



City of Bayard
CITY COUNCIL REGULAR MEETING
August 12, 2024 at 4:30 PM
Bayard City Hall

AGENDA

PLEDGE OF ALLEGIANCE

CALL TO ORDER: Mayor John L. Ojinaga

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC INPUT

CONSENT AGENDA

1. Approval of Regular Meeting Minutes for July 22, 2024
2. Approval of Fire Department Report for July 2024
3. Approval for Police Chief Hector Carrillo to attend NMORCA Conference in Bernalillo, NM on September 27, 2024
4. Approval for Officer Delilah Chavez to attend Professional Law Enforcement training in Las Cruces, NM on August 23, 2024
5. Approval of Accounts Payable

DEPARTMENT HEAD REPORTS

NEW BUSINESS

6. Discussion/Action- To Purchase a Police Vehicle with LEPF Funds
7. Discussion/Action- Professional Services Agreement with Southwest NM Council of Governments for NMGRO Funds for City of Bayard Library
8. Discussion/Action- Professional Agreement Between City of Bayard Police Department and Padraic Dugan, Attorney
9. Discussion/Action- Temporary Pay Increase for Current Police Officers Due to Personnel Shortage

CLOSED SESSION pursuant to 10-15-1 (H-2 & H-8) NMSA 1978 Pertaining to Limited Personnel Matters- Discussion of Dismissal of Fire Chief

ACTION ITEMS RESULTING FROM CLOSED SESSION

- 10. Discussion/Action- Dismissal of Fire Chief

ACTION FOR PERSONNEL

- 11. Discussion/Action- Appointment of Fire Chief
- 12. Discussion/Action- Hire Head Librarian
- 13. Discussion/Action- Hire Janitor
- 14. Discussion/Action- Hire Maintenance Employee
- 15. Discussion/Action- Completion of Introductory Period for Minnie Carrillo as Utility Clerk
- 16. Discussion/Action- Completion of Introductory Period for Martha Salas City Clerk Treasurer

MAYOR AND COUNCILORS REPORTS

NEXT MEETING DATE:

Regular Meeting - August 26, 2024

ADJOURNMENT



City of Bayard
CITY COUNCIL REGULAR MEETING
July 22, 2024 at 4:30 PM
Bayard City Hall

MINUTES

PLEDGE OF ALLEGIANCE

CALL TO ORDER: Mayor John L. Ojinaga

ROLL CALL

APPROVAL OF THE AGENDA

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

PUBLIC INPUT

Chuck Grey had a clean up day on Saturday they cleaned up the graffiti and also are cleaning up the library park.

Glen Clair would like to bring to the city's attention the drainage by his house. He hired someone to cut down trees on his property in hopes to let water flow.

Alfred Gonzales, he received 182 signatures to petition for the half way house they wanted to build on Empire Street. Mr. Gonzales thanked the mayor and council for there help with that issue.

CONSENT AGENDA

Motion made by Councilor Medina, Seconded by Councilor E. Gonzales.
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz
Voting Abstaining: Councilor F. Gonzales

1. Approval of Regular Meeting Minutes July 8, 2024
2. Approval of Special Meeting Minutes for July 12, 2024
3. Approval of Wastewater Treatment Plant Report for June 2024
4. Approval of Police Department Report for June 2024
5. Approval of Accounts Payable

6. Approval for Enrique Quinteros to attend the NM Water & Wastewater Association in Albuquerque, NM on September 9-12, 2024

NEW BUSINESS

7. Discussion/Action- Presentation by Sustainability Partners for Replacing and Maintaining Water Meters

Sustainability Partners presented on replacing and maintaining new water meters for the city. The estimated cost per month would be around \$11,123.00. Clerk/Treasure Salas would have to look in to see if that would fit the budget and will bring this item back on another agenda.

Motion made by Councilor Medina to postpone this to the next meeting, Seconded by Councilor E. Gonzales.

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

8. Discussion/Action- Presentation of September Spectacular Annual Event Community Partnership for Children by Erin Brown Meeks

Erin Brown-Meeks invited the mayor and council to a community event. Community Partnership for Children, this event is September 14, 2024 at the Bataan Park in Ft. Bayard. The event will have a corn hole tournament, Foam Party, Caped Crusader Fund Run, Hero Hustle 5K and a Dragonfly Titan 10K Trek, music, food and giveaways. She hopes to see everyone there.

RESOLUTIONS/ORDINANCES

9. Discussion/Action- Resolution 12-2024 Ratifying a Certain Agreement Between the City of Bayard and the Southwest New Mexico Council of Government

Motion made by Councilor E. Gonzales, Seconded by Councilor F. Gonzales.

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

10. Discussion/Action- 13-2024 Approval of End of FY 2024 Budget Adjustments

Motion made by Councilor Medina, Seconded by Councilor E. Gonzales.

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

RESOLUTION 13-2024

WHEREAS, the Bayard City Council in regular session on July 22, 2024 did propose to make certain budgetary adjustments; and

WHEREAS, the Council does hereby authorize the attached listing of budgetary adjustments for the June 30, 2024 financial statements as listed in Exhibit A.

WHEREAS, the Council does hereby approve the June 30, 2024 budget adjustments as presented.

NOW THEREFORE, the Council does hereby accept and approve the budgetary adjustments for the period ending June 30, 2024.

Done at Bayard, New Mexico, this 22nd^h day of July 2024.

John L. Ojinaga

Mayor

Eloy Medina

Mayor Pro Tem

Frances Gonzales

Councilor

Gilbert Ortiz

Councilor

Eloy Gonzales

ATTEST:

Martha Salas

Clerk-Treasurer

11. Discussion/Action- Approval of Resolution 14-2024 FY 24 4th Quarter Report

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

Resolution No. 14-2024

Fiscal Year 2023-2024 Final Quarter Financial Report Year

Ending June 30, 2024

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

developed a budget for fiscal year 2023-2024; and

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

accuracy of the beginning balances used on the FY 2024-2025 budget;
and

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

best of our knowledge and that this report depicts all funds for fiscal year 2024

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 2023-2024 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 2024.*

City of Bayard Governing Body

John L. Ojinaga, Mayor

Eloy Medina, Mayor Pro Tem
Councilor

Eloy Gonzales,
Councilor

Frances Gonzales, Councilor

Gilbert Ortiz, Councilor

ATTEST:

Martha Salas, City Clerk Treasurer

12. Discussion/Action- Approval of Resolution 15-2024 FY2025 Final Budget

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

Resolution 15-2024

WHEREAS, the governing body of the City of Bayard, State of New Mexico has developed a final operating budget for the fiscal year 2024-2025; 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 meeting for the public input and review of the proposed budget requirements were held on May 23, 2024 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 2024-2025 fiscal year.

NOW THEREFORE, be it resolved by the City Council of the City of Bayard, State of New Mexico, that this 2024-2025 Final Budget, July 22, 2024 Financial Statements and year end budget adjustments are **PASSED, APPROVED AND ADOPTED** this 22nd day of July, 2024.

_____	_____
John L. Ojinaga	Eloy Medina
Mayor	Mayor Pro Tem

_____	_____
Frances Gonzales	Gilbert Ortiz
Councilor	Councilor

Eloy Gonzales

Councilor

ATTEST:

Martha Salas

Clerk Treasurer

- 13. Discussion/Action- Ordinance No. 1-2024 Adopt an Ordinance Establishing the Bayard Affordable Housing Laws in Accordance with the New Mexico Affordable Housing Act

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

ACTION FOR PERSONNEL

14. Discuss/Action- Completion of Introductory Period for Enrique Quinteros in Maintenance Department

Motion made by Councilor Medina, Seconded by Councilor F. Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz

Voting Abstaining: Councilor E. Gonzales

15. Discuss/Action- Completion of Introductory Period for Isaac Gonzales in Maintenance Department

Motion made by Councilor Medina, Seconded by F. Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz

Voting Abstaining: Councilor E. Gonzales

PLANNING AND ZONING

16. Discussion/Action- Candelario M. and Rebecca Sanchez placing new mobile home at 324 Empire Street, Bayard NM

Motion made by Councilor Medina, Seconded by Councilor E. Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz

Voting Abstaining: Councilor Gonzales

DEPARTMENT HEAD REPORTS

Michael Paez stated the contractors are getting ready to pave N. Foy St. and Water meter project he would like for that project to be done. Library will have the ducks and vents cleaned this Saturday.

Police Chief Carrillo stated this passed weekend was a very busy one. Summer Fest was a good event There has been some graffiti around town. He did charge some juveniles and Chief Carrillo thanked Chuck Grey for cleaning over this graffiti passed weekend. There will be a celebration of life for the former police chief Keren in Aug. Chief Carrillo thanked Salas for all her work.

Clerk Treasure Salas stated on August 13, 2024 from 10am to 2pm for Idumim, this is for the master plan at the Mine Mill Hall.

MAYOR AND COUNCILORS REPORTS

Councilor Medina stated he was proud of the residents of Bayard that stood their ground on the home on Empire. He received a lot of phone calls on the issue and glad the residents came together and stood their ground.

Councilor F. Gonzales stated at Open Spaces there will be a water conservation meeting on July 24, 2024 from 6-7:30. She would like for the council to attend.

Mayor Ojinaga stated there was a great turn out at Summer Fest. For next year we need to get more things. Mayor thanked Chuck Grey and his wife for all the cleaning they have done at the library. Thanked all the department for all their work at the Summer Fest.

NEXT MEETING DATE:

Regular Meeting - August 12, 2024

ADJOURNMENT 6:05 p.m.

John L. Ojinaga
Mayor

ATTEST:

Martha Salas
Clerk Treasurer

City of Bayard Vol. Fire Department

Monthly Service Report



July 2024

Service Report

Fire Service Calls					
Date	City	Address	Fire Type	Apparatuses	Responders
		Zero Fire Calls for Service			

EMS Service Calls	
City	Total
Bayard	7
Hurley	2
N. Hurley	0
Total:	9

Training Report

Fire Training			
Date	Training Location	Subject	Responders Attended
7/9/24	Bayard Fire Dept.	Advancing Holiness/ Pump Operations	Officers-3 Members-6
7/15/24	Ft. Bayard	Fire Operations	Officers- 2 Members-4
5/16/24	Ft. Bayard	Introduction to Fireground Tools	Officers- 2 Members-3

EMS Training			
Date	Training Location	Subject	Responders Attended
7/28/24	Bayard Fire Dept.	AHA Basic Life Support	2

City of Bayard Vol. Fire Department

Monthly Service Report



Equipment Report

Fire Apparatuses

Apparatus	Status	Inspection Date	Issues Identified	Mileage/Hrs.
Engine-1	In-service	07/13/2024	Missing pump lever bar.	9,398/ 12,831 Hrs.
Engine-2	In-service	07/13/2024	No issues identified	15,779 / 1,364 Hrs.
Command-1 (Un-marked)	In-Service	07/13/2024	No issues identified	270,939.0/ 12,137 Hrs.
Command-3	In-service	07/13/2024	No issues identified	42,222.9
Mini-4	In-service	07/13/2024	No issues identified	13,524 / 1,677.9 Hrs
Rescue-1	In-service	07/13/2024	None identified.	1,640

Equipment

Item	Date	Status	Return to Service Plan
Generator E-1	2/27/24	BO	Unrepairable; Replacement Pending
Ventilation Fan	2/27/24	BO	Will be replaced with SuperVac Battery Operated Unit- Order has been placed.

Safety Report

Safety/Incidents

Date	Incident	Outcome
	Zero safety incident for July 2024	

City of Bayard Vol. Fire Department

Monthly Service Report



Community Service Report

Community Services/Events

Date	Type	Location	Service/ Event Description	Personnel
7/13/24	Event	Bayard	Birthday Escort for child's birthday party.	Officers-2, Members-4
7/19/24	Event	Bayard- Cobre High School	Annual Cobre Consolidated School's Summer Event. Fire Prevention Education and children's goody bags were handed out.	Officers-2, Members-3
7/30/24	Event	Tri-City	Escort for child that was released home from the hospital.	Officers-2, Members-4

Department Updates:

1. Five department members successfully completed the Emergency Medical Responder course and will now continue into the National Testing then Licensing.
2. The city ISO Public Protection Classification Program (PPC) Summary Report has been released. Final Community Classification Improved from 5 to 4. See the attached report for further details.
3. The New Mexico EMS Bureau completed its Agency Certification Inspection on 7/17/24. The application was submitted and has been approved.
4. Jose Gonzales is now a certified instructor for American Heart Association BLS, CPR and first aid. The department hopes to offer community CPR & First Aid courses.
5. The department gained three new probationary members in July.
6. Staff continue to work on completing the self-paced ICS training required.

Submitted by,
Jose Gonzales EMT-I
Bayard Fire Department Secretary

**Public Protection Classification
(PPC®)
Summary Report**

Bayard

NEW MEXICO

Prepared by

**Insurance Services Office, Inc.
1000 Bishops Gate Blvd., Ste. 300
P.O. Box 5404
Mt. Laurel, New Jersey 08054-5404
1-800-444-4554**

**Report Created July 2024
Effective November 1, 2024**

PPC is a registered trademark of Insurance Services Office, Inc.

Data Collection and Analysis

ISO has evaluated and classified over 39,000 fire protection areas across the United States using its FSRS. A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC grade. In order for a community to obtain a grade better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points**, as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points**, as follows:

- Engine Companies 6 points
- Reserve Pumpers 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points**, as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points

New PPC program changes effective July 1, 2014

We have revised the PPC program to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

New classifications

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new PPC classes will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

Split classifications

When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

What's changed with the new classifications?

We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

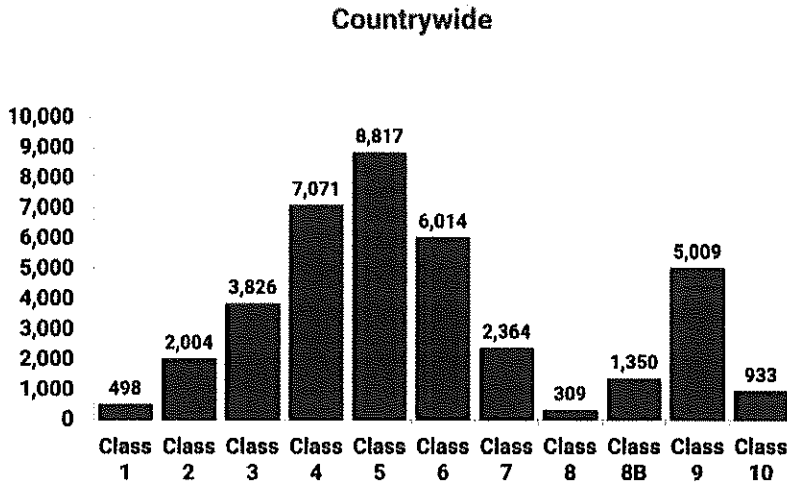
- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

Prior Classification	New Classification
1/9	1/1X
2/9	2/2X
3/9	3/3X
4/9	4/4X
5/9	5/5X
6/9	6/6X
7/9	7/7X
8/9	8/8X
9	9

Prior Classification	New Classification
1/8B	1/1Y
2/8B	2/2Y
3/8B	3/3Y
4/8B	4/4Y
5/8B	5/5Y
6/8B	6/6Y
7/8B	7/7Y
8/8B	8/8Y
8B	8B

Distribution of PPC Grades

The 2023 published countrywide distribution of communities by the PPC grade is as follows:



Assistance

The PPC program offers help to communities, fire departments, and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

The PPC program representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your questions regarding the PPC program. What's more, we can be reached via the internet at www.isomitigation.com/talk/.

We also have a website dedicated to our Community Hazard Mitigation Classification programs at www.isomitigation.com. Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about the PPC program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special, secured website with information and features that can help improve your PPC grade, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the FSRS and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at www.isomitigation.com.

Emergency Communications

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

	Earned Credit	Credit Available
414. Credit Emergency Reporting	1.95	3
422. Credit for Telecommunicators	2.10	4
432. Credit for Dispatch Circuits	1.20	3
Item 440. Credit for Emergency Communications:	5.25	10

Item 414 - Credit for Emergency Reporting (3 points)

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

Item 420. Telecommunicators (CTC)	Earned Credit	Credit Available
A1. Alarm Receipt (AR) Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221	20.00	20
A2. Alarm Processing (AP) Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221	0.00	20
B. Emergency Dispatch Protocols (EDP) Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.	0.00	20
C. Telecommunicator Training and Certification (TTC) Telecommunicators meet the qualification requirements referenced in NFPA 1061, <i>Standard for Professional Qualifications for Public Safety Telecommunicator</i> , and/or the Association of Public-Safety Communications Officials - International (APCO) <i>Project 33</i> . Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions.	17.50	20
D. Telecommunicator Continuing Education and Quality Assurance (TQA) Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions	15.00	20
Review of Telecommunicators total:	52.50	100

Fire Department

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

	Earned Credit	Credit Available
513. Credit for Engine Companies	5.98	6
523. Credit for Reserve Pumpers	0.00	0.5
532. Credit for Pumper Capacity	3.00	3
549. Credit for Ladder Service	2.54	4
553. Credit for Reserve Ladder and Service Trucks	0.00	0.5
561. Credit for Deployment Analysis	8.52	10
571. Credit for Company Personnel	3.01	15
581. Credit for Training	1.60	9
730. Credit for Operational Considerations	2.00	2
Item 590. Credit for Fire Department:	26.65	50

Basic Fire Flow

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 1500 gpm.

Item 523 - Credit for Reserve Pumpers (0.50 points)

The item is Item 523 "Credit for Reserve Pumpers (CRP)". This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

Item 523 "Credit for Reserve Pumpers (CRP)" = 0.00 points

Item 532 – Credit for Pumper Capacity (3 points)

The next item reviewed is Item 532 "Credit for Pumper Capacity (CPC)". The total pump capacity available should be sufficient for the Basic Fire Flow of 1500 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

Item 532 "Credit for Pumper Capacity (CPC)" = 3.00 points

Item 549 – Credit for Ladder Service (4 points)

The next item reviewed is Item 549 "Credit for Ladder Service (CLS)". This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are **0 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are **1 service companies** in service.

Item 549 "Credit for Ladder Service (CLS)" = 2.54 points

Item 571 – Credit for Company Personnel (15 points)

Item 571 “Credit for Company Personnel (CCP)” reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, “Kelley” days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRs recognizes **0.00 on-duty personnel** and an average of **7.60 on-call personnel** responding on first alarm structure fires.

Item 571 “Credit for Company Personnel (CCP)” = 3.01 points

Item 730 – Operational Considerations (2 points)

Item 730 “Credit for Operational Considerations (COC)” evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

Operational Considerations	Earned Credit	Credit Available
Standard Operating Procedures The department should have established SOPs for fire department general emergency operations	50	50
Incident Management Systems The department should use an established incident management system (IMS)	50	50
Operational Considerations total:	100	100

Item 730 “Credit for Operational Considerations (COC)” = 2.00 points

Water Supply

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

	Earned Credit	Credit Available
616. Credit for Supply System	29.81	30
621. Credit for Hydrants	3.00	3
631. Credit for Inspection and Flow Testing	7.00	7
Item 640. Credit for Water Supply:	39.81	40

Item 621 – Credit for Hydrants (3 points)

The second item reviewed is Item 621 “Credit for Hydrants (CH)”. This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 127 hydrants in the graded area.

620. Hydrants, - Size, Type and Installation	Number of Hydrants
A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ - inch outlets	127
B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel	0
C./D. With only a 2½ -inch outlet or with less than a 6 -inch branch	0
E./F. Flush Type, Cistern, or Suction Point	0

Item 621 “Credit for Hydrants (CH)” = 3.00 points

Item 630 – Credit for Inspection and Flow Testing (7 points)

The third item reviewed is Item 630 “Credit for Inspection and Flow Testing (CITY)”. This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, *Installation, Field Testing and Maintenance of Fire Hydrants*.

Frequency of Inspection (FI): Average interval between the 3 most recent inspections.

Frequency	Points
1 year	30
2 years	20
3 years	10
4 years	5
5 years or more	No Credit

Note: The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

Total points for Inspections = 4.00 points

Item 1025 – Credit for Fire Prevention Code Adoption and Enforcement (2.2 points)	Earned Credit	Credit Available
Fire Prevention Code Regulations (PCR) Evaluation of fire prevention code regulations in effect.	10.00	10
Fire Prevention Staffing (PS) Evaluation of staffing for fire prevention activities.	1.29	8
Fire Prevention Certification and Training (PCT) Evaluation of the certification and training of fire prevention code enforcement personnel.	6.00	6
Fire Prevention Programs (PCP) Evaluation of fire prevention programs.	8.00	16
Review of Fire Prevention Code and Enforcement (CPCE) subtotal:	25.29	40

Item 1033 – Credit for Public Fire Safety Education (2.2 points)	Earned Credit	Credit Available
Public Fire Safety Educators Qualifications and Training (FSQT) Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction.	5.00	10
Public Fire Safety Education Programs (FSP) Evaluation of programs for public fire safety education.	12.50	30
Review of Public Safety Education Programs (CFSE) subtotal:	17.50	40

Item 1044 – Credit for Fire Investigation Programs (1.1 points)	Earned Credit	Credit Available
Fire Investigation Organization and Staffing (IOS) Evaluation of organization and staffing for fire investigations.	8.00	8
Fire Investigator Certification and Training (IQT) Evaluation of fire investigator certification and training.	6.00	6
Use of National Fire Incident Reporting System (IRS) Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation.	6.00	6
Review of Fire Investigation Programs (CIP) subtotal:	20.00	20

**SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR NMGRO FUNDS FOR CITY OF BAYARD LIBRARY**

THIS AGREEMENT made and entered into this 1st day of August by and between the **SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS** and **CITY OF BAYARD (CONTRACTOR)**, in Bayard, NM.

WHEREAS, the **NMGRO Appropriation Number 24-ID173** language reads five thousand dollars (**\$5,000**) to the City of Bayard Library; and

WHEREAS, the State of NM will partner with SWNM Council of Governments for implementation of NMGRO funds; and

WHEREAS, the NMGRO allocation falls under the legislative language “**Grant, Hidalgo, and Luna Counties Programmatic costs and Resources for Library, Educational and Social Health Services – for library services, educational services and social health programs for domestic violence and sexual assault in Grant, Hidalgo, and Luna counties**”; and

WHEREAS, the appropriation award is for **Façade Improvements, Programmatic/Operational costs**; and

WHEREAS, it has been determined that the Bayard Library is the most qualified to perform services based on the legislative language for Appropriation Number **24-ID173**;

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

Scope of Services:

1. Façade Improvements/Programmatic/Operational costs for the Bayard Library
2. The entity will be required to follow the procurement process for the utilization of funds and will be required to submit quotes, bids, etc. prior to reimbursement of the invoice.
3. The entity will provide a budget for the expenditure of funds.
4. The entity will be required to provide the number of people benefitting or specific outcomes with every invoice for the purposes of trying to secure future funding for these needs.

Time of Performance: Agreement will commence on the date first written above and will continue through **June 30, 2026** contingent on the availability of funds. Further, the SWNMCOG and the Contractor reserve the right to terminate this agreement in writing for no cause by giving thirty (30) days’ notice to the other party.

Compensation and Method of Payment: For performing the services specified in the Scope of Services, the SWNMCOG agrees to pay the Contractor:

The Contractor shall submit certified monthly invoices for actual work performed and expenses with required documentation. In any event, compensation or reimbursement of any items listed within this paragraph will not exceed a total compensation of **\$5,000** for the Time of Performance identified within this Agreement.

Contractor is responsible for submitting itemized documentation to the Priscilla Lucero, Executive Director at priscillalucero@swnmkog.org, Cerisse Grijalva, Planner at grijalvac1@swnmkog.org and Raeya Hernandez at Raeya@swnmkog.org Any request for reimbursement must have the required documentation as required by the State of NM Reimbursement process and must follow the State of NM procurements process. Payment shall be net 30 days from receipt of invoice.

Independent Contractor: Neither the contractor nor its employees are considered to be employees of the SWNMCOG for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that he is not entitled to any benefits from the SWNMCOG under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the SWNMCOG as described in its Employee Personnel Manual.

Taxes: Contractor acknowledges that he is responsible for the payment of all income taxes, gross receipts taxes and other deductions by law for any compensation received from the SWNMCOG.

Indemnity: The Contractor agrees to defend, indemnify and hold harmless the SWNMCOG and their officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against the Contractor for or on account of any matter arising from the services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Discrimination Prohibited: In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

Reports and Information: At such times and in such forms as the SWNMCOG may require, there shall be furnished to the SWNMCOG such statements, records, reports, data and information, as the SWNMCOG may request pertaining to matters covered in this Agreement.

Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the SWNMCOG with respect to all matters covered by this Agreement. Except as otherwise authorized by SWNMCOG, such records shall be maintained for a period of three years after receipt of final

payment under this Agreement. Copies and originals of pertinent documents shall be provided the SWNMCOG as directed by the SWNMCOG Manager.

Publication, Reproduction and Use of Materials: No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The SWNMCOG shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The SWNMCOG and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the SWNMCOG Council.

Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

Enforcement: In case of a dispute, the Contractor and the SWNMCOG agree to pay all cost and expenses including reasonable attorney's fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Workers' Compensation: The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the SWNMCOG.

Safety: Contractor shall abide by the policies, rules and guidelines required by the SWNMCOG when on SWNMCOG property for the purposes of this Agreement.

Conflict of Interest: The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the SWNMCOG.

Amendment: This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

Entire Agreement: This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the SWNMCOG of Silver City.

SWNMCOG
P.O. Box 2157
Silver City, NM 88062
575. 388.1509

CONTRACTOR
City of Bayard
800 Central Ave
Bayard, NM 88023

Priscilla C. Lucero
Executive Director

Larry Ojinaga
Mayor

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of August, 2024 by and between the City of Bayard (CITY) and Padraic Dugan, (CONTRACTOR), whose address is Post Office Box 1866, Silver City, New Mexico, 88022.

WHEREAS, the Bayard City Council has determined that it is in the best interest of the City to contract for the processing of prosecutions for the City of Bayard; and

WHEREAS, Padraic Dugan has been determined most qualified to perform services as described in the Scope of Services;

NOW, THEREFORE, in Consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

Scope of Services:

Contractor shall be responsible for misdemeanor prosecutions brought by the Bayard Police Department in the Grant County Magistrate Court and for which Contractor has been appointed as **Special Prosecutor by the District Attorney for the Sixth Judicial District, Grant Count, New Mexico**; and all prosecutions in the Bayard Municipal Court upon request of the Bayard Police Department. Contractor will enter appearances in said cases as required, and prepare and prosecute said cases in concert with the appropriate police officer(s), using all due diligence and the highest professional standards. Further, the Contractor will be responsible for representing the City of Bayard in any appeal to the District Court from Municipal or Magistrate Court, and any appeal front the District Court to the Court of Appeals.

The City will forward to Contractor all documentation regarding the assigned prosecutions, as applicable.

Time of Performance: Agreement will Commence on the date of signature by the City of Bayard and will continue until termination, contingent on the availability of funds.

Further, the City and the Contractor reserve the right to terminate this Agreement in writing for no cause by giving thirty (30) days' written notice to the other party.

Compensation and Method of Payment: For performing the services specified in the Scope

request pertaining to matters covered in this Agreement.

Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided the City as directed by the Chief of Police or the City Council.

Publication , Reproduction and Use of Materials: No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this Agreement so long as the 'remainder of the Agreement is reasonably capable of completion.

Enforcement: In case of a dispute, the Contractor and the City agree to pay all cost and expenses including reasonable attorney's fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Workers' Compensation: The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

Conflict of Interest: The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement.

Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the City.

Amendment: This Agreement shall not be altered, changed or amended except by instrument

of Services, the City agrees to pay the Contractor Four Hundred Dollars (\$400.00) per case, plus gross receipts tax (GRT).

It is the requirement that Contractor submit an itemized monthly invoice to the City of Bayard at the conclusion of each and every month and said invoice shall be payable no later than net 30 days from the date of the receipt of the invoice as specified herein. Upon the Termination of this Agreement, payments under this paragraph shall cease, except what is due and payable under this Agreement.

Contractor is responsible for payment of his own costs and expenses in prosecuting said cases.

Independent Contractor: Neither the Contractor or its employees are considered to be employees of the City of Bayard for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that he is not entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City as described in any Employee Personnel Manual.

Taxes: Contractor acknowledges that he is responsible for the payment of all income taxes, gross receipts taxes and other taxes and deductions by law for any compensation received from the City.

Indemnity: The Contractor agrees to defend, indemnify and hold harmless the City and their officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against the Contractor for or on account of any matter arising from the services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Discrimination Prohibited: In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

Reports and Information: At such times and in such forms as the City may require, they shall be furnished to the City such statements, records, reports, data and information, as the City may

in writing executed by the parties hereto.

Entire Agreement and Governing Law: This Agreement represents the entire agreement of the parties, and all prior agreements, negotiations, and understandings by and between the parties are merged into this Agreement, and it shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Bayard.

City of Bayard

Padraic Dugan