type gloves or extrication type gloves, hard sole shoes preferably steel toe or any NFPA approved type boot.**

8am to 12pm

Transitional Fire Attack

Instructors: NM Fire Academy Adjunct Instructors

When the fire and heat conditions are so advanced, this tactic has proven to improve interior conditions not only for occupants but for firefighters as well. Discussion and live fire are part of the class. (A hands-on course requiring physical agility). **Required: IFSAC or Proboard Firefighter I Certificate and Structural Firefighting PPE**

Get to Know Your Gear - Introduction to PPE

Instructors: NM Fire Academy Adjunct Instructors

This course is designed to familiarize students with the personal protective equipment (PPE) used by firefighters. Students will learn the purpose, components, proper use, inspection, care, and limitations of common firefighting PPE, including helmets, protective hoods, coats, pants, gloves, boots, and respiratory protection. Emphasis will be placed on PPE safety, proper donning and doffing procedures, equipment maintenance, and recognizing conditions that may compromise PPE effectiveness. **Required: Structural Firefighting PPE**

Rope Rescue: Rappelling

Instructors: NM Fire Academy Adjunct Instructors

Have you ever wondered how it feels to rappel from a 50-foot building? Are you a novice or experienced climber? Our top-ranked

Rope Rescue Instructors will fit you with a harness, teach you to use your choice of rappelling device, show you how hardware and software to climb a static rope, change to allow you to enjoy the thrill of rappelling and climbing. Our Top-Notch instructors will! **Required PPE: Leather or sturdy gloves & above-ankle boots**

Item 14.

8am to 10:30am

NFFF Attributes of Leading

Instructor: Paul Bearce, NVFC/NFFF

This session is an interactive case study-based leadership course focusing on 12 core attributes—Competence, Constructive Influence, Grit, Humility, Presence, Resilience, Self-Mastery, Self-Regulation, Stepping Up, Trust, Vigilance, and Wellness—to build effective fire service leaders of all ranks.

NM EMS CE – 2.5 hrs. Preparatory/Operations

8am to 9am

It's More Than Just Vital Signs! Pediatric Assessment Review

Instructor: Kerry Clear, NMENTA

Pediatrics is so much more than vital signs. In this presentation, we will explore cognitive function, vocabulary, “circle of comfort” as it pertains to prehospital assessments. This session will also explore special needs and the challenges these present to the pre-hospital provider. **NM EMS CE – 1 hr. Pediatrics**

Ten Four Rubber Duckie: Radio Communication Basics

Instructor: Chief Dustin Middleton, Cibola County Fire & ES

One of the greatest challenges with any major incident is communications. This class will address the latest in radio communications, review radio structures, and understand the necessity of radio etiquette in order to make a scene run smoothly. **NM EMS CE – 1 hr. Preparatory/Operations**

Unsolved Mysteries: Real Life Medical Cases

Instructor: Stephanie Habiger, Cibola County Fire and ES

Come review some uncommon medical cases and common cases with unusual presentations. Discuss how to recognize them, actions to take and not to take. **NM EMS CE – 1 hr. Medical**

Clinical Clues & Calls: Adult Respiratory Emergencies in Review

Instructor: Ann Bellows, NMENTA

Through real-world case studies, this class examines common pulmonary emergencies encountered in the field. Participants will work through patient scenarios to explore evaluation techniques, identify key findings, and determine the most effective treatments to optimize patient outcomes. **NM EMS CE – 1 hr. Airway**

9:30am to 10:30am

Blade, Backup, Bailout: Assessment, Strategy, and the Surgical Option for Airway Maintenance

Instructor: Andrew Peace, Burrell College of Osteopathic Medicine

Through three real cases, this session builds a tiered decision framework for the difficult airway — from scene recognition and structured assessment to induction pharmacology, rescue device sequencing, and surgical airway execution. Participants leave with a plan A, a plan B, and a bailout they've actually thought through before they need it. **NM EMS CE – 1 hr. Airway**

Is Your Patient Impaired? Refusals of Care

Instructor: Dr. Benjamin Diven, NM EMS Physician

Determining whether a patient has the capacity to refuse care can be challenging. This session helps EMS providers recognize potential impairment, assess decision-making capacity, and

navigate difficult refusals while considering patient safety, appropriate documentation, and the provider's responsibilities. **NM EMS CE – 1 hr. Preparatory/Operations**

Answering the Challenge: Fire and Injury Prevention Program on a Budget

Instructor: Chief Joseph DeSoto, Cubero Fire Dept.

This session reviews ways to start an injury prevention program on a budget for our most vulnerable populations, children and seniors. We will discuss how to adapt familiar safety messages to connect with each audience while using our unique role of first responders to make prevention memorable and meaningful (ie. "STOP DROP AND ROLL" for kids and grandma).

NM EMS CE – 1 hr. Preparatory/Operations

Choosing the Right Path: Scenario-Based Decision Making in EMS Education

Instructor: Ann Bellows, NMEMTA

Not every EMS scenario fits every learner—or every learning objective. This session explores how instructors can select, adapt, and facilitate scenarios that challenge student decision-making and competency while embracing the ambiguity of real-world EMS calls. Participants will learn practical strategies for matching scenario complexity and clinical pathways to course goals, learner experience, and identified needs. The class will focus on creating simulations that build confidence, critical thinking, and sound clinical judgment. **1 hr. Preparatory/Operations or 1 hr. NM I/C**

11am to 12pm

An Everyday Approach to Self-Care for the First Responder

Instructor: Paul Bearce, NVFC/NFFP

This interactive session from the New Mexico Coalition for Suicide Prevention & Awareness provides first responders with practical, everyday strategies to support mental wellness, reduce burnout, and build resilience in high-stress environments. Participants will explore recognizing stress, developing sustainable self-care habits, strengthening peer support, and accessing resources to promote a healthier, more connected responder community.

NM EMS CE – 1 hr. Preparatory/Operations

Reading the Wave: A Clinical Approach to Capnography Interpretation

Instructor: Andrew Peace, Burrell College of Osteopathic Medicine

Capnography confirms the tube, and then most providers stop looking at it. This session covers what they aren't seeing. Through waveform pattern recognition and interactive case interpretation, participants will apply EtCO₂ as a real-time diagnostic tool across bronchospasm, cardiac arrest, ROSC detection, toxicologic presentations, and ventilator management. If you're only reading the number, you're missing most of the information.

NM EMS CE – 1 hr. Airway

Patient Exams - An Instructor's Insight

Instructor: Chief Jason Everett, Very Large Array NRAO

Often times, EMS instruction does not break down different types of exams so that they can be practiced as a focused exam in medical scenarios. Learn how to teach an anaphylactic exam, neuro exam, respiratory exam, abdominal exam, and cardiac exam based on chief complaint and patient presentation. Step-by-step student handouts provided.

NM EMS CE – 1 hr. Preparatory/Operations or NM I/C CE – 1 hr.

Larger than Life-The Bariatric Patient Care

Instructor: Ann Bellows, NMEMTA

A prehospital care lecture focused on the practical realities of caring for bariatric patients—scene safety, assessment considerations, airway and breathing nuances, mobility/lifting and equipment setup,

IV/IO access strategies, pain and respiratory management, and transport planning. Emphasis on team coordination, appropriate positioning, and minimizing delays to get patients to destination smoothly. **NM EMS CE – 1 hr. Special Considerations**

Item 14.

Pediatric Case Studies Part 1

Instructor: Doug Gadowski, Retired NM EMS

Why do so many of us struggle with assessing kids? Is it our own children we suddenly see before us or the fact that such a small percentage of our runs involve critically ill/injured children? We can't deny the emotional aspect of treating this patient population either. We'll dive into some challenging cases and with an understanding of what makes them different and a few tips to help us along the way, we can get past our own fears and a few pitfalls to provide optimum care in the field! This is a 2-part presentation, and you may attend either or both sessions. **NM EMS CE – 1 hr. Pediatrics**

1pm to 5pm

Simulating Chaos: Moulage & Mass Casualty Mastery

Instructor: Mary Hewett and Jennie Griffin, Mountainair Vol. Fire Dept

Step into the world of realistic disaster training. This session covers how to use moulage to create lifelike injuries and simulate mass casualty events, helping responders practice quick thinking, teamwork, and decision-making under intense, high-pressure conditions. **NM EMS CE - 2 hrs. Trauma, 1 hr. Medical, 1 hr. Preparatory/Operations or NM IC CE - 4 hrs.**

Search and Rescue Basics

Instructors: NM Fire Academy Adjunct Instructors

Hands-on course focused on conducting search and rescue operations as primary search team. Class will also go over how to handle finding victims if you are assigned other fire ground duties and come across a victim. Search techniques, search patterns, as well as other tips to conduct a thorough methodical search for victims. **Required PPE: Structural Firefighting PPE**

Liquid Petroleum Gas Fires

Instructors: NM Fire Academy Adjunct Instructors

Fighting fire in rural New Mexico means that there is a high possibility of dealing with LPG fires or emergencies. Whether it's a house tank or a propane fueled vehicle, teamwork and communication is the foundation of this intense training experience.

Required: IFSAC or Proboard Firefighter I Certificate and Structural Firefighting PPE

Rope Rescue: Tower Rescue

Instructors: NM Fire Academy Adjunct Instructors

This introductory course familiarizes students with the fundamentals of tower rescue operations. Students will be introduced to tower rescue equipment, personal protective equipment, basic rope systems, anchor points, patient packaging, and essential rescue techniques. Emphasis will be placed on scene safety, hazard identification, communication, and the principles of safely accessing, stabilizing, and rescuing personnel from elevated structures. The course provides a foundation for further training in advanced tower rescue operations. **Required PPE: Leather or sturdy gloves & above-ankle boots**

1pm – 3:30pm

Pet First Aid Basics

Instructor: Ann Bellows, NMEMTA

This Pet First Aid class teaches participants how to respond to common emergencies involving dogs, cats, and other household pets. Students will learn to recognize signs of illness or injury, provide basic first aid, perform CPR, manage choking, and handle wounds and fractures. The class combines lecture with hands-on

practice to give participants the confidence and skills to care for pets in urgent situations until professional veterinary help is available.

1pm to 2pm

Medical Management of Jehovah's Witnesses a Collaborative Approach

Instructor: Eliseo Ramirez, Hospital Liaison Committee for Jehovah's Witnesses

This session explores evidence-based strategies for providing high-quality medical care to Jehovah's Witness patients who choose treatment without allogeneic blood transfusions. Participants will learn how a multidisciplinary, multimodal approach—including effective collaboration, blood conservation strategies, and available clinical resources—can help healthcare teams respect patient preferences while working toward successful outcomes.

NM EMS CE – 1 hr. Medical

Finding the Why: Beyond Identifying the H's and T's

Instructor: Andrew Peace, Burrell College of Osteopathic Medicine
ACLS manages the rhythm. This session manages the cause. Through interactive case presentation, participants will work through arrest etiologies that standard resuscitation protocols don't address—including toxicologic arrests requiring antidote-based treatment, obstructive physiology, hypothermia, and the criteria that determine when to push further and when to stop. The H's and T's are where the search starts. This session covers what comes next.

NM EMS CE – 1 hr. Cardiac

Real Men Do Cry

Instructor: Chief Jason Everett, Very Large Array NRAO
Jason will share a case-study of the call that broke him and ultimately resulted in his retirement. He will talk about the challenges of treating child fatalities in a small community and the importance of maintaining mental/emotional health through peer support, Critical Incident Stress Debriefings, spiritual centeredness, and with talk therapy.

NM EMS CE – 1 hr. Preparatory/Operations

What NM IAAI Offers Fire Investigations in NM

Instructors: NM IAAI Members

An overview of how the New Mexico Chapter of the IAAI supports the state's fire investigation community through training, certification, networking, and collaboration to promote excellence in investigative practices.



Pediatric Case Studies Part 2

Instructor: Doug Gadowski, Retired NM EMS

Part 2 of 2: Why do so many of us struggle with assessing kids? Is it our own children we suddenly see before us or the fact that such a small percentage of our runs involve critically ill/injured children? We can't deny the emotional aspect of treating this patient

population either. We'll dive into some challenging cases to gain an understanding of what makes them different and a few tips to help us along the way, we can get past our own fears and avoid the pitfalls to provide optimum care in the field! This is a 2-part presentation and you may attend either or both sessions.

NM EMS CE – 1 hr. Pediatrics

2:30pm to 3:30pm

Critical Connections: Neurological Emergencies

Instructor: Jackie Gibson, PHI Air Medical

Neurological emergencies can be difficult to recognize and can quickly become life-threatening. This session helps EMS providers sharpen their neurological assessment skills, identify critical conditions, and make timely treatment and transport decisions when every minute matters.

NM EMS CE – 1 hr. Medical

Small Margins: Neonates and Infants Under 12 Months, What the Algorithms Miss

Instructor: Andrew Peace, Burrell College of Osteopathic Medicine

Neonates and young infants present with narrow physiologic margins, rapid decompensation, and clinical pictures that don't map cleanly onto standard algorithms. Through case-based discussion, this session covers duct-dependent cardiac lesions, neonatal sepsis, brief resolved unexplained events, non-accidental trauma recognition, and resuscitation aligned with NRP 9th Edition guidelines. Small patients. High stakes. No room for pattern mismatch.

NM EMS CE – 1 hr. Pediatrics

Every Beat Counts: Adult Cardiac Emergencies

Instructor: Cory Myers, Air Methods

From chest pain and dysrhythmias to acute coronary syndromes and the rapidly deteriorating cardiac patient, EMS providers must be ready to recognize trouble early. This session focuses on assessment, treatment priorities, and critical prehospital decisions to help providers deliver timely, effective cardiac care.

NM EMS CE – 1 hr. Cardiac

Sound the Alarm! American Red Cross Smoke Detector Program

Instructor: Chief Daniel Urioste, Milan Fire Dept

This session provides an overview of the American Red Cross Smoke Detector Program and its role in preventing residential fire injuries and fatalities. Participants will learn strategies for effective community outreach, smoke detector installation and maintenance, and public education initiatives. Emphasis is placed on practical steps to engage communities, enhance fire safety awareness, and save lives through proactive detection and preparedness.

IAAI Certification Update for Fire Investigators

Instructors: NM IAAI Members

Be brought up to date with the latest changes to International Association of Arson Investigators (IAAI) certification requirements. This session covers updated prerequisites, testing procedures, continuing education mandates, and documentation standards for CFI®, FIT®, and ECT® credentials. Learn how these changes impact new applicants and current certificate holders and leave with a clear plan to maintain compliance.

4pm to 5pm

Pediatric Trauma: Small Patients, Critical Decisions

Instructor: Jackie Gibson, PHI Air Medical

Pediatric trauma can challenge even experienced EMS providers. This session focuses on rapid assessment, recognizing life-threatening injuries, and applying age-appropriate treatment strategies to confidently manage injured children from the scene through transport.

NM EMS CE – 1 hr. Pediatrics

Beyond the Impact: Managing the Injured Adult

Instructor: Cory Myers, Air Methods

From initial scene size-up to rapid transport decisions, trauma care demands quick thinking and strong assessment skills. This session challenges EMS providers to sharpen their assessment skills, identify hidden and life-threatening injuries, prioritize critical interventions, and make effective treatment and transport decisions for adult trauma patients. **NM EMS CE – 1 hr. Trauma**

Bet You Didn't See That Coming: Scene Safety Debrief

Instructor: Chief Dustin Middleton, Cibola County Fire and ES

This session examines real-world scenarios to highlight the importance of scene safety for first responders. Participants will review common hazards, unexpected challenges, and lessons learned from past incidents. Emphasis is placed on risk recognition, proactive safety strategies, and decision-making under pressure to improve responder safety and operational effectiveness.

NM EMS CE – 1 hr. Preparatory/Operations

Unconscious/Unresponsive Patients

Instructor: Chief Jason Everett, Very Large Array NRAO

Learn 14 different scenarios that you can use to test your EMTs on their ability to rapidly determine the cause of an unconscious / unresponsive patient with minimal information. Differences in BP, HR, RR, BGL, skin signs, and body posture can give you the information needed to inform the EMT's Nature of Illness and determine the best treatment priorities.

NM EMS CE – 1 hr. Medical or 1 hr. NM I/C

Using CFITrainer.net for Fire Investigators and Fire Officers

Instructors: NM IAAI Members

Learn how to navigate CFITrainer.Net to access training modules, track continuing education, and apply completions toward IAAI certifications. As well as the many training courses available for fire officers and fire investigators. Discover tips for using the platform to support your and your staff's ongoing professional development.

Tiny Tower of Knowledge: Pediatric Review

Instructor: Stephanie Habiger, Cibola County Fire and ES

Participants will be divided into teams and will compete against each other in a challenge of knowledge, wits, and teamwork using the traditional game of Jenga. Topics will range from pediatrics, medical, and trauma emergencies. **NM EMS CE – 1 hr. Pediatrics**

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Friday, October 23rd, 2026

8am to 12pm

When Mom Is the Emergency: Maternal Emergencies for EMS

Instructors: Dr. Jenna White and Amy Loucks (UNMH)

This four-hour interactive course combines focused instruction with hands-on skills and simulation to prepare EMS providers for high-risk maternal emergencies. Led by members of the UNMH

Lifeguard M.O.M.S. team, participants will strengthen a treatment, and critical decision-making skills for obstetric emergencies while building confidence in caring for preterm postpartum patients when every minute matters.

NM EMS CE – 4 hrs. Special Considerations

Thermal Imaging in Live Fire Applications

Instructors: NM Fire Academy Adjunct Instructors

This course is designed to familiarize students with the use of thermal imaging cameras (TICs) during live fire operations. Students will learn the basic functions and limitations of thermal imagers, techniques for interpreting thermal images, and methods for using TICs to identify heat sources, locate victims, assess fire conditions, and support fire attack and search operations. Emphasis will be placed on proper camera operation, maintaining situational awareness, and integrating thermal imaging into safe and effective firefighting practices. Will start in the classroom and move to the burn building. **Required: IFSAC or Proboard Firefighter I Certificate and Structural Firefighting PPE**

Forcible Entry

Instructors: NM Fire Academy Adjunct Instructors

This specialized training course is designed to equip students with basic and advanced skills in forcible entry through both residential and commercial doors. Participants will learn effective techniques and methods tailored to different types of door constructions and locking mechanisms, enhancing their ability to respond swiftly and safely in emergency situations. **Required PPE: Structural Firefighting PPE**

Basic Vehicle Extrication: Dash Rolls

Instructors: NM Fire Academy Adjunct Instructors

What if we've removed the doors and roof and the patient is still trapped by the dash? This session will focus on lifting and/or displacing the dash. **Required PPE: NFPA approved structural firefighting gear or extrication jumpsuit / technical rescue gear, helmet, secondary eye protection, leather type gloves or extrication type gloves, hard sole shoes preferably steel toe or any NFPA approved type boot**

Rope Rescue: Sloping Highlines

Instructors: NM Fire Academy Adjunct Instructors

In this session, students will assist with building and utilizing a sloping highline to evacuate patients from the top of the drill tower to a distance some sixty feet away from the bottom of the tower. Physics and safety will be discussed in all aspects of this adventure. **Required PPE: Leather or sturdy gloves & above-ankle boots**

8am to 10:30am

Legal Aspects of Fireworks in New Mexico

Instructors: NM State Fire Marshal's Office Codes Division

This course is designed to familiarize students with the legal requirements governing the possession, sale, use, storage, and discharge of fireworks in New Mexico. Students will review applicable New Mexico statutes, state regulations, and relevant fire codes governing fireworks activities. Emphasis will be placed on identifying permissible and prohibited fireworks activities, applicable permits and requirements, code compliance, enforcement considerations, and fire and life safety responsibilities.

8am to 9am

Hormones Gone Haywire: Endocrine Emergencies

Instructor: Dr. Chelsea White, UNM EMS Consortium

Endocrine emergencies can be uncommon, easily overlooked, and potentially life-threatening. This session helps EMS providers recognize critical thyroid, adrenal, and other non-diabetic endocrine emergencies while reviewing key assessment findings and prehospital treatment priorities. **NM EMS CE – 1 hr. Medical**

Item 14.

Behind the Wheel: Ambulance Operations

Instructor: Mike Ristom, Retired Carlsbad Fire Dept.

Safe ambulance operations require more than simply getting from point A to point B. This session covers the fundamentals of ambulance operation, vehicle safety, emergency response, scene positioning, and crew awareness to help EMS providers reduce risk while safely transporting patients and protecting their partners and the public. **NM EMS CE – 1 hr. Preparatory/Operations**

Medical Escape Room

Instructor: Ashlee West, Sierra Vista Ambulance

Students will be divided into teams and will be presented with a mystery medical emergency that will involve critical thinking skills and teamwork in order to “escape” and solve the emergency.

NM EMS CE – 1 hr. Medical

9:30am to 10:30am

Power of the Patch: NM EMS Licensing Updates

Instructor: Peggy Griego, NM EMS Bureau

Stay current on New Mexico EMS licensing requirements and regulatory changes. This session reviews renewal procedures, scope of practice updates, continuing education requirements, and other statewide EMS updates. Participants will gain a clear understanding of compliance expectations and upcoming changes affecting EMS providers across New Mexico.

NM EMS CE – 1 hr. Preparatory/Operations

The Quiet Crisis: Pediatric Sepsis

Instructor: Stephanie Habiger, Cibola County Fire and ES

Sepsis in children can begin with subtle symptoms but quickly become a life-threatening emergency. This session helps EMS providers recognize the early warning signs, identify worsening perfusion and shock, and initiate timely prehospital care to give pediatric patients the best chance for a positive outcome.

NM EMS CE – 1 hr. Pediatrics

Hands on Airway Lab

Instructor: Brian Hamilton, Sierra Vista Ambulance

This will be a hands-on class that gives you the opportunity to meet the ventilation challenges of your patients. You will ventilate and place airway adjuncts. The class will emphasize the choices of the airways and the key factors in assessing effectiveness of airway placement. **NM EMS CE – 1 hr. Airway**

11am to 12pm

Inside NM EMS: Chat with the Bureau Chief

Instructor: Chief Kyle Thornton, NM EMS Bureau

Step behind the scenes of New Mexico's EMS system in this interactive session with the Bureau Chief. Learn about the latest statewide initiatives, regulatory updates, and priorities shaping the future of prehospital care. Attendees will have the unique opportunity to hear directly from leadership, ask questions, and gain insight into the vision and challenges driving EMS in New Mexico. Whether you're a frontline provider, educator, or administrator, this session offers a valuable look at where EMS is headed and how it impacts your role.

NM EMS CE – 1 hr. Preparatory/Operations

All About NERIS (National Emergency Response Information System)

Instructors: NM State Fire Marshal's Office Fire Support Division

This informational session provides the latest updates on the National Emergency Response Information System (NERIS) and its use within the fire and emergency services community. Participants will review current features, reporting processes, and system capabilities, learn how NERIS data supports informed decision-making and community risk reduction, and have an opportunity to

ask questions and discuss the system with knowledgeable representatives.

Item 14.

Using Spirituality for Management of Mental Health and EMT Wellness

Instructor: Asst. Chief John Grassham, Valencia County Fire Dept.

This session explores how a faith-based approach can complement traditional wellness resources to support the whole person—body, mind, and spirit. Assistant John Grassham, who is working toward becoming a chaplain, will discuss the role of spiritual support and companionship alongside established resources such as medical care, counseling, and therapy, offering first responders another avenue for connection, healing, and resilience.

NM EMS CE – 1 hr. Preparatory/Operations

Stop the Bleed

Instructor: Ashlee West, Sierra Vista Ambulance

STOP THE BLEED course goes over the life threats of bleeding, ways that we can stop the bleeding. You will learn how to stop bleeding with different methods and tools to include making tools with household items. **NM EMS CE – 1 hr. Trauma**

1pm to 5pm

Hose Handling Techniques and Water

Instructors: NM Fire Academy Adjunct Instructors

This course is designed to familiarize students with the fundamentals of fire hose handling, hose advancement, and effective fire stream application. Students will learn basic hose deployment, movement, and management techniques; coordinated team advancement; and the proper use of fire streams to support fire suppression operations. Emphasis will be placed on communication, teamwork, maintaining effective hose positioning, and efficiently applying water. **Required: Structural Firefighting PPE**

Basic Vehicle Extrication: Upside Down Vehicle

Instructors: NM Fire Academy Adjunct Instructors

How do I deal with a vehicle on its side or upside down? In this session we will concentrate on stabilization and windshield or roof access to a vehicle on its side. Class time allowing we will also perform a trunk tunnel into a vehicle on its roof. **Required PPE: NFPA approved structural firefighting gear or extrication jumpsuit / technical rescue gear, helmet, secondary eye protection, leather type gloves or extrication type gloves, hard sole shoes preferably steel toe or any NFPA approved type boot**

Rope Rescue: Confined Space Awareness & Operations

Instructors: NM Fire Academy Adjunct Instructors

In this session, students will be given an overview of the hazards of confined space rescue. They will be instructed on various items such as confined space entry permits, technical gear requirements, federal regulations, and monitoring equipment. After the overview we will do a mock confined space rescue in the drill tower.

Required PPE: Leather or sturdy gloves & above-ankle boots

Vehicle Fire Tactics and Strategies

Instructors: NM Fire Academy Adjunct Instructors

This course will begin in the classroom to address the unique hazards and the required tactics presented by modern vehicle fires. The class will then move outside for a practical live fire application of fire suppression on a vehicle fire. **Required: IFSAC or Preboard Firefighter I Certificate and Structural Firefighting PPE**

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1pm to 3:30pm

NM EMS Fund Act Updates

Instructor: Rachel Marquez, NM EMS Bureau

This presentation will discuss the different EMS Fund Act requirements, various opportunities for grants through the state, and requirements for maintaining a medical rescue certificate for your agency. There will be an opportunity for open discussion and questions from the audience during the session, so come prepared to ask the questions you always have wanted to ask.

NM EMS CE – 1 hr. Preparatory/Operations

1pm to 2pm

Diabetic Emergencies

Instructor: Dr. Chelsea White, UNM EMS Consortium

Diabetic emergencies are among the most common—and potentially life-threatening—calls EMS providers encounter. This session focuses on recognizing hypoglycemia, hyperglycemia, DKA, and HHS while strengthening assessment, treatment, and clinical decision-making skills to provide effective prehospital care.

NM EMS CE – 1 hr. Medical

Chat w/Chief – State Fire Marshal's Office

Instructors: NM State Fire Marshal's Office

Join the State Fire Marshal's Office crew for an in-depth discussion on the evolving landscape of the fire service in New Mexico. This session will cover recent state updates, ISO ratings and their impact on communities, best practices for NERIS reporting, and emerging trends shaping the future of fire service operations. Participants will have the opportunity to engage in open dialogue, ask questions, and share perspectives on challenges and opportunities facing departments across the state.

Tiny Airways Big Problems: Pedi Resp. Emergencies

Item 14.

Instructor: Karen Burns, Clovis Community College

Pediatric respiratory emergencies can escalate quickly, making early recognition and intervention critical. This session helps EMS providers identify common causes of respiratory distress and failure in children, recognize subtle signs of deterioration, and apply age-appropriate assessment and treatment strategies to confidently manage the pediatric airway. **NM EMS CE – 1 hr. Pediatrics**

MCI Basics

Instructor: Ashlee West, Sierra Vista Ambulance

Ever get paged to multiple patients at a scene, look at your partner and say "what now?" This class will go over what an MCI is, how to mitigate through the patient surge, how to tag patients, and track them in the end. **NM EMS CE – 1 hr. Trauma**

2:30pm to 5pm

Climbing the ISO Ladder: Smart Tips to Boost Your Department's Rating

Instructors: Johnny Baros, Verisk ISO and NM Fire Service Support Bureau

This specialized training course is designed for fire departments to effectively prepare for an ISO inspection. The ISO inspection evaluates fire protection capabilities and overall service quality to determine the department's Public Protection Classification (PPC) rating. This course will provide fire department personnel with the knowledge and tools necessary to meet ISO standards, demonstrate compliance, and achieve a favorable inspection outcome.

MCI Hands on Practice

Instructor: Ashlee West, Sierra Vista Ambulance

We will take everything we learned from the MCI Basics session and apply it in a hands-on tabletop exercise. We will use only the resources we have, do Triage, treatment and transport. There will be a discussion on the challenges we learned during the exercise, tools that you can use in your own department or service and make connections with possible resources throughout our state.

NM EMS CE – 2.5 hrs. Trauma

2:30pm to 3:30pm

Cardiac Simulations

Instructor: Asst. Chief John Grassham, Valencia County Fire Dept.

Put your cardiac assessment and treatment skills to the test in this hands-on, simulation-based session featuring realistic prehospital cardiac emergencies. Participants will work through dynamic patient scenarios, interpret findings, make treatment decisions, and manage evolving conditions in a safe environment designed to build confidence and strengthen clinical decision-making.

NM EMS CE – 1 hr. Cardiac

Kids These Days: A 2026 Update on Pediatric Emergency Care

Instructor: Derek Grassley, UNM Hospital

Pediatric emergency care continues to evolve, and staying current can make a critical difference when treating our youngest patients. This session reviews 2026 updates, emerging best practices, and key considerations in pediatric assessment and prehospital care, giving EMS providers practical information they can apply on their next pediatric call. **NM EMS CE – 1 hr. Pediatric**

Recognizing the Need for a Formal Fire Investigation

Instructors: NM IAAI & SFMO

This one-hour course helps fire officers identify incidents that may require a formal fire investigation. Students will review common indicators of suspicious, accidental, or high-liability fires which

learning the importance of scene preservation, documentation, and timely investigator notification. The class focuses on practical decision-making for company officers operating on the foreground.

4pm to 5pm

Trauma Simulations

Instructor: Asst. Chief John Grassham, Valencia County Fire Dept.
Put your trauma skills into action in this hands-on, simulation-based session featuring realistic prehospital trauma scenarios. Participants will assess and manage evolving patients, prioritize life-threatening injuries, make treatment and transport decisions, and strengthen the critical-thinking skills needed when every second counts.

NM EMS CE – 1 hr. Trauma

Pediatric Checkers Challenge

Instructor: Karen Burns, Clovis Community College
Ever played a game of pediatric checkers? This session participants will be playing checkers. Individuals will be placed into groups and given the opportunity to answer and discuss various pediatric topics by answering questions. It's a fun way to review and learn about pediatric care. **NM EMS CE – 1 hr. Pediatrics**

Applying Fire Codes in Commercial Fire Investigations

Instructors: NM IAAI & SFMO

Fire codes are more than regulatory requirements — they are critical investigative tools. This presentation explores the direct relationship between code compliance, fire protection systems, and origin and cause determination in commercial fire incidents. This session is designed for fire investigators, company officers, inspectors, fire marshals, and suppression personnel seeking to strengthen the connection between prevention, protection, and investigation while improving defensible documentation and inter-division coordination.

Building a REHAB Program That Protects the Whole Responder

Instructor: Ignacio Dominguez, Santa Fe County Fire Dept.
This presentation explores Incident Rehabilitation as a critical component of responder safety, performance, and long-term health. Using Santa Fe County Fire Department's REHAB program as a real-world example, attendees will learn practical strategies for supporting physical recovery, mental well-being, injury prevention, and responder readiness.

NM EMS CE – 1 hr. Preparatory/Operations

Saturday, October 24th, 2026

9:30am to 12pm

Rope Rescue: Know Your Knots

Instructors: NM Fire Academy Adjunct Instructors

This hands-on course introduces students to essential knots used in fire and rescue operations. Participants will learn how to properly tie a variety of common knots, understand when and where each is best used, and get plenty of hands-on practice to build confidence and improve their knot-tying skills. **Required PPE: Leather or sturdy gloves & above-ankle boots**

Water Shuttle Part 1

Instructors: NM Fire Academy Adjunct Instructors

This is Part 1 of the course focusing on rural water supply and shuttling water. The course will focus on how to effectively haul water and keep a consistent water supply during firefighting operations. Helpful for departments that do not have a water system in their district as well as departments that use water shuttles for ISO purposes. **Required PPE: Structural Firefighting PPE**



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Item 14.

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Vehicle Processing While Assisting in an Investigation Part 1

Instructors: NM State Fire Marshal's Office Investigations Division

This is the first part of the course that will utilize your extrication skills to disassemble a vehicle while coordinating with fire investigator oversight. Attendees will learn how to use previous knowledge and skills while abiding with evidence handling and investigative processes. **Required PPE: NFPA approved structural firefighting gear or extrication jumpsuit / technical rescue gear, helmet, secondary eye protection, leather type gloves or extrication type gloves, hard sole shoes preferably steel toe or any NFPA approved type boot**

9:30am to 10:30am

Landing Zone Basics

Instructor: My Ha, Air Methods

The critical phase of helicopter flight is landing and departing the scene. Trained ground personnel are a vital part of helicopter operations. Selection of a flat surface, firm ground, free of obstacles, frequency and focus provide the necessary conditions for a safe landing and departure. Safety near the helicopter is paramount. **NM EMS CE – 1 hr. Preparatory/Operations**

Take A Little Trip

Instructor: James Williams, AeroCare

We have all faced the "man down, unresponsive" call and got on scene and had very little to work with. In this day and age, with drug abuse on the rise, it is becoming more common for prehospital personnel to treat someone with an accidental overdose of a variety of substances. Substances may include your garden variety prescription or illegal drugs as well as going back to nature and "taking a trip on Mother Nature." Join James during a case-based approach to learning to discover the signs and symptoms of the ingestion of different substances people may abuse or use by mistake, the toxicological implications, and what treatments need to be implemented. **NM EMS CE – 1 hr. Medical**

Alcohol Abuse

Instructor: Dr. Kimberly Pruett, UNM EMS Consortium

In this session, join Dr. Pruett in the review of the physiology and effects of alcohol abuse on the body, the impacts on patients that are addicted to alcohol, and the impacts on our treatment in the field. **NM EMS CE – 1 hr. Medical**

MCI Pediatric Skills Lab #1

Instructor: Kerry Clear, NMEMTA

Get hands-on experience managing pediatric patients during a mass casualty incident in this interactive, open skills lab. EMS providers can practice pediatric triage, assessment, treatment priorities, and rapid decision-making in realistic scenarios designed to build confidence when multiple young patients need care at once. **NM EMS CE – 1 hr. Pediatrics**

Little Hot Bellies: Pediatric Abdominal Trauma

Instructor: Deputy Chief Tomi DeSoto, Cibola County Fire and ES
Pediatric abdominal injuries can be difficult to recognize and may hide significant internal trauma. This session reviews assessment findings, injury patterns, and prehospital considerations to help EMS providers identify concerning injuries, prioritize treatment, and make appropriate transport decisions. **NM EMS CE – 1 hr. Pediatrics**

Recognition of Illicit Labs

Instructors: Assistant Special Agent in Charge Jeffery Castillo, DEA

This course is designed to familiarize students with the recognition of illicit drug laboratories and the hazards they may present to emergency responders. Students will learn to identify indicators of potential illicit drug production, recognize chemical, fire, explosion, environmental, and structural hazards, and understand the

appropriate initial response considerations. Emphasis will be placed on responder safety, hazard recognition, scene assessment, appropriate PPE, isolation and notification procedures, coordination with specialized resources. **NM EMS CE – 1 hr. Preparatory/Operations**

Item 14.

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11am to 12pm

Basic to Advanced Airway: A Review

Instructor: My Ha, Air Methods

This session provides a practical review of airway management from basic techniques through advanced interventions. EMS providers will refresh essential airway assessment skills, review appropriate airway devices and techniques, and strengthen decision-making for managing both routine and challenging airways in the prehospital setting. **NM EMS CE – 1 hr. Airway**

We Resuscitate the Living, Right?

Instructor: James Williams, AeroCare

Resuscitation is defined as the action or process of reviving someone from unconsciousness or apparent death. However, this definition needs to be expanded to include the living as our job is to help fight off and prevent death. As interventions for our patient's progress, we can sometimes do more harm than good. This session will explore actions we take that may be detrimental to our patients as well as explore interventions that should be incorporated into our treatment guidelines to improve patient outcomes. **NM EMS CE – 1 hr. Cardiac**

Non-Accidental Trauma: Child Abuse

Instructor: Dr. Kimberly Pruett, UNM EMS Consortium

Non-accidental trauma (NAT) is a leading cause of childhood traumatic injury and death in the United States. It is estimated that 1,400 children died from maltreatment in the United States in 2002 and abusive head trauma (AHT) accounted for 80% of these

deaths. This review examines the epidemiology and risk factors for NAT as well as the general presentation and required medical workup of abused children. **NM EMS CE – 1 hr. Pediatrics**

MCI Pediatric Skills Lab #2

Instructor: Kerry Clear, NMEMTA

Get hands-on experience managing pediatric patients during a mass casualty incident in this interactive, open skills lab. EMS providers can practice pediatric triage, assessment, treatment priorities, and rapid decision-making in realistic scenarios designed to build confidence when multiple young patients need care at once. **NM EMS CE – 1 hr. Pediatrics**

CPAP Review

Instructor: Karen Burns, Clovis Community College

This session reviews the use of Continuous Positive Airway Pressure (CPAP) for patients experiencing respiratory distress or failure. Participants will review essential respiratory anatomy and physiology, common adult respiratory emergencies, and the appropriate application of CPAP to improve breathing and patient outcomes in the prehospital setting. **NM EMS CE – 1 hr. Airway**

Hazmat Panel: Illicit Labs

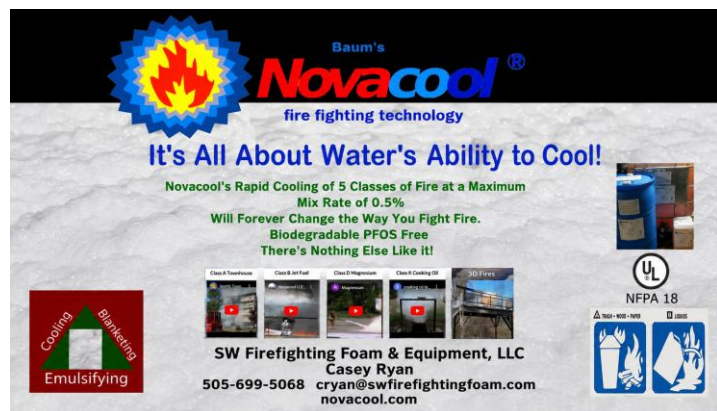
Instructor: Tessa Synder, NM DHSEM

This course provides students with an opportunity to engage with a panel of hazardous materials response experts representing various response agencies. Panelists will discuss real-world incidents, lessons learned, operational challenges, and best practices related to hazardous materials response. Students will have the opportunity to ask questions and gain practical insight into incident management, responder safety, interagency coordination, and effective hazmat response operations.

Building the Team: Importance of Peer Support Programs and Their Teams

Instructor: Asst. Chief Jaime Gonzales, Valencia County Fire Dept.

This session is designed for first responder agencies looking to develop, strengthen, or expand their own peer support teams. Participants will explore the key components of an effective peer support program, including team development, member selection, training, confidentiality, and building a sustainable program that supports responder wellness and resilience. **NM EMS CE – 1 hr. Preparatory/Operations**



2:45pm to 5pm

Airway Management Lab

Instructor: Tressa Yantz PHI Air Medical

This session will take you from basic assessment to advanced airway interventions. We'll review respiratory anatomy, patient positioning, BLS maneuvers, and the use of extra- and supraglottic airways. In the lab, you'll practice ventilating, placing airway adjuncts, and assessing airway placement effectiveness, equipping you with the skills and confidence to meet your patients' ventilation challenges. **NM EMS CE – 2.5 hrs. Airway**

Gross and Mass Decon Procedures

Instructors: John Foley, NM Fire Academy

Item 14.

This course is designed to familiarize students with the principles and procedures of gross and mass decontamination during emergency incidents. Students will learn basic decontamination methods, equipment setup and operation, patient flow, responder safety, and coordination of decontamination operations. Practical applications will provide students with hands-on experience establishing and operating decontamination areas while maintaining effective communication, organization, and scene safety. **Required: Structural Firefighting PPE**

Rope Rescue: Mechanical Advantages

Instructors: NM Fire Academy Adjunct Instructors

In this session, students will learn how to generate mechanical advantage using rope and pulleys as a force multiplier to safely rescue individuals from difficult areas. **Required PPE: Leather or sturdy gloves & above-ankle boots**

Water Shuttle Part 2

Instructors: NM Fire Academy Adjunct Instructors

This is part 2 of the course focusing on rural water supply and shuttling water. The course will focus on how to effectively haul water and keep a consistent water supply during firefighting operations. Helpful for departments that do not have a water system in their district as well as departments that use water shuttles for ISO purposes. **Required: Structural Firefighting PPE**

Vehicle Processing While Assisting in an Investigation Part 2

Instructors: NM State Fire Marshal's Office Investigations Division

This is the second part of the morning course that will utilize your extrication skills to disassemble a vehicle while coordinating with fire investigator oversight. Attendees will learn how to use previous knowledge and skills while abiding with evidence handling and investigative processes. **Required PPE: NFPA approved structural firefighting gear or extrication jumpsuit / technical rescue gear, helmet, secondary eye protection, leather type gloves or extrication type gloves, hard sole shoes preferably steel toe or any NFPA approved type boot**

2:45pm to 3:45pm

Chest Pains and MIs

Instructor: Karen Burns, Clovis Community College

Learn to quickly recognize and manage cardiac emergencies in the field. This session covers symptoms, assessment strategies, and evidence-based interventions to help EMS providers deliver fast, effective care during life-threatening cardiac events.

NM EMS CE – 1 hr. Cardiac

Burned & Critical: Adult Burn Emergencies

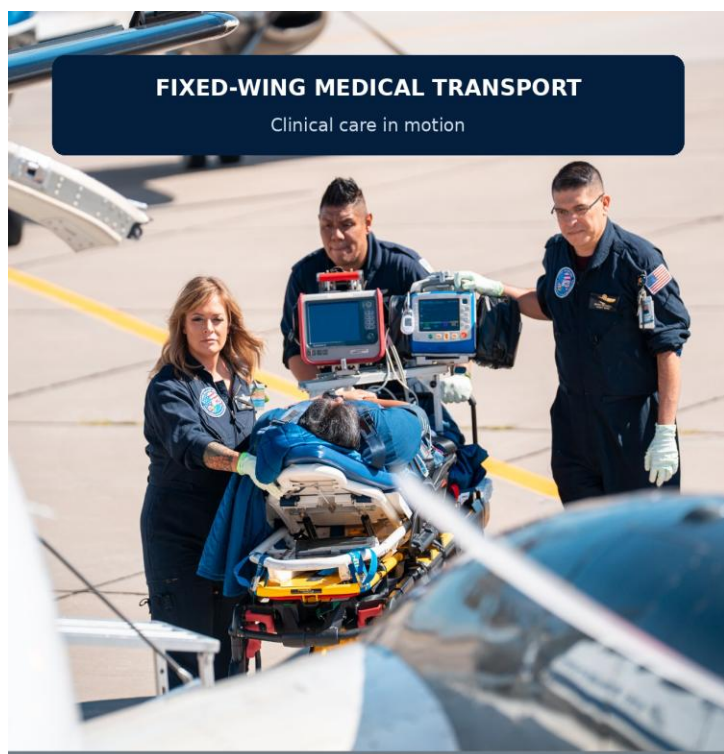
Instructor: Dr. Nicole Entenmann, UNM EMS Consortium

From minor burns to life-threatening injuries, early EMS care can significantly impact patient outcomes. This session prepares EMS providers to assess burn severity, recognize airway and inhalation injuries, manage pain and fluid needs, prevent complications, and make critical treatment and transport decisions for the adult burn patient. **NM EMS CE – 1 hr. Trauma**

Bradycardia & Pacing

Instructor: Dr. Kimberly Pruett, UNM EMS Consortium

When the heart rate drops and your patient begins to crash, rapid recognition and decisive treatment matter. Designed for ALS providers, this session takes a practical approach to symptomatic bradycardia, focusing on ECG interpretation, medication management, transcutaneous pacing, and critical treatment decisions to help providers confidently manage unstable patients in the prehospital setting. **NM EMS CE – 1 hr. Cardiac**



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MCI Pediatric Skills Lab #3

Instructor: Kerry Clear, NMENTA

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Get hands-on experience managing pediatric patients during a mass casualty incident in this interactive, open skills lab. EMS providers can practice pediatric triage, assessment, treatment priorities, and rapid decision-making in realistic scenarios designed to build confidence when multiple young patients need care at once. **NM EMS CE – 1 hr. Pediatrics**

Little Warriors: Complex Pediatric Oncology: When Treatment, Emergencies & Goals of Care Collide

Instructor: Devin Vierling, Air Methods/Native Air

Behind every pediatric cancer diagnosis is a complicated patient whose disease and treatment can affect nearly every system in the body. Little Warriors explores pediatric oncology from a critical care perspective, including common cancers, chemotherapy and treatment complications, immunosuppression, oncologic emergencies, pain management, and multisystem effects. But medicine isn't always about doing more. We'll also explore comfort care, goals of care, and one of the hardest questions clinicians face: When are our interventions helping, and when is it time to focus on comfort? This is pediatric oncology beyond the diagnosis, where clinical knowledge meets compassion.

NM EMS CE – 1 hr. Pediatrics

4pm to 5pm

NM EMT Annual Meeting

NM EMT Association Board of Directors

Join members of the New Mexico EMT Association for the annual meeting to review organizational updates, discuss EMS initiatives, and plan for the year ahead. Attendees can network with peers, share ideas, and contribute to shaping the future of the association and the EMS community in New Mexico.

NM EMS CE: 1 hr. Preparatory/Operations

Heart Attack or Hot Wings

Instructor: Dr. Emily Erdman UNM EMS Consortium

Chest pain can range from a minor complaint to a life-threatening cardiac emergency—and Acute Coronary Syndrome (ACS) doesn't always present with classic symptoms. This session challenges EMS providers to recognize common and less obvious presentations of ACS, identify when an EKG is indicated, differentiate cardiac from non-cardiac causes, and make informed assessment and treatment decisions in the prehospital setting.

NM EMS CE – 1 hr. Cardiac

Eye Emergencies

Instructor: Dr. Kimberly Pruett, UNM EMS Consortium

This session focuses on prehospital assessment and management of traumatic eye injuries. Participants will learn to recognize injury severity, prevent further damage, manage bleeding and exposures, identify suspected globe rupture, safely address foreign bodies and pain, and prioritize appropriate stabilization and transport.

NM EMS CE – 1 hr. Trauma

When the Placenta Hits the Fan

Instructor: Devin Vierling, Air Methods/Native Air

OB emergencies may not happen every shift, but when they do, there are two patients depending on you. This course takes the fear out of high-risk obstetrics by breaking down the emergencies that can turn a routine delivery into a critical situation in seconds. From preeclampsia and eclampsia to hemorrhage, placental emergencies, abnormal presentations, and complicated deliveries, we'll work through assessment, recognition, treatment, and the decisions that matter most. Let's make the art of delivery a little less scary, especially when the placenta hits the fan.

NM EMS CE – 1 hr. Special Considerations

8am to 12pm

Wildland Fire Safety Training Annual Refresher

Instructor: Chief Dustin Middleton, Cibola County Fire and ES
Stay sharp, stay safe, and be ready for the next wildland fire season. This annual RT-130 refresher reinforces critical fireline safety, risk management, LCES, Standard Firefighting Orders, Watch Out Situations, fire shelter deployment, and lessons learned from real-world incidents—giving firefighters the knowledge and confidence to recognize hazards and make sound decisions when it matters most. NWCG RT-130 certificate will be provided.

Required PPE: Leather or sturdy gloves, wildland helmet, eye protection & above-ankle boots

Traffic Incident Management

Instructor: Pete Bellows, NMEMTA

One of the most dangerous environments for our first responders is our roadways. Come learn how to create a safe place to perform our skills. It is encouraged every responder community to become TIM trained—including law enforcement, fire and rescue, EMS, towing and recovery, transportation, and public works. This nationally recognized training program has proven to be a successful tool in teaching responders how to manage roadway incidents quickly, collaboratively, efficiently, and safely. This class is The National Traffic Management Responders Training Program and students will receive a certificate of completion at the end of the course. **NM EMS CE: 4 hrs. Preparatory/Operations**

8am to 9am

Big Head Little Body

Instructor: Devin Vierling, Air Methods/Native Air

Kids aren't just tiny adults and treating them like they are can get you into trouble! Big Head, Little Body explores the important anatomical, physiological, and developmental differences that change how we assess and treat pediatric patients. We'll tackle pediatric assessment, respiratory emergencies, shock, medication considerations, deterioration, and those subtle warning signs that tell you a little patient is about to develop a BIG problem. Build confidence, sharpen your pediatric instincts, and make the scary kid call a little less scary. **NM EMS CE – 1 hr. Pediatrics**

Protecting the Vulnerable: EMS Response to Elder Abuse

Instructor: Kerry Clear, NMEMTA

This comprehensive course is designed to equip participants with the knowledge and skills needed to identify, understand, and respond to elder abuse. As the population of older adults grows, recognizing the signs of abuse and neglect becomes increasingly vital. **NM EMS CE – 1 hr. Special Considerations**

Seizing in the Streets

Instructor: Ann Bellows, NMEMTA

This prehospital care lecture on identifying seizure activity (including status epilepticus), keeping patients safe and protected, using an effective ABC approach, administering first-line benzodiazepines per protocol, managing refractory seizures, and planning rapid transport with clear communication to improve outcomes. **NM EMS CE – 1 hr. Medical**

Rodeo Sport Injuries

Instructor: Jay James, Clovis Community College

Rodeo is an increasingly popular but dangerous sport, with injury rates higher than any other sport. This class will discuss the common events that occur in most rodeo competitions, highlight the injuries most often documented in rodeo injury reporting, and suggested guidelines for preparation of medical coverage of a typical rodeo event. **NM EMS CE – 1 hr. Trauma**

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9:30am to 12pm

Let's Give Drugs!

Instructor: Jay James, Clovis Community College

This practical skills session focuses on the medications EMS providers carry and administer in the prehospital setting. Participants will review medication indications and dosing, work through common med-math calculations, and practice selecting, preparing, and drawing up medications correctly—turning medication knowledge into confident, hands-on patient care.

NM EMS CE – 2.5 hrs. Preparatory/Operations

9:30am to 10:30am

Vasopressors

Instructors: Mat Schildt & Rebecca Lenberg, PHI Air Medical

This session provides a practical overview of modern vasopressor medications and their role in managing critically ill patients. Participants will review how commonly used vasopressors work, when they may be indicated, and their effects on blood pressure, perfusion, and overall patient management.

NM EMS CE – 1 hr. Preparatory/Operations

Under the Heat: Managing Pediatric Burns

Instructor: Kerry Clear, NMEMTA

This session prepares EMS providers of all levels to confidently assess and manage pediatric burn injuries. Participants will review burn severity, age-specific considerations, pain management, fluid needs, and prehospital treatment priorities to provide effective care for young burn patients.

NM EMS CE – 1 hr. Pediatrics

Grey Matters; Mastering Geriatric Assessment in EMS

Instructor: Ann Bellows, NMEMTA

This session focuses on the unique challenges of assessing and treating older adult patients in the prehospital setting. Participants will review age-related physiological changes, common presentations, and atypical signs of illness. Practical strategies for rapid assessment, accurate decision-making, and compassionate

care are provided to help EMS providers optimize outcomes for the geriatric population. **NM EMS CE – 1 hr. Special Considerations**

Item 14.

11am to 12pm

The Silent Systems: Hormones, Electrolytes & the Problems We Can't See

Instructor: Devin Vierling, Air Methods/Native Air

Some of the most dangerous problems happening inside our patients are completely invisible from the outside. The Silent Systems takes a practical dive into the hormones and electrolytes quietly controlling the heart, brain, muscles, kidneys, metabolism, and nearly everything else keeping our patients alive. We'll connect electrolyte abnormalities, endocrine emergencies, lab values, ECG changes, medications, and clinical presentation to answer one important question: Is the real problem something we can't see? Forget memorizing endless lab values. This course is about recognizing patterns, connecting the dots, and understanding what the body is trying to tell you before the numbers become an emergency.

NM EMS CE – 1 hr. Medical

You Have What Where? Body Modifications

Instructor: Kerry Clear, NMEMTA

Body modifications have been a part of history and have been recorded in historic records of nearly every culture throughout the ages. Body modifications can have an adverse effect on pre-hospital emergency care, and care must be used when working around various body modifications.

NM EMS CE – 1 hr. Medical

Anaphylaxis: Can You Meet the 5-Minute Challenge?

Instructor: Ann Bellows, NMEMTA

A prehospital care lecture focused on fast identification of anaphylaxis, avoiding common diagnostic pitfalls, and delivering the right interventions in the right order—intervene, and be prepared for treatment escalation, repeat dosing considerations, and clear communication/transport planning.

NM EMS CE – 1 hr. Medical

NOTE:

The New Mexico Fire and EMS Expo will not be responsible for any losses incurred by the registrants, including but not limited to traveling expenses or hotel deposits. ALL refunds will be processed after the Expo has concluded.



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FREQUENTLY ASKED QUESTIONS



Item 14.

CAN I BRING A COMPANION OR MY FAMILY?

For safety and due to the nature of some sessions, Expo attendance is limited to registered participants only.

CAN I BRING A PET?

To support a safe, distraction-free learning environment, pets are not permitted in Expo venues.

WHO SHOULD ATTEND EXPO?

Fire and EMS First responders, chief officers, fire inspectors, and fire investigators from New Mexico will benefit from attending Expo.

ARE THERE REGISTRATION DISCOUNTS?

Thanks to our generous sponsors this year, registration is at a special rate of \$100 per person. Registration will be limited to a max of 200 attendees this year.

HOW EARLY DO I NEED TO RESERVE MY ROOM?

Due to other events in Socorro, hotel rooms are limited. Reserve early! Room blocks are available at Best Western, Holiday Inn Express, Comfort Inn, and EconoLodge.

CAN I ATTEND FOR A SINGLE DAY?

Yes, you can register for as many days as you would like for Expo.

WHAT SHOULD I WEAR?

Dress appropriately for weather and training activities. No open-toe shoes, shorts, tank tops, or revealing clothing. Live-evolution classes require NFPA-compliant structural firefighting PPE unless otherwise noted.

DOES EXPO OFFER EMS CEUs?

Yes, Expo will offer NM EMS Bureau approved EMS CEUs for EMS related classes held during the event.

HOW WILL I GET MY EMS CEUs?

Completion certificates with CEU details will be available for download after Expo, along with instructions for uploading to the NM EMS Licensing Portal.

CAN I CHANGE MY SESSION?

Yes. Sessions may be changed through the CVENT App, subject to availability.

MES  **rosenbauer**

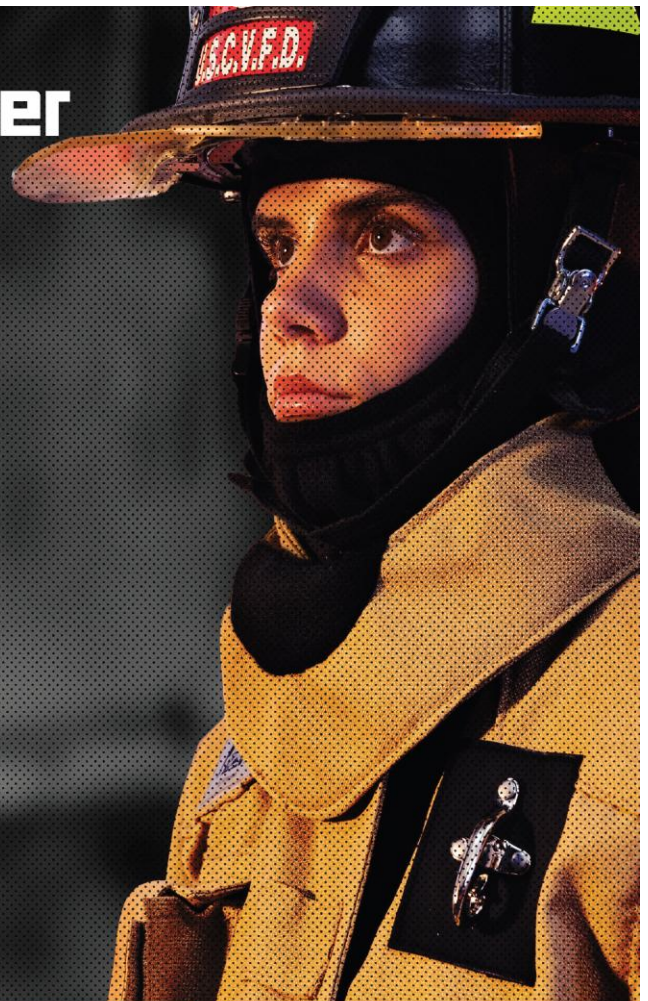
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OCTOBER 21ST – 25TH, 2026

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SCAN TO REGISTER



**LIMITED TO
 200 ATTENDEES**
 REGISTRATION WILL
 NOT EXCEED 200.

PROFESSIONAL LEGAL SERVICES AGREEMENT

City Attorney Services

This Professional Legal Services Agreement (the "Agreement") is entered into by and between the City of Bayard, New Mexico, a New Mexico municipal corporation (the "City"), and Matthew Bradburn, Attorney at Law, a licensed attorney in good standing with the State Bar of New Mexico ("Attorney"). The City and Attorney are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City requires the services of a duly licensed attorney to serve as City Attorney and to provide civil legal services to the City and criminal prosecution services to the City of Bayard Police Department; and

WHEREAS, Attorney is duly licensed to practice law in the State of New Mexico and is willing and qualified to provide such services on the terms set forth herein; and

WHEREAS, the City desires to engage Attorney, and Attorney desires to be engaged, as an independent contractor to provide the legal services described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. APPOINTMENT AND SCOPE OF SERVICES

(a) Appointment. The City hereby appoints Attorney to serve as City Attorney for the City of Bayard, New Mexico, and Attorney accepts such appointment, subject to the terms and conditions of this Agreement.

(b) Civil Legal Services. Attorney shall provide general civil legal services to the City, including but not limited to legal advice and counsel to the City Council, Mayor, and City staff; review and preparation of ordinances, resolutions, contracts, and other legal documents; attendance at City Council meetings and other meetings as requested; representation of the City in civil administrative and judicial proceedings; and such other civil legal services as are customarily performed by a municipal attorney and as reasonably requested by the City.

(c) Criminal Prosecution Services. Attorney shall provide criminal prosecution legal services on behalf of the City of Bayard Police Department, including the prosecution of municipal ordinance violations and applicable state criminal matters referred by the Police Department, in both municipal court and state court, as needed.

(d) Standard of Care. Attorney shall perform all services under this Agreement in a professional and competent manner consistent with the standards of the legal profession in the State of New Mexico and in compliance with the Rules of Professional Conduct governing attorneys licensed in New Mexico.

2. COMPENSATION

(a) Civil Legal Services Rate. For civil legal services rendered under Section 1(b), the City shall compensate Attorney at the rate of \$135.00 per hour, plus applicable New Mexico Gross Receipts Tax.

(b) Criminal Prosecution Rate. For criminal prosecution services rendered under Section 1(c), the City shall compensate Attorney at the flat rate of \$475.00 per case, plus applicable New Mexico Gross Receipts Tax.

(c) Appeals. If any criminal case prosecuted by Attorney under this Agreement is appealed to the next higher court, Attorney shall be compensated an additional flat fee of \$475.00 per case for services related to the appeal, plus applicable New Mexico Gross Receipts Tax.

(d) Gross Receipts Tax. In addition to all fees described in this Section 2, the City shall pay Attorney the applicable New Mexico Gross Receipts Tax rate in effect at the time services are billed, as required by the Gross Receipts and Compensating Tax Act, NMSA 1978, § 7-9-1 et seq., as amended.

(e) Invoicing and Payment. Attorney shall submit itemized invoices to the City on a quarterly basis, or at such other interval as the Parties may agree, setting forth the services performed, the hours expended (for civil matters), the case(s) billed (for criminal matters), and the amount due, including Gross Receipts Tax.

The City shall pay approved invoices in accordance with its standard payment practices and applicable law, including the Prompt Payment Act, NMSA 1978, § 13-1-158.

(f) Reimbursable Expenses. The City shall reimburse Attorney for reasonable and necessary out-of-pocket expenses actually incurred in connection with the performance of services under this Agreement, provided such expenses are approved in advance by the City and are supported by appropriate documentation.

3. TERM AND TERMINATION

(a) Term. This Agreement shall commence on the Effective Date set forth below and shall continue in effect until terminated by either Party as provided herein. This Agreement does not have a fixed term or expiration date.

(b) Termination Without Cause. Either Party may terminate this Agreement, with or without cause, by providing at least fourteen (14) calendar days' written notice to the other Party.

(c) Effect of Termination. Upon termination of this Agreement, Attorney shall be entitled to payment for all services properly rendered and expenses properly incurred through the effective date of termination, calculated in accordance with Section 2. Attorney shall, upon request and consistent with Attorney's ethical obligations, cooperate in the orderly transition of open matters to the City or its designated successor counsel, including the return of the City's files and property in Attorney's possession.

(d) Client Right to Discharge. Nothing in this Agreement shall be construed to limit the City's right, as client, to discharge Attorney at any time, with or without cause, consistent with the Rules of Professional Conduct and applicable law.

4. INDEPENDENT CONTRACTOR STATUS

Attorney is and shall remain an independent contractor in the performance of this Agreement and not an employee, agent, or partner of the City. Attorney shall be solely responsible for the payment of all federal, state, and local taxes, including income tax and self-employment tax, arising from compensation received under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee relationship, and Attorney shall not be entitled to participate in any City employee benefit plan, including but not limited to health insurance, retirement, or the Public Employees Retirement Association (PERA), by virtue of this Agreement.

5. PROFESSIONAL RESPONSIBILITY; CONFLICTS OF INTEREST

(a) Licensure. Attorney represents that Attorney is duly licensed to practice law in the State of New Mexico and shall maintain such license, and any bar dues, continuing legal education requirements, and professional liability insurance, in good standing throughout the term of this Agreement.

(b) Conflicts of Interest. Attorney shall not undertake representation of any client, or engage in any outside activity, that would create a conflict of interest with Attorney's representation of the City, without full disclosure to and written consent of the City, to the extent permitted under the New Mexico Rules of Professional Conduct.

(c) Attorney-Client Relationship. The attorney-client relationship established by this Agreement is between Attorney and the City of Bayard as a governmental entity. All communications between Attorney and the City made in connection with this Agreement shall be subject to the attorney-client privilege and Attorney's duties of confidentiality to the extent provided by law and the Rules of Professional Conduct.

6. INSURANCE

Attorney shall, at Attorney's own expense, maintain professional liability (legal malpractice) insurance in an amount and with coverage terms reasonably acceptable to the City throughout the term of this Agreement.

7. INDEMNIFICATION

To the extent permitted by law, Attorney shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from Attorney's negligent acts, errors, or omissions in the

performance of services under this Agreement. Nothing in this Agreement shall be construed as a waiver of any immunity or limitation of liability available to the City under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 et seq.

8. RECORDS AND PUBLIC RECORDS ACT

Attorney shall maintain accurate records of time expended and cases handled under this Agreement and shall make such records available to the City upon reasonable request, subject to the attorney-client privilege and attorney work-product doctrine. The Parties acknowledge that certain records related to this Agreement, such as invoices and the Agreement itself, may be subject to disclosure under the New Mexico Inspection of Public Records Act, NMSA 1978, § 14-2-1 et seq., except to the extent such records are privileged or otherwise exempt from disclosure.

9. APPROPRIATIONS

The Parties acknowledge that the City's obligations under this Agreement are subject to the availability of funds appropriated or budgeted by the City for such purposes in accordance with the New Mexico Bateman Act, NMSA 1978, § 6-6-11, and other applicable law. Nothing in this Agreement shall be construed as creating a general obligation of indebtedness of the City in violation of the New Mexico Constitution.

10. NOTICES

Any notice required or permitted under this Agreement, including notice of termination, shall be in writing and shall be delivered by personal delivery, certified mail (return receipt requested), or reputable overnight courier to the addresses set forth on the signature page of this Agreement, or to such other address as either Party may designate in writing. Notice shall be deemed given upon actual receipt or, if mailed, three (3) business days after deposit in the U.S. Mail.

11. GENERAL PROVISIONS

(a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Venue for any dispute arising under this Agreement shall lie in Grant County, New Mexico.

(b) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by a written instrument signed by both Parties.

(c) Assignment. Attorney shall not assign or subcontract Attorney's obligations under this Agreement without the prior written consent of the City, it being understood that the services to be provided are personal in nature.

(d) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

(e) Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision.

(f) Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

Effective Date: _____

CITY OF BAYARD, NEW MEXICO

By: _____
John L. Ojinaga, Mayor, City of Bayard

Date: _____
Address: 800 Central Avenue, Bayard, NM 88023

ATTEST:

By: _____
Martha Salas, City Clerk, City of Bayard

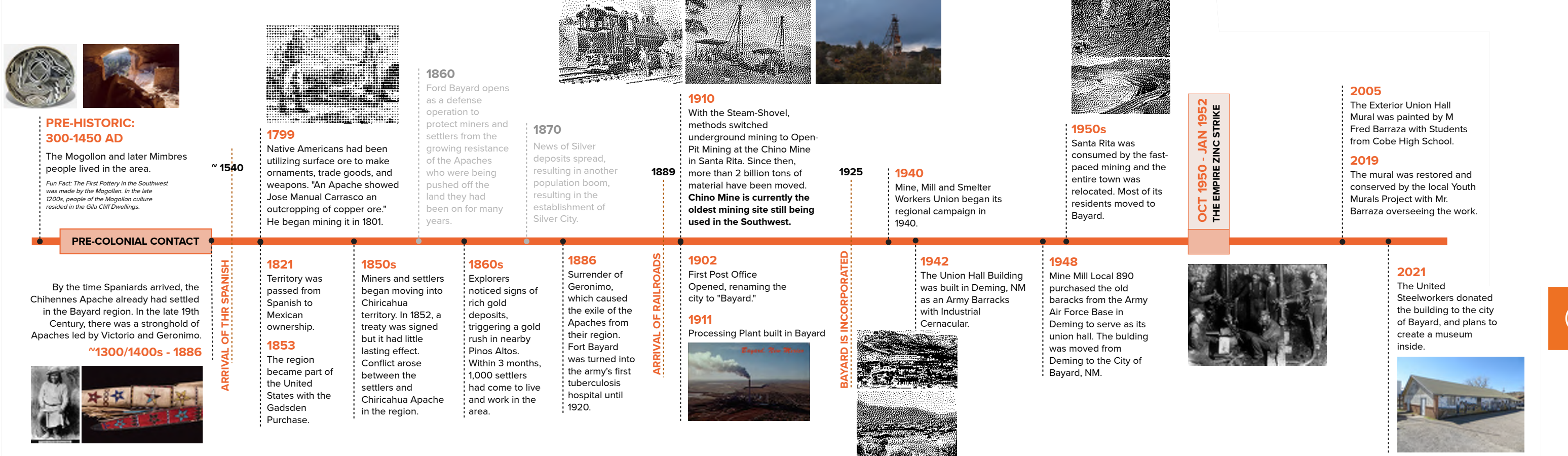
APPROVED AS TO FORM:

ATTORNEY

By: _____
Matthew Bradburn, Attorney at Law

Date: _____
Address: 214 W. Broadway St., Silver City, NM 88061





CITY OF BAYARD, NM



Population is 2,538.
Located in Grant County, in the southern foothills of the Pinos Altos Range and Mogollon Mountain. It's population is predominantly Hispanic or Latino.

CENTRAL MINING DISTRICT

Is in Eastern Grant County, NM and includes the subdistricts of: Hanover, Fierro, and Santa Rita. The Bayard area covers 8.75 square miles in the southwest corner of the Central mining district.

ACKNOWLEDING THE NATIVE APACHES

- When settlers moved into the region, Apachean people were forced to change their lives as nomads, free on the land.
- After the surrender of Geronimo in 1886, the Apaches were exiled to Florida along with the rest of the Chiricahuas. They were forced to live in the confinement of reservation life, on lands ill-suited for subsistence farming, which the US proffered as the model of civilization.
- In 1887, they were relocated to Alabama, then other reservations (Oklahoma) in 1894.
- In 1913, the surviving Warm Springs Apaches could either remain in Oklahoma or join the Mescalero Apaches at their reservation in New Mexico.

EMPIRE ZINC STRIKE



JULY 1950
Mine Mill Local 890 of Hanover, NM opened talked with Empire Zinc. They were demanding an end to the discriminatory working conditions and the dual wage system of two-tiered pay, different for Mexican and Mexican American workers as compared to white workers.

OCTOBER 1950
Local 890 established a strike committee and set up 2 picket posts around the company's property. After 18 weeks, the IUUMSW (International Union of Mine, Mill, and Smelter Workers) took control.

JUNE 1951
Federal Judge prohibits picketing by union members. The Ladies Auxiliary 290 fought to authorize women in the community to take up picketing and also expand demands to include better living conditions in the town and the addition of an indoor plumbing. While the women picketed, the men often took on household duties. "The women - wives, mothers, sisters, and daughters - took their places on the line. The "striking" women persevered despite life threatening situations, violence, incarceration and tension at home. Their determination made national news and resulted in the popular documentary film, Salt of the Earth. These courageous women not only survived in solidarity until the strike ended, but they commanded recognition as well as respect."

AUGUST 1951
Local police arrested and harassed the women, sometimes jailing children who were out on the lines. Strikes became more violent. On one occasion, strikebreakers injured three women when attempting to push through the picket line. Shots were fired by the sheriff wounding a man. Workers from other miners joined the Local 890 strikers.

JANUARY 1952
After 15 months, the Strike came to an end with both the workers and the company compromising.

THE POWER OF UNION



Organizing through the local union empowered the community members in the district to have control over their destiny through collective power.

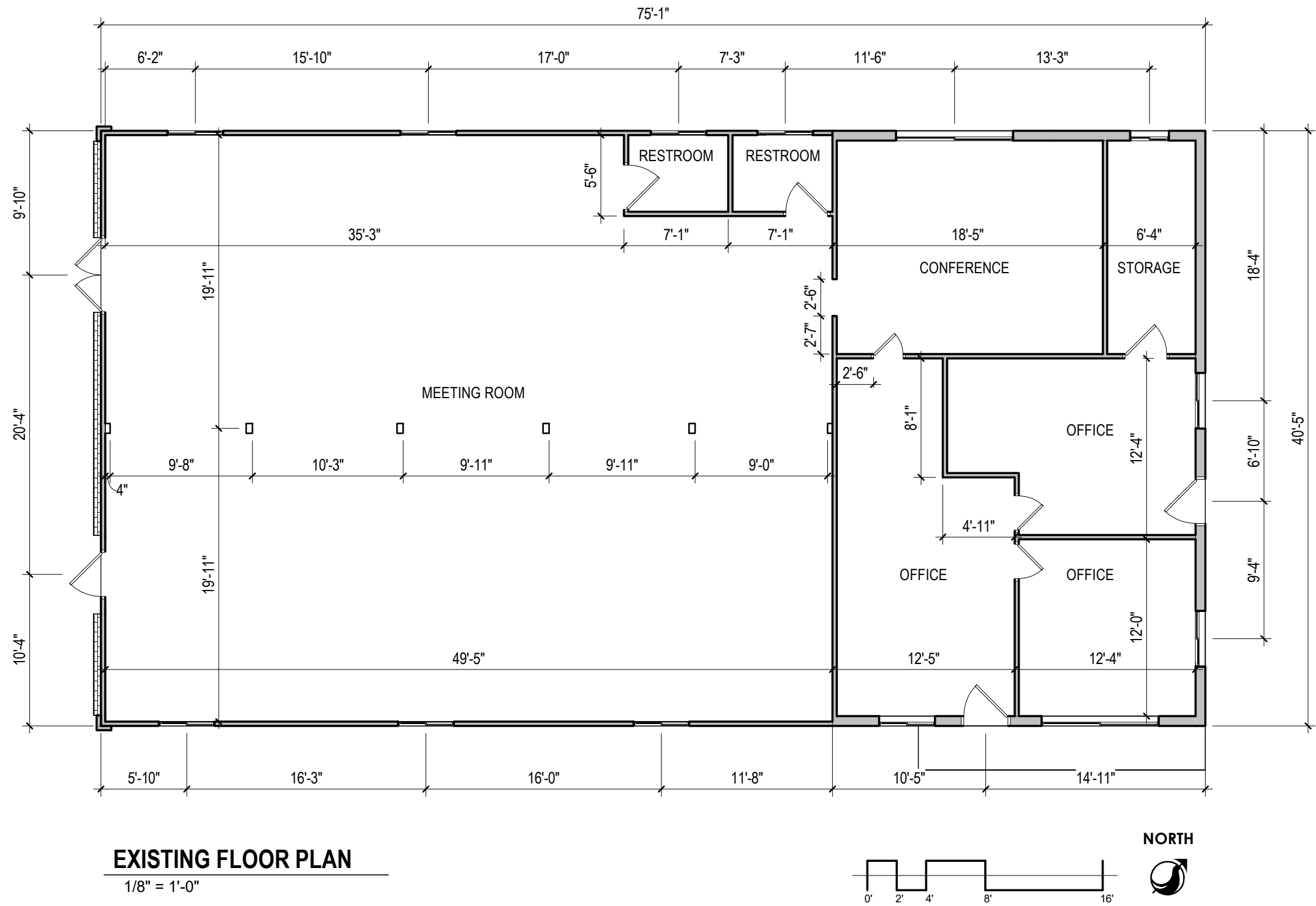
Local historian and retired mineworker Terry Humble
"I can remember during the union strike... I was just a kid, I would ride with my dad, and we'd go through the picket line to go get groceries." Having been part of numerous strikes during his time working for the mine, Humble recalls the cyclical nature of them. The strikes, "were just a necessary cycle that we felt you had to put up with to negotiate with the company and get better wages." "They just continued to get better. I have no idea what kind of wages and benefits we would have had ... had it not been for the union."

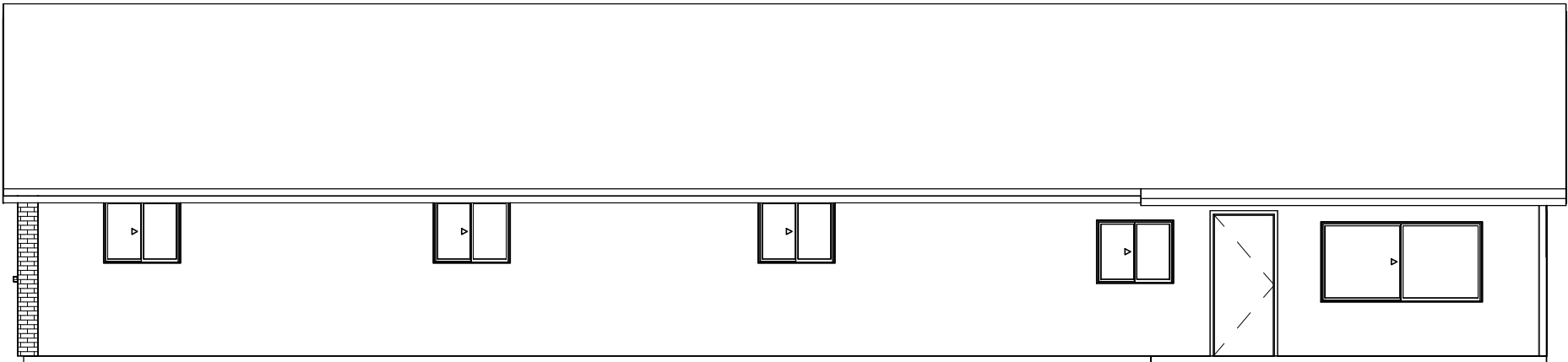
Bayard Councilor Frances Gonzales, whose father and grandfather were both copper miners:
"The wives, children and families rallied together during strike times. Together, they made menudo and burritos to sell, and continued to manage family ranches and farms to ensure the community still had fresh produce when money got tight and food was scarce."

"The union hall was more than a meeting place, it was actually the heart of the community., that's where we had a lot of fundraisers for folks, especially union members that needed help, moneywise. That's where we had all of our community meetings, strike meetings, dances, weddings, anniversaries. It was the place to meet. It was the spot — especially for the Mining District Hispanic community and any union members, whether they were Hispanic or not."

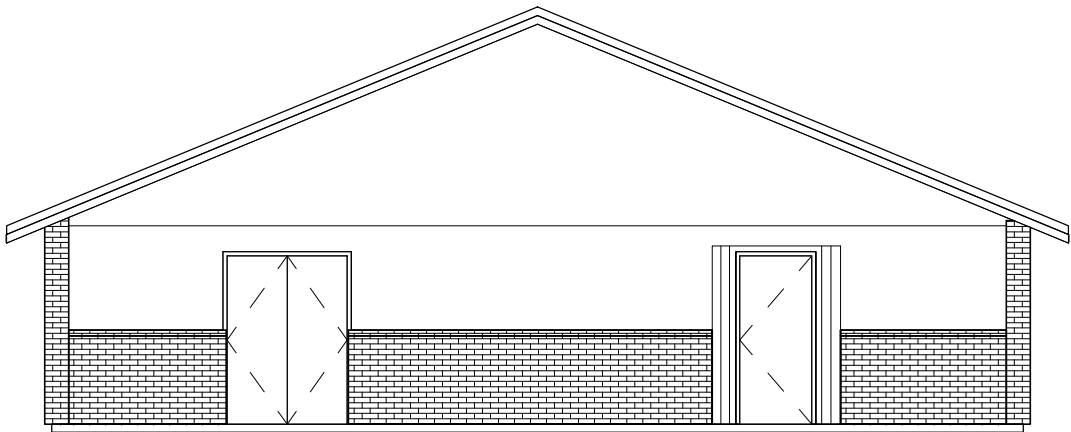
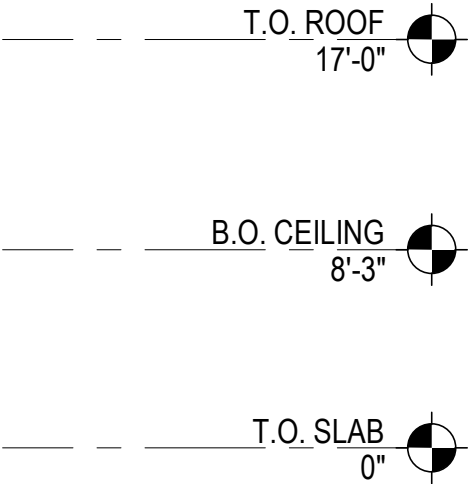


- Recent Building Developments:**
- "Water was basically funneling into the Union Hall parking lot and then going underneath the building, and it had already caused a lot of damage to the floor inside the Union Hall."
 - They had a project that included installing water catchment basins and berms — raised barriers to redirect the water into the basins. It was overseen by an Urban Forestry Grant overseen by Western New Mexico University and the Gila Resources Information Project donated 14 trees that were installed at the top of the basin.
 - The concept is the trees kind of hold the basins together — the roots of the trees — and then the basins collect water and then the trees drink from the water that's captured.
 - A drip irrigation system was also installed to keep the trees and the smaller shrubs in the areas watered when there is no rain.

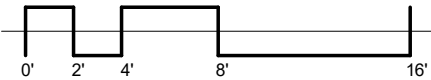
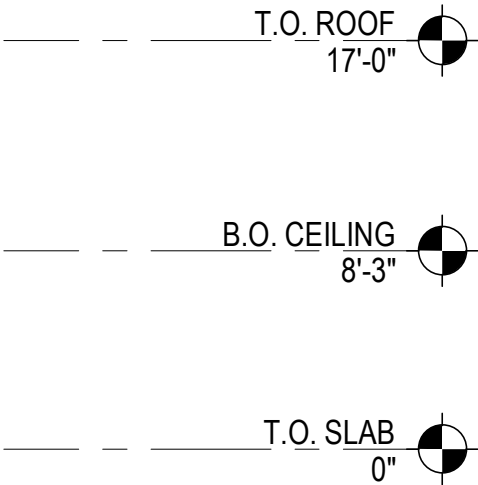


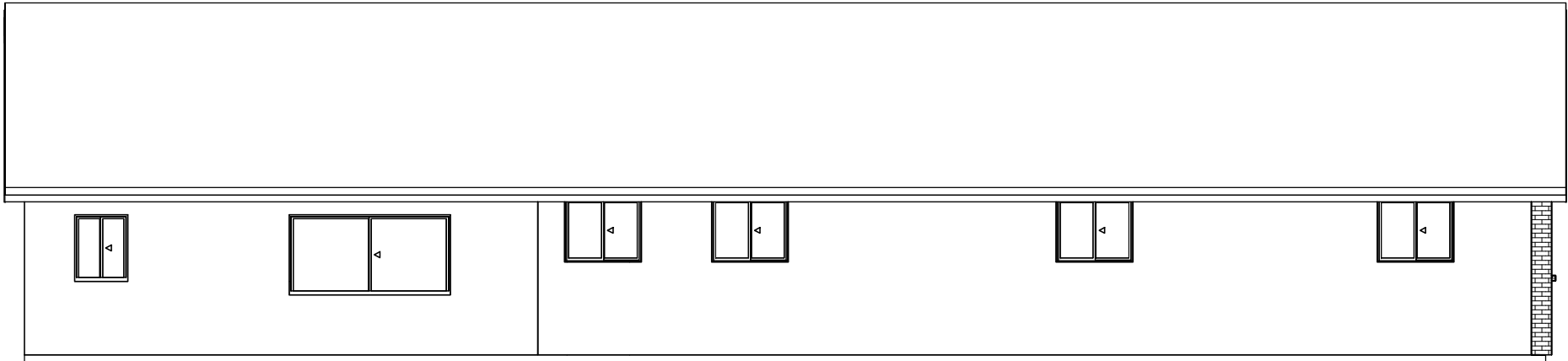


North Elevation
1/8" = 1'-0"

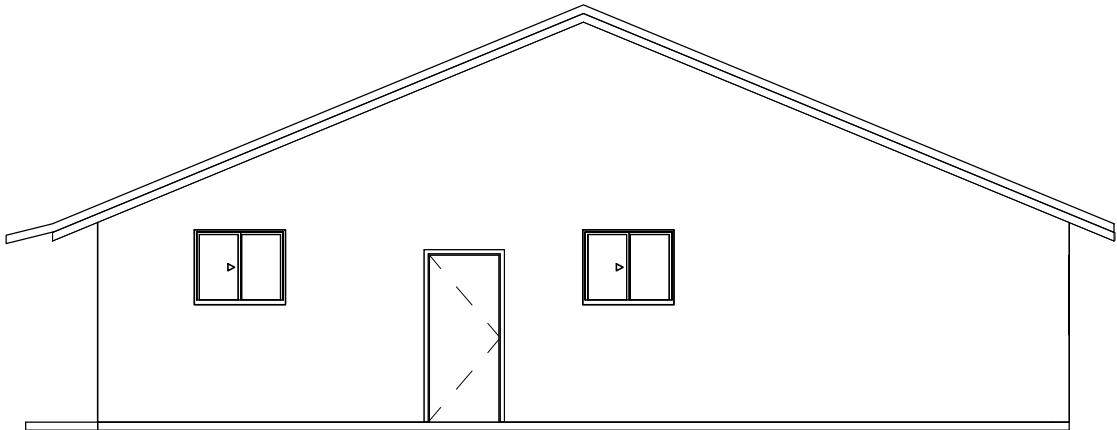


East Elevation
1/8" = 1'-0"

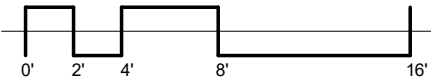


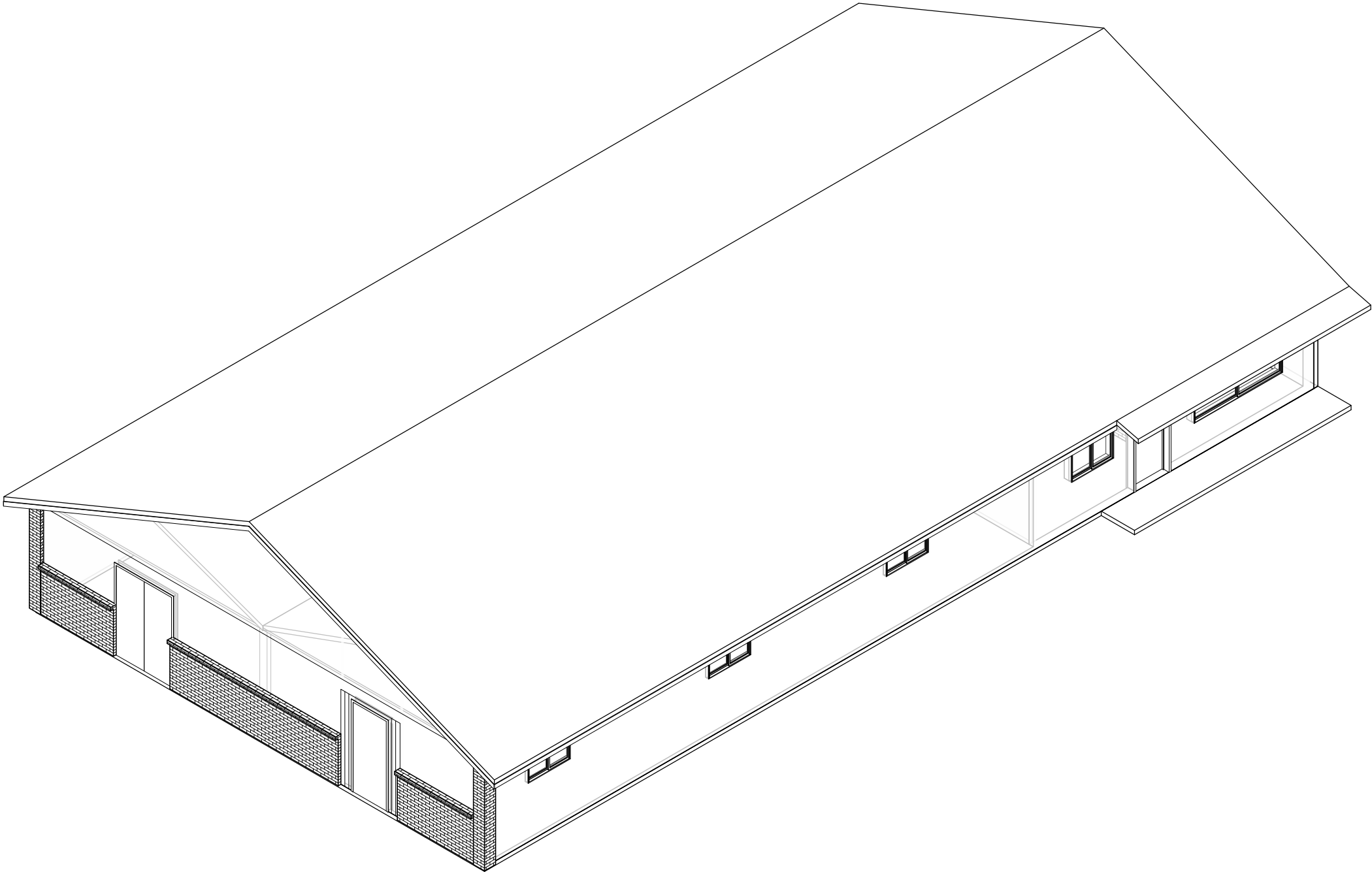


South Elevation



West Elevation





Project North: Building Front (NE)



Project West: Mural Side



Project South: Back-Of-House

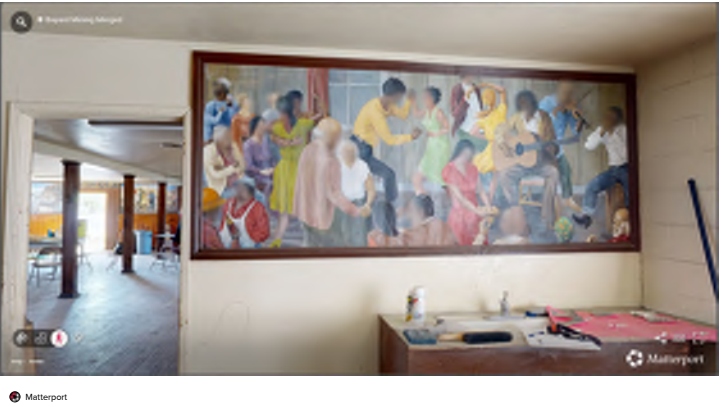


Project East: Backside-Of-House





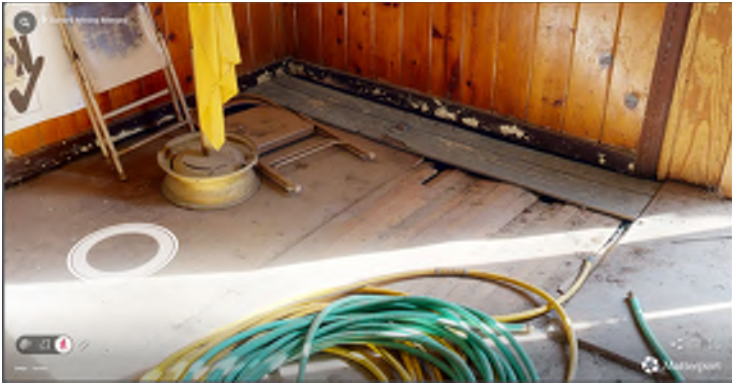
MATTERPORT



Interior Main Space



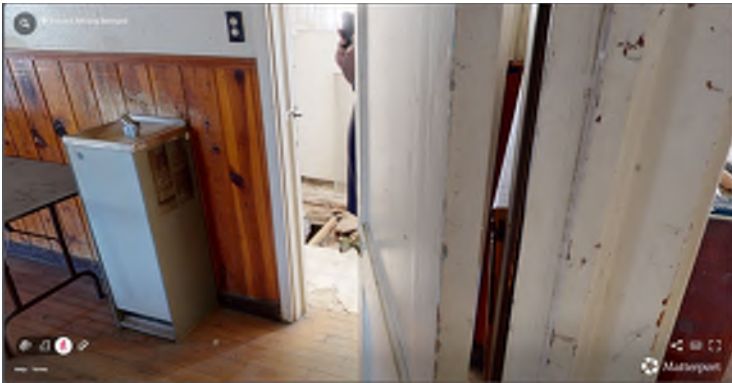
Interior Main Space Concerns

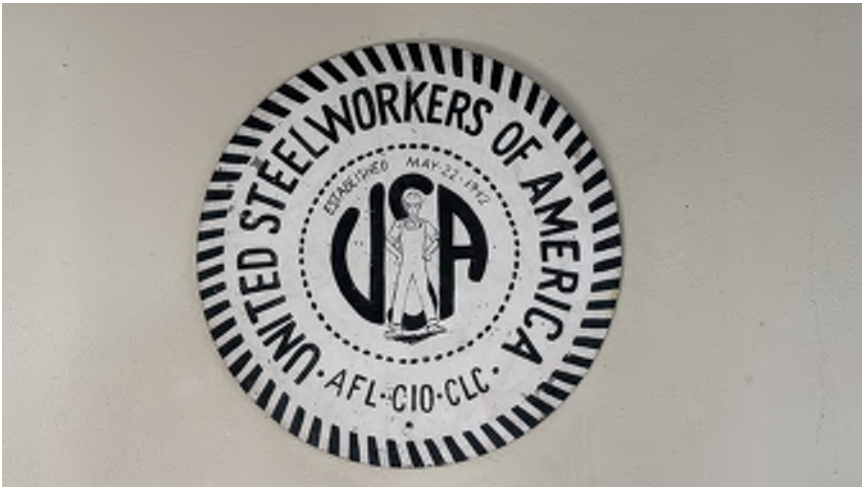


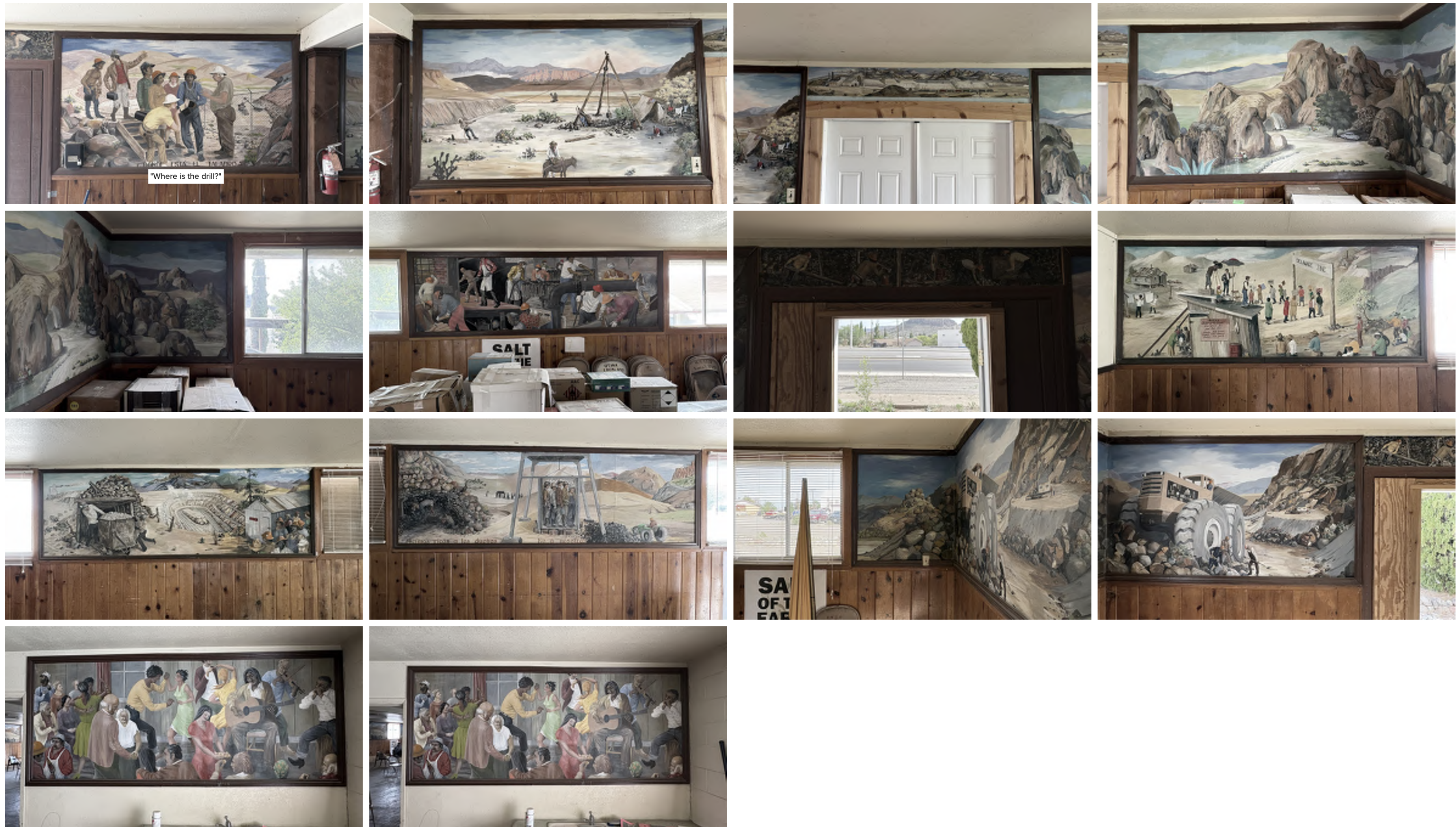
Interior Back Rooms



Interior Back Rooms Con't









Our vision for the museum is to create an experience that honors the local community's historic connection to mining. The museum will reflect the history, culture, and dangers faced by the men and women closely connected with the early days of mining near the city of Bayard, while celebrating the progress their descendants have made in safe mining practices today. The museum will utilize the preservation of artifacts, sharing of personal stories, and interactive exhibits to teach and inform visitors about the culture and history surrounding Bayard mining.



Design Package

MINERALS MINED IN THE CENTRAL DISTRICT: BAYARD SUBDISTRICT

PRIMARY

COPPER



ZINC



SILVER/LEAD



SANTA RITA COPPER MINE PHOTOS



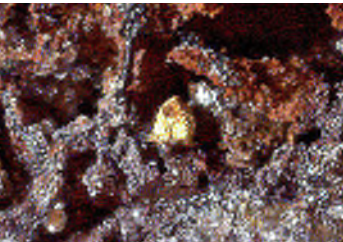
Bayard Mining Museum

SECONDARY

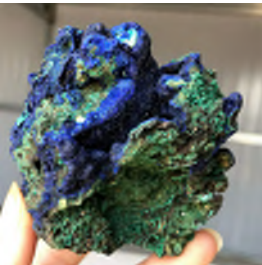
VANADIUM



GOLD



AZURITE AND MALACHITE



Found in the Hanover Mines were the Empire Zinc Strike began.

COLORS INSPIRED BY MINERALS



Color and Material Inspiration

Item 18.

RARE (BUT FOUND)

CALCITE



WULFENITE



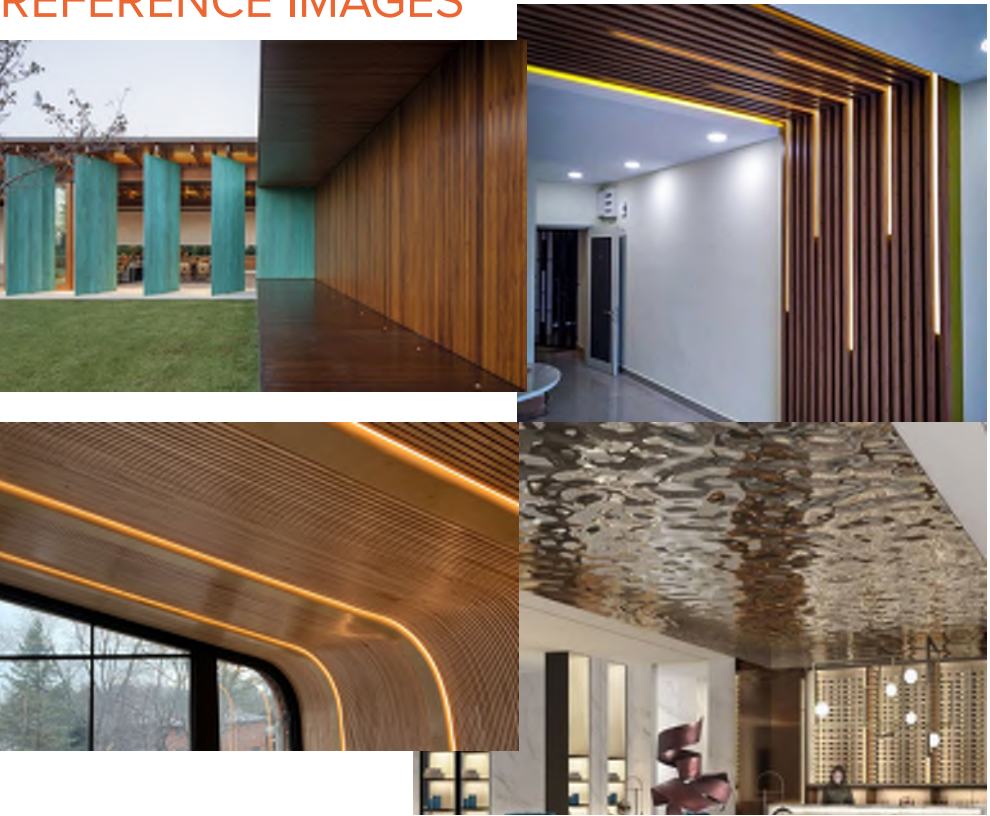
QUARTZ



CHALCOCITE



REFERENCE IMAGES





Bayard Mining Museum

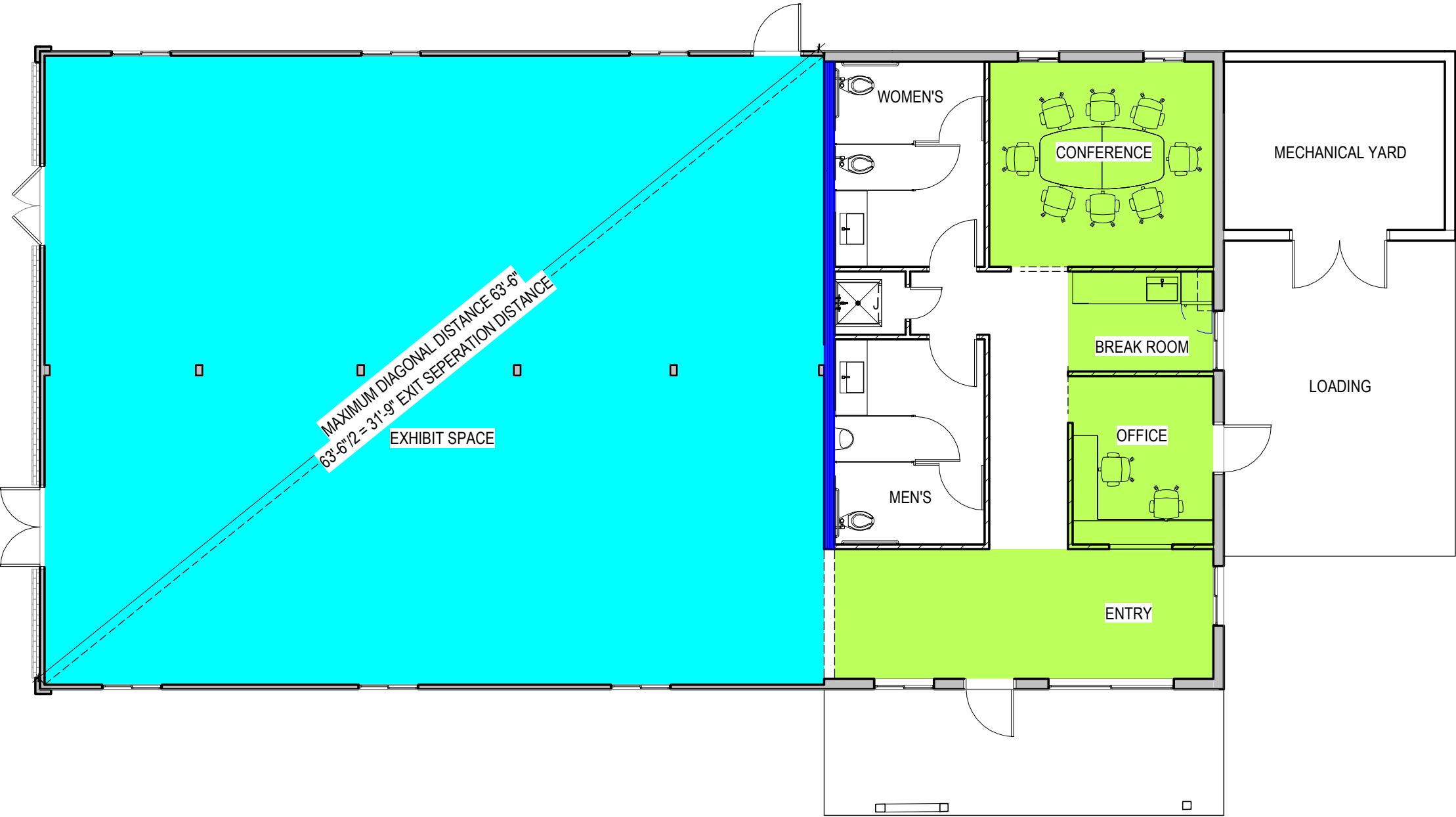


- Current Design Program Criteria**
- Offices [2-3 persons]
 - Conference Room
 - Exhibit Space
 - Education Space [Indoor or Outdoor]
 - Souvenir Shop | Visitor Center
 - Storage | Loading Area
 - Family Attractions

- Connection to Area**
- Ft. Bayard
 - 5 Points Plan
 - Community Center
 - Baseball Fields
 - Church
 - Bayard Mining Park

Meet Available Funding





FLOOR PLAN

1/8" = 1'-0"

PRELIMINARY CODE INFORMATION

ADOPTED CODES
2021 NEW MEXICO COMMERCIAL BUILDING CODE NMAC 14.7.2
2021 NEW MEXICO EXISTING BUILDING CODE NMAC 14.7.7
2021 NEW MEXICO PLUMBING CODE NMAC 14.8.2
2021 NEW MEXICO MECHANICAL CODE NMAC 14.9.2
2020 NEW MEXICO ELECTRICAL CODE NMAC 14.10.5
2012 NEW MEXICO ELECTRICAL SAFETY CODE NMAC 14.10.5

2021 NFPA 58
2021 NFPA 54
2021 NFPA 52
2021 NFPA 1192

2021 NEW MEXICO BUILDING CODE
-CHAPTER 11 (SUPERSEDES IBC - CHAPTER 11) ICC/ ANSI A117.1
-2017 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

OCCUPANCY GROUP: A-3 ASSEMBLY W/ B BUSINESS ACCESSORY
CONSTRUCTION TYPE: V-B

GROSS SF: ± 3,513 SF

ESTIMATED OCCUPANCY:
1,967 SF / [A=30 NET]
+ 544 SF / [B = 150 GROSS] = 70 OCC

PLUMBING FIXTURE CALCULATIONS:
MALE W.C. | LAV = 1 MIN + 1 URINAL
FEMALE W.C. | LAV = 2 MIN
1 DRINKING FOUNTAIN
1 SERVICE SINK

FIRE SPRINKLERS: NOT REQUIRED / NON-SPRINKLERED

FIRE SEPARATION TO BE VERIFIED
BETWEEN A3 & B OCCUPANCIES

A3 | ASSEMBLY - 2 EXITS REQUIRED
B | BUSINESS - 1 EXIT REQUIRED
(COMPLIES WITH TABLE 1006.1)

32" CLEAR DOOR WIDTH







City of Bayard Police Department

Hector D. Carrillo, Chief of Police

801 Central Avenue • P.O. Box 788 • Bayard, New Mexico 88023
Telephone (575) 537-3312 • Fax (575) 537-2129

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BAYARD AND THE TOWN OF HURLEY

TEMPORARY USE OF ANIMAL SHELTER

This Memorandum of Understanding ("MOU") is entered into between the **City of Bayard, New Mexico** ("Bayard") and the **Town of Hurley, New Mexico** ("Hurley"), collectively referred to as the "Parties."

1. PURPOSE

The purpose of this MOU is to establish an agreement allowing the City of Bayard to temporarily utilize the Town of Hurley's animal shelter for the housing and care of animals taken into custody by the City of Bayard while Bayard's animal shelter is under construction.

The Parties recognize that this arrangement is intended to provide continuity of animal-control services and an appropriate temporary location for animals until Bayard's new animal shelter is completed and available for use.

2. TEMPORARY USE OF HURLEY ANIMAL SHELTER

Hurley agrees to allow Bayard to utilize designated space within the Town of Hurley's animal shelter for Bayard animals during the construction period.

Bayard's use of the facility shall be temporary and shall continue until Bayard's animal shelter is completed and operational, unless this MOU is terminated earlier in accordance with this agreement.

Bayard shall coordinate with Hurley regarding the delivery, housing, removal, and disposition of Bayard animals placed at the facility.

3. OWNERSHIP AND RESPONSIBILITY FOR ANIMALS

Animals taken into custody by Bayard personnel shall remain the responsibility of the City of Bayard.

Bayard shall be responsible for:

- Transporting Bayard animals to and from the Hurley animal shelter;
- Properly documenting animals brought to the facility;
- Ensuring animals receive appropriate food, water, and necessary care;
- Arranging veterinary services when necessary;
- Arranging adoption, release, transfer, return to owner, or other lawful disposition of Bayard animals; and
- Removing Bayard animals from the Hurley facility when they are no longer required to be housed there.

Hurley shall not be responsible for determining the legal disposition of Bayard animals.

4. STAFFING AND CARE

Unless otherwise agreed upon in writing, Bayard shall provide personnel necessary to care for and manage animals belonging to Bayard.

Bayard personnel shall comply with all reasonable rules and procedures established by Hurley concerning use of the facility.

Nothing in this MOU shall prevent the Parties from separately agreeing to share personnel, equipment, supplies, or services when mutually beneficial.

5. COSTS AND EXPENSES

Unless otherwise agreed upon in writing, each Party shall be responsible for its own personnel, equipment, and operational expenses associated with carrying out this MOU.

Bayard shall be responsible for expenses directly associated with Bayard animals, including veterinary care, medication, specialized animal care, transportation, and other expenses attributable to those animals.

Any rental fee, utility reimbursement, maintenance expense, or other cost to be paid by Bayard to Hurley shall be established by mutual written agreement of the Parties.

6. USE AND CARE OF FACILITY

Bayard agrees to use the Hurley animal shelter in a reasonable manner and shall take reasonable steps to prevent damage to the facility.

Bayard shall notify Hurley of any significant damage, maintenance issue, or condition affecting the facility that is discovered during Bayard's use.

The Parties agree to cooperate in maintaining a clean, safe, and sanitary environment for animals and personnel.

7. LIABILITY AND INDEMNIFICATION

Each Party shall remain responsible for the acts and omissions of its own officers, employees, agents, and representatives to the extent provided by applicable law.

Nothing in this MOU shall be construed as a waiver of any immunity or limitation of liability available to either Party under the **New Mexico Tort Claims Act** or other applicable law.

Nothing in this MOU shall create an employment relationship between one Party and the employees or personnel of the other Party.

8. COMPLIANCE WITH LAW

Both Parties agree to comply with all applicable federal, state, and local laws, ordinances, regulations, and policies governing animal control, animal welfare, public facilities, and the operation of animal shelters.

9. ACCESS TO FACILITY

Bayard personnel authorized to use the Hurley animal shelter shall have reasonable access to the designated areas of the facility as necessary to perform their responsibilities under this MOU.

The Parties may establish additional procedures concerning keys, access codes, hours of access, security, and emergency access.

10. TERM

This MOU shall become effective upon approval and execution by both Parties.

The MOU shall remain in effect until the City of Bayard's animal shelter is completed and operational, unless terminated earlier by either Party.

Either Party may terminate this MOU by providing **thirty (30) days written notice** to the other Party.

The Parties may mutually agree in writing to extend the term of this MOU if construction of the Bayard animal shelter is delayed.

11. NO JOINT AGENCY OR PARTNERSHIP

Nothing contained in this MOU shall be interpreted to create a partnership, joint venture, or separate legal entity between the City of Bayard and the Town of Hurley.

Each Party shall retain its separate legal identity, authority, and responsibilities.

12. MODIFICATION

This MOU may be amended or modified only by a written document approved and executed by authorized representatives of both Parties.

13. ENTIRE AGREEMENT

This MOU represents the understanding between the City of Bayard and the Town of Hurley concerning the temporary use of the Hurley animal shelter by Bayard.

Any prior discussions or understandings concerning the subject matter of this MOU are superseded by this agreement.

14. AUTHORITY

The undersigned representatives affirm that they have the authority to enter into this MOU on behalf of their respective governmental entities.

CITY OF BAYARD, NEW MEXICO

By: _____
Mayor, City of Bayard

Printed Name: _____

Date: _____

Attest:

City Clerk

Date: _____

TOWN OF HURLEY, NEW MEXICO

By: _____
Mayor, Town of Hurley

Printed Name: _____

Date: _____

Attest:

Town Clerk

Date: _____

City of Bayard

P.O. Box 728
800 Central Avenue
Bayard, NM 88023

Phone 575-537-3327
Fax 575-537-5271
cityofbayard@cityofbayardnm.com

September 16, 2026

RE: Property Owner Permission – Outdoor Recreation Trails+ Grant

To Whom It May Concern:

The City of Bayard hereby authorizes the National Center for Frontier Communities (NCFC) to apply for funding through the New Mexico Outdoor Recreation Division's Outdoor Recreation Trails+ Grant Program for improvements to the approximately 0.17-mile trail segment located in Bayard, New Mexico, beginning near Bayard Elementary School at the area of S. Foy Street and Park Street and extending toward the Bayard Community Garden site.

The City of Bayard confirms that it owns the property and/or right-of-way identified for the proposed trail improvements and grants NCFC permission to conduct the proposed project on this property, contingent upon receipt of grant funding and compliance with applicable City requirements, permits, and approvals.

Proposed improvements may include trail cleanup and rehabilitation, vegetation management, improvements to the existing trail surface, installation of wayfinding and educational signage, accessibility and safety improvements, and other related trail amenities consistent with the final project scope approved by the City and the New Mexico Outdoor Recreation Division.

The proposed project will improve a community trail connection between the area of Bayard Elementary School and the developing Bayard Community Garden and Workforce Training Center area. The project is intended to provide a safe, free, close-to-home outdoor recreation and walking opportunity for students, families, and other community members while supporting outdoor education and community connectivity.

The City of Bayard supports NCFC's application for Trails+ funding and authorizes NCFC to complete the approved improvements within the identified project area if funding is awarded. NCFC will coordinate with the City regarding final project design, implementation, and any required permits or approvals.

This authorization is provided for purposes of the FY27 Outdoor Recreation Trails+ Grant application and subsequent implementation of the approved project, if funded.

Sincerely,

John L. Ojinaga, Mayor
City of Bayard

City of Bayard

OCTOBER COMMUNITY CLEANUP MONTH

WHEREAS, the City of Bayard recognizes the importance of keeping our community clean, safe, and welcoming for residents and visitors; and

WHEREAS, Mining District Pride is organizing community cleanup activities throughout October to encourage residents, businesses, schools, organizations, and volunteers to take pride in their neighborhoods; and

WHEREAS, community cleanups provide an opportunity for neighbors to work together, improve public spaces, remove litter and unwanted debris, and make a positive difference in our community; and

WHEREAS, a clean community reflects the pride, care, and commitment of the people who live and work here;

NOW, THEREFORE, BE IT PROCLAIMED, that the City of Bayard recognizes **October 2026 as Community Cleanup Month** and encourages residents, businesses, organizations, and volunteers to participate in cleanup activities and help make our community **cleaner, safer, and more beautiful**.

BE IT FURTHER PROCLAIMED, that the City of Bayard thanks Mining District Pride, NMDOT's ¡Qué Linda! program, and all community volunteers for their efforts to improve and strengthen our community.

PROCLAIMED this 16th day of September, 2026.

John L. Ojinaga, Mayor

Attest:

Martha Salas, City Clerk Treasurer

City of Bayard

Item 24.

RESOLUTION 24-2026

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Bayard** and the New Mexico Department of Transportation enter into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$399,800.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$379,810.00
- and
- b. **City of Bayard** proportional matching share shall be 5% or \$19,990.00
- c.
- d. TOTAL PROJECT COST IS \$399,800.00

The **City of Bayard** shall pay all costs, which exceed the total amount of \$399,800.00.

Now therefore, be it resolved in official session that **City of Bayard** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2028 and the **City of Bayard** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the **City of Bayard** to enter into Cooperative Agreement for Project Control Number **LP10083** with the New Mexico Department of Transportation for the TPF program for year 2026 for Royal Street Design Improvements Survey and Design of Royal Street Roadway, ADA and Drainage Improvements to consist of Survey, Geotechnical Investigation, Drainage Analysis, Environmental Certification and Project Design- within the control of the **City of Bayard** in New Mexico.

Bayard City Council

John L. Ojinaga, Mayor

DATE

Eloy Gonzales, Mayor Pro Tem

DATE

Item 24.

Eloy Medina, Councilor

DATE

Chuck Gray, Councilor

DATE

Gilbert Ortiz, Councilor

DATE

City of Bayard

RESOLUTION NO. 25-2026

RESOLUTION OF THE CITY OF BAYARD RATIFYING A CERTAIN AGREEMENT BETWEEN THE CITY OF BAYARD AND THE SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS, DATED SEPTEMBER 16, 2026, AND AUTHORIZING THE EXECUTIVE OF SAME BY THE PROPER OFFICIAL OF THE CITY OF BAYARD.

WHEREAS, the City of Bayard is a member of and desires to have the services of the Southwest New Mexico Council of Governments; and

WHEREAS, it is necessary that an agreement setting forth the services to be performed by the Southwest New Mexico Council of Governments for the City of Bayard be entered into and it is a requirement of the New Mexico State Laws; and

WHEREAS, it is necessary to set forth the sum to be paid by the City of Bayard to the Southwest New Mexico Council of Governments, as annual dues, for said services; and

WHEREAS, it is the desire of the City of Bayard to accomplish these purposes:

NOW THEREFORE BE IT RESOLVED BY THE CITY OF BAYARD THAT:

1. The AGREEMENT referred to in the caption of this Resolution (a copy of which is attached hereto and made a part hereof) expresses the desires and intent of the City of Bayard.
2. The AGREEMENT set above is hereby ratified and approved by the authorized representatives of the City of Bayard and is hereby authorized and instructed to affix their signature thereto.
3. A Certified copy of this Resolution (together with the Agreement) shall be filed at the Southwest New Mexico Council of Governments.

Done this the 16TH day of September, 2026 in Regular Monthly Meeting Session,

John L. Ojinaga, Mayor

ATTEST:

Martha Salas, Clerk Treasurer

**SWNM COUNCIL OF GOVERNMENTS
2026-2027 GENERAL MEMBER AGREEMENT**

This AGREEMENT, entered into by and between the Southwest New Mexico Council of Governments (hereinafter known as SWNMCOG), and the City of Bayard of said Southwest New Mexico Council of Governments region (hereinafter known as Member) is as follows:

1. SWNMCOG agrees to furnish the following services to Member for a flat annual rate of \$2,331.19, as REQUESTED by the Member:
 - (a) Provide an updated federal and state statistical data.
 - (b) Furnish technical assistance in planning efforts of infrastructure, housing, legislative, transportation, and economic development.
 - (c) Coordinate planning efforts with either/all, other Members of SWNMCOG and/or various local, state, and federal agencies.
 - (d) Advise with assistance implementing plans to Member.
 - (e) Advise the development of clearinghouse and environmental review materials of all projects of Member.
 - (f) Advise and assist Member in developing Infrastructure Capital Improvement Plan (ICIP), Capital Outlay, and Community Development Block Grant (CDBG).
 - (g) Advise the development, monitoring, and compliance of Community Development Block Grant applications and awards.
 - (h) Advise Member in the preparation of applications for funding under various State and Federal grants.
 - (i) Advise and represent Member with economic development, housing, transportation, community development, and legislative initiatives and programs.
 - (k) Advise Member with Capital Outlay process.
 - (l) Provide trainings, meeting, and other events that will benefit the membership.

2. Member agrees to furnish the following:

- (a) Designate a voting member to the Southwest New Mexico Council of Governments and participate in policy development and administration.
- (b) Will designate to be a member of the:

Committee	Name & Email	Alternate Name & Email
COG Board Member		
RTPO		

- (c) To pay the flat annual dues of \$2,331.19 to the treasury SWNMCOG in one lump sum as payment for general services.
- (d) All payments will be made for services rendered to the Member by the SWNMCOG during fiscal year 2026-2027 invoices will be monthly; shall be expended by the SWNMCOG as budgeted and may be amended following laws and regulations.

This Agreement between the City of Bayard and the SWNMCOG is entered into on the _____ day of _____, 2026 in Bayard, New Mexico.

Signature of Authorized Official

ATTEST:

Clerk or Authorized Official

(S E A L)

=====

SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

Chairman

Aaron Sera,

Lucero, Secretary/Treasurer

Priscilla C.

City of Bayard

RESOLUTION 26-2026

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED THROUGH NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Bayard** and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be **\$750,000** to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or **\$750,000**
- and
- b. **City of Bayard**'s proportional matching share shall be 0% or **\$0.00**

TOTAL PROJECT COST IS **\$750,000.**

City of Bayard shall pay all costs, which exceed the total amount of **\$750,000.**

Now therefore, be it resolved in official session that **City of Bayard** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **June 30, 2028** and the **City of Bayard** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the **City of Bayard** to enter into Cooperative Agreement Control Number **HW2C1263346** with the New Mexico Department of Transportation for Capital Outlay (**Laws of 2026**) to plan, design, construct and equip roadway and drainage improvements within the control of the **City of Bayard** in **Bayard, Grant County**, New Mexico.

Bayard City Council,

John L. Ojinaga, Mayor

DATE

Eloy Gonzales, Mayor Pro Tem

DATE

Eloy Medina, Councilor

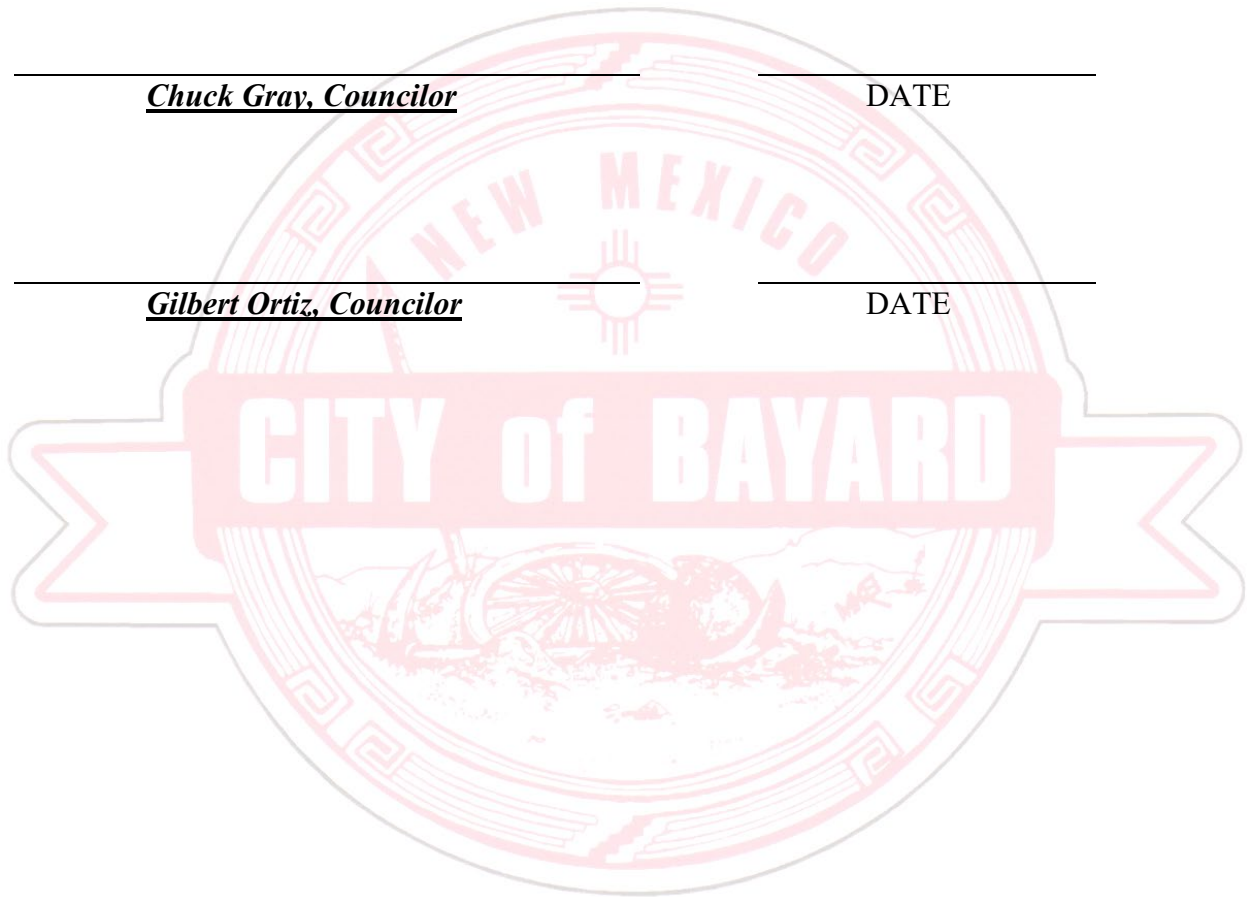
DATE

Chuck Gray, Councilor

DATE

Gilbert Ortiz, Councilor

DATE



**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and City of Bayard, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2026, SB240, Chapter 73, Section 69, Subsection 1, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **C1263346 ("Project")**, Appropriation ID **K3346**, Reversion Date **6/30/2028 ("Reversion Date")**. Laws of 2026, Chapter 73, Section 69, Subsection 1, (Seven Hundred Fifty Thousand Dollars and No Cents) **(\$750,000)**, to plan, design, construct and equip roadway and drainage improvements in Bayard in Grant County.
- B. Grantee's total reimbursements shall not exceed Seven Hundred Fifty Thousand Dollars and No Cents, **(\$750,000) ("Appropriation Amount")** minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, which equals ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and

approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**") in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Bayard
 Name: Martha Salas
 Title: Clerk-Treasurer
 Address: 800 Central Avenue, Bayard, New Mexico 88023
 Email: bayardclerk@cityofbayardnm.com
 Telephone: 575-590-1260

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
 Name:
 Title:
 Address:
 Email:
 Telephone:

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 1 Office
 Name: Debra Hudson
 Title: Capital Outlay District Coordinator
 Address: 2912 East Pine Street, Deming, NM 88030
 Email: DebraA.Hudson@dot.nm.gov
 Telephone: 575-640-2779

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.

- iv. The Department reserves the right to make such payments directly to the contractor vendors as a special condition under this Agreement.
- v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger

the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.

- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
 - a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
 - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and

- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. **Assignment:** Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. **Subcontractors:** Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. **Binding Effect:** Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. **Authority:** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. **Captions and References:** The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. **Counterparts:** This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. **Digital Signatures:** If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. **Modification:** Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. **Statutes, Regulations, Fiscal Rules, and Other Authority:** Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. **External Terms and Conditions:** Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. **Severability:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

- L. **Survival of Certain Agreement Terms:** Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. **Third Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. **Standard and Manner of Performance:** Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. **Licenses, Permits, and Other Authorizations:** Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's execution.

Item 26.

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

Signature

Date

(Print Name)

(Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

(Print Name)

(Title)

APPROVED BY GRANTEE: City of Bayard
Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

Legal Counsel: (OPTIONAL)

Signature

(Print Name)

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

**STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A**

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
 B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City, State, Zip _____
 C. Contact Name/Phone #: _____
 D. Grant No.: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: \$ 0.00
 C. AIPP Amount (if Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications
☐

I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:

- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
- b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
- c. Submission of supporting documentation as required by the Agreement.
- d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐

I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐

I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

 Grantee Fiscal Officer or Fiscal Agent (if applicable)

 Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 ASD Officer

 Date

 Division Grant Manager

 Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D

Project Budget Worksheet

Detailed Expenditure Plan
DATE:

DATE:

Use of Funds	Substantial completion	100% completion	Total
Acquire/Lease Contract Price			\$0
Acquire/Lease Closing/Regul/Other			\$0
Architectural - Design fees			\$0
Architectural - Supervision fees			\$0
Engineering fees			\$0
Real estate attorney/other legal fees			\$0
Accounting fees			\$0
Impact Fees			\$0
Building permits & related costs			\$0
Appraisal			\$0
Market analysis			\$0
Environmental assessment			\$0
Soil report			\$0
Survey			\$0
Marketing			\$0
Covers of construction insurance			\$0
Hazard & liability insurance			\$0
Real property taxes			\$0
Personal property taxes			\$0
Tenant relocation expenses			\$0
Other Indirect/Soft Costs			\$0
Total Fees	\$0	\$0	\$0

Detailed Procurement Plan
Date:

Date: _____

[illegible]

EXHIBIT E**Data Sharing Provisions for New Mexico Capital Outlay Agreements****I. Introduction:**

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The City of Bayard shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Bayard shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

City of Bayard

ORDINANCE 2-2026

AN ORDINANCE AMENDING THE CITY OF BAYARD MUNICIPAL CODE, SECTION 40-60 “LANDFILL SERVICE”, TO ESTABLISH A SOLID WASTE SANITATION FEE BASED ON REGIONAL LANDFILL OPERATIONAL CHARGES ASSESSED TO BAYARD.

WHEREAS the City of Bayard provides water, sewer, wastewater treatment, garbage collection, and landfill access to Bayard residents and to customers residing outside the City limits;

WHEREAS in 1995 the City of Bayard with other municipalities and Grant County entered into a Joint Powers Agreement with the regional Southwest Solid Waste Authority for solid waste disposal services at the Authority’s landfill facilities, which Agreement was amended and restated in 2019;

WHEREAS the Bayard City Council establishes annual utility service fees when it reviews the preliminary municipal budget for the coming fiscal year and any increase in the fees is based on the current consumer price index;

WHEREAS the Authority has recently increased the monthly member assessment it charges the government members of the Agreement, which far exceeds the current consumer price index.

WHEREAS the City of Bayard Council proposes an amendment to the City’s current landfill services ordinance to establish a strict pass-through rate for the Authority’s charges to the City and where the City will absorb its administrative costs.

NOW, THEREFORE, BE IT ENACTED BY THE GOVERNING BODY OF THE CITY OF BAYARD, GRANT COUNTY, NEW MEXICO:

SECTION 1. Title: This Ordinance may be cited as ***“2026 AMENDMENT TO CITY OF BAYARD’S LANDFILL SERVICES FEES AS A PASS-THROUGH RATE ONLY STRUCTURE.***

SECTION 2. Ordinance. This Ordinance amends Chapter 40, Section 60 “Landfill service” of the Bayard Municipal Code (Ord. No. 3-2013, §3, 10-15-2013) by deleting the section in its entirety and replacing it with language basing the

customer landfill fees on the regional Southwest Solid Waste Authority's municipal monthly member assessment rates, without including any charge for the City's administration costs.

SECTION 3. Municipal Code Sections: The amended Section 40-60 of the Bayard Municipal Code shall read as follows:

Sec. 40-60. – Landfill service.

- (a) Purpose And Authority:
 - (1) The purpose of this ordinance is to ensure the fiscal stability of the City of Bayard's ("City") solid waste disposal system through a reasonable, fair, and equitable customer fee structure.
 - (2) The City is a signatory on the 2019 amended and restated Joint Powers Agreement with the regional Southwest Solid Waste Authority ("SWSW Authority") and is legally responsible for its proportional share of SWSW authority's overall landfill operational, maintenance, and closure costs.
- (b) Establishment Of Landfill Services Fees:
 - (1) Mandatory Fee: The City establishes a mandatory monthly landfill fee for each active residential and commercial utility customer within and outside the Bayard City limits.
 - (2) Proportional Allocation: The City calculates each customer's landfill services fee by dividing the total SWSW Authority's monthly member assessment to the City by the total number of active utility customers.
 - (3) Utility Billing Cycle: The City sends to each utility customer a monthly bill that includes the customer's landfill services fee, upon which the City charges gross receipt tax, but no City administrative costs.
 - (4) Customer Landfill Weight Exemption: Under the SWSW Authority's regulations, the City's member assessment lan fee is inclusive of tonnage, haul fees, and Tri City Convenience Center operations, which allows each City customer to transport and deposit a specified quantity of debris at SWSW authority facilities without additional charge. If a City of Bayard customer exceeds the exempt weight, the customer's monthly utility bill includes the charge assessed by the SWSW Authority.

- (5) Application: The City landfill services fee shall apply regardless of whether the customer utilizes the City landfill services or generates physical waste during the billing cycle.

C. City of Bayard Pass-Through Adjustment:

(1) Annual Review: At the beginning of each fiscal year, the Bayard City Council shall review the SWSW Authority's landfill rates assessed to the City of Bayard and, if necessary, adjust the City's landfill fees accordingly. This provision does not prohibit the Bayard City Council from amending the landfill fee at other times as needed.

(2) Calculation Date: Fee adjustments shall become effective immediately after the Bayard City Council approves a resolution by majority vote at a duly noticed public meeting. The approved adjustment shall appear in the next utility billing cycle.

3. Public Notice: The published and posted meeting agenda of the Bayard City Council in accordance with the provisions of the New Mexico Open Meeting Act shall serve as sufficient notice of any proposed landfill fee change. Within twenty-four hours after adopting a resolution changing the landfill fee, the Bayard City Clerk or designee shall post the updated fee schedule at City Hall where agendas are posted and publish such notice on the City's web site. The notice shall remain posted and published for at least fourteen (14) days, or until the next billing cycle, whichever occurs first.

D. Billing, Collection, And Penalties:

1. Utility Integration: The landfill fee shall be itemized on the monthly City's utility bill with the charges for water, sewer, wastewater treatment, and garbage collection.

2. Non-Payment: Failure to pay the landfill fee shall subject the customer's account to standard utility discontinuation protocols, late fees, and property liens as authorized by state law and the Bayard Municipal Code.

FINDINGS:

1. The regional Southwest Solid Waste Authority ("Authority") as a government entity is not regulated by the New Mexico Regulatory Commission.

2. The reasonableness standard for public utilities requires that rates and fees be fair, just, and equitable, but New Mexico law mandates no particular methodology for making that determination (*Fleming v. Town of Silver City*, 1999-NMCA-149, 128 N.M. 295, 902 P.2d 308).

3. Section 3 of the 2019 amended and restated Joint Powers Agreement authorized the Authority to exercise powers and duties necessary to carry out its operations under the Agreement, including the following:

(K) On or before June 30th or each year, the Authority, shall prepare and submit for approval an annual budget to the New Mexico Department of Finance and Administration (“DFA”). The budget will be prepared on a fiscal year basis commencing July 1 through June 30 of each year.

(L) to set fees, rates, and charges for the use of the integrated solid waste management system necessary for adequate financing for the operation of the Authority.

4. Because the Authority substantially increased member contributions in 2026, the City’s municipal budget cannot absorb any or part of the Authority’s September 2026 increase.

5. To establish a fair, just, and equitable landfill fees, the City of Bayard’s only option is to adopt a pass-through ordinance under which the City will not recover administrative costs and will charge customers only their proportional share of the membership assessment imposed on the City of Bayard by the Authority.