



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

**AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
JULY 11, 2022**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session June 27, 2022

Approval/Amendment of Agenda

Public Hearing

Franklin McCasland, Quay County Commission Chairman

- **Quay County Infrastructure/Capital Improvement Plan (ICIP)**

Public Hearing Adjourned

Public Comment

Ongoing Business

New Business

- I. **Brett O'Connor, Leeward Renewable Energy, LLC Development Director**
 - Presentation of Caprock Repower
- II. **C. Renee Hayoz, Presbyterian Medical Services Administrator**
 - Presentation of RPHCA Monthly Reports
- III. **Pat Vanderpool, Greater Tucumcari Economic Development Corporation Executive Director**
 - Discussion of **Ordinance No. 55 – Adopting the Local Economic Development Act**
 - Request Approval of **Economic Development Service Agreement**
- IV. **Jamie Luaders, Tucumcari Quay Regional Emergency Communications Center Director**
 - **Dispatch Update**
 - Request Approval of the **Enhanced 9-1-1 Act Grant Program Agreement**



DOC #CM-00538

07/27/2022 09:05 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM Ellen White - County Clerk, County Cle



Pages: 39

- V. **Larry Moore, Quay County Road Superintendent**
- **Road Update**
- VI. **Daniel Zamora, Quay County Manager**
- **Correspondence**
- VII. **Request Approval of Accounts Payable**
- VIII. **Other Quay County Business That may Arise During the Commission Meeting and/or Comments from the Commissioners**
- IX. **Request for Closed Executive Session**
- **Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation**
 - **Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters**
 - **Pursuant to Section 10-15-1(H) 8. Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights**
- X. **Franklin McCasland, Quay County Commission Chairman**
- **Proposed action, if any, from Executive Session**

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

July 11, 2022

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 11th day July, 2022 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Jerri Rush, Commissioner
Robert Lopez, Commissioner
Ellen L. White, County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Cheryl Simpson, Quay County Finance Director
Lucas Bugg, Quay County Fire Marshall
Janie Hoffman, Quay County Assessor
Richard Primrose, Quay County Consultant
Dana Paul Leonard, Quay County GIS Coordinator
Paul Lucero, Quay County Emergency Manager
Darla Munsell, CDBG Coordinator
Jamie Luaders, Tucumcari Emergency Development Corp. Executive Director
Brett O'Connor and Travis Curlin, Leeward Renewable Energy LLC
C. Renee Hayoz, Presbyterian Medical Services Administrator
Pat Vanderpool, Greater Tucumcari EDC Executive
Vickie Gutierrez, Trigg Hospital Administrator
Matt Monahans, Resident
Brian Fortner, County Commission District 3 Candidate
Joe Pat Szaloy, Resident

Chairman McCasland called the meeting to order. Lucas Bugg led the Pledge of Allegiance.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the June 27, 2022 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Agenda as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Chairman McCasland called the Public Hearing to order for the purpose of discussing the Quay County Infrastructure/Capital Improvement Plan. Time noted 9:05 a.m.

County Manager, Daniel Zamora presented the current Plan for review. Zamora said he would like to see the Hospital project added and placed as a top priority. In addition, Zamora requested the Regional Behavioral Health Facility be added. Zamora also mentioned adding the concession stand at the rodeo arena/ball fields to the list. Zamora will ask the City of Tucumcari and Mesalands Community College to include the building renovations on their ICIP as well as it will be shared by all three entities when used.

Chairman McCasland requested the amount for Fire & EMS Radio amount be increased to \$300,000.00 - \$350,000.00 to offset rising costs. Lucas Bugg and Jamie Luaders agreed.

Ellen White suggested reaching out to the entities included in the Regional Behavioral Health Facility to make sure it's included on their ICIP as Quay County shares Representatives and Senators with those other Counties.

Jerri Rush asked if the Quay County Detention Center Renovations amount needs increased. Zamora agreed, it likely should.

Joe Pat Szaloy asked if it would be appropriate to request signage to slow traffic along County Roads.

Public Hearing adjourned. Time noted 9:15 a.m.

Public Comments: NONE

NEW BUSINESS:

Brett O'Connor, Development Director for Leeward Renewable Energy presented the Caprock Wind Energy Proposed Repower Project. A copy of the presentation is attached to these minutes.

C. Renee Hayoz, Presbyterian Medical Services Administrator presented the monthly RPHCA Reports and provided the following information as an update at the Clinic:

- A back-to-school event is being scheduled to conduct physicals and provide all vaccinations to students on August 2.
- Three positions are open at the Clinic for both Full and Part-Time.
- The Behavioral Health Therapist is seeing patients in person now.

Patrick Vanderpool, Greater Tucumcari Economic Development Director, presented the following items:

- Draft of a Proposed Ordinance No. 55; Adopting the Local Economic Development Act. The Ordinance was presented for discussion only and formal action will be on the next Agenda.
- Requested approval of the Economic Development Service Agreement between Quay County Government and the Greater Tukumcari EDC in the amount of \$50,000.00. Following a 45-minute presentation by Vanderpool, A MOTION was made to table action by Jerri Rush, SECONDED by Robert Lopez. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “nay”. McCasland explaining, if questions needed answers, Mr. Vanderpool had just given a presentation and questions should have been asked then. The Agreement will be presented at the next meeting.

Jamie Luaders, Tukumcari Quay County Regional Emergency Communications Center Director, provided an update of the Center. A copy is attached. Luaders reported the Center has 3 positions open and 2 individuals have been offered employment and have yet to accept.

Luaders requested approval of the Enhanced 9-1-1 Act Grant Program Agreement between Quay County and the Department of Finance and Administration totaling \$130,316.00 for enhanced 911 Services and Equipment. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Grant Agreement. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “aye”. A copy is attached to these minutes.

Quay County Road Superintendent could not attend the meeting. Zamora gave the following updates:

- Blade Reports were distributed.
- Crews have completed the Quay Road AF project and are finishing up Quay Road 64. These two roads are the end of the current CAP and Co-Op Projects.

Quay County Manager, Daniel Zamora presented the following items of correspondence:

- All camera equipment at the Detention Center has been installed and the project is nearing completion.
- The Server project is ongoing with Dell Tech Support coming next week to assist.

A MOTION was made by Jerri Rush SECONDED by Robert Lopez to approve the expenditures included in the Accounts Payable Reports ending July 6, 2022. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “aye”.

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners:

NONE

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to go into Executive Session pursuant to the following item(s):

- Section 10-15-1(H)7; Pertaining to Pending or Threatened Litigation.
- Section 10-15-1(H)2; To Discuss Limited Personnel Matters.
- Section 10-15-1(H)8; Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights.

THE MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Time noted 10:45 a.m.

---Executive Session---

Return to regular session. Time noted 11:45 a.m.

Chairman McCasland reported No Action from Executive Session.

There being no further business, a MOTION was made by Jerri Rush SECONDED by Robert Lopez to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 11:55 a.m.

Respectfully submitted by Ellen L. White, Quay County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

Franklin McCasland

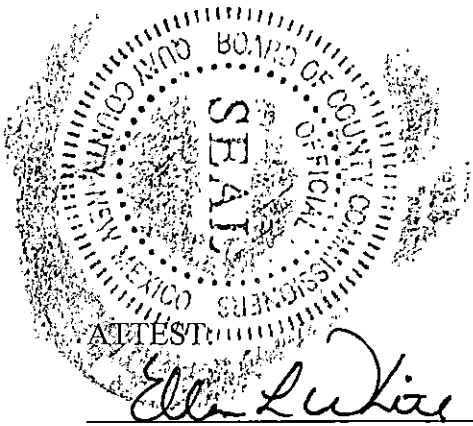
 Franklin McCasland, Chairman

Robert Lopez

 Robert Lopez, Member

Jerri Rush

 Jerri Rush, Member



Ellen L. White

 Ellen L. White, County Clerk



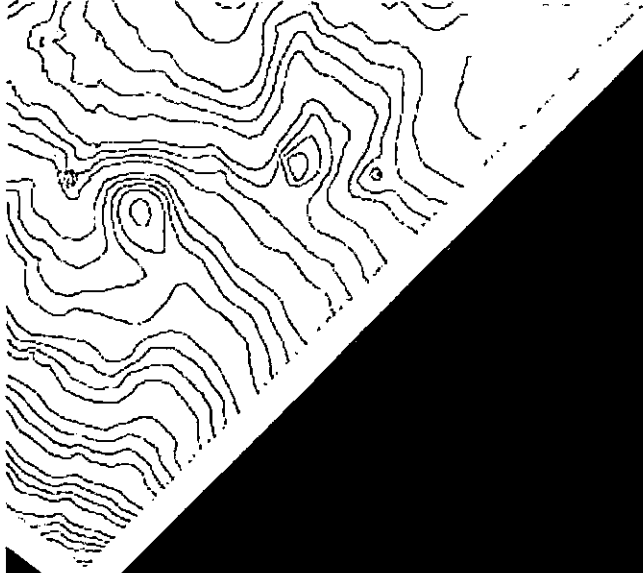
Caprock Wind Energy Project

Presentation to Quay County

Proposed Repower

Brett O'Connor, Development Director
Travis Cúrlin, Snr. Development Associate

July 9, 2022

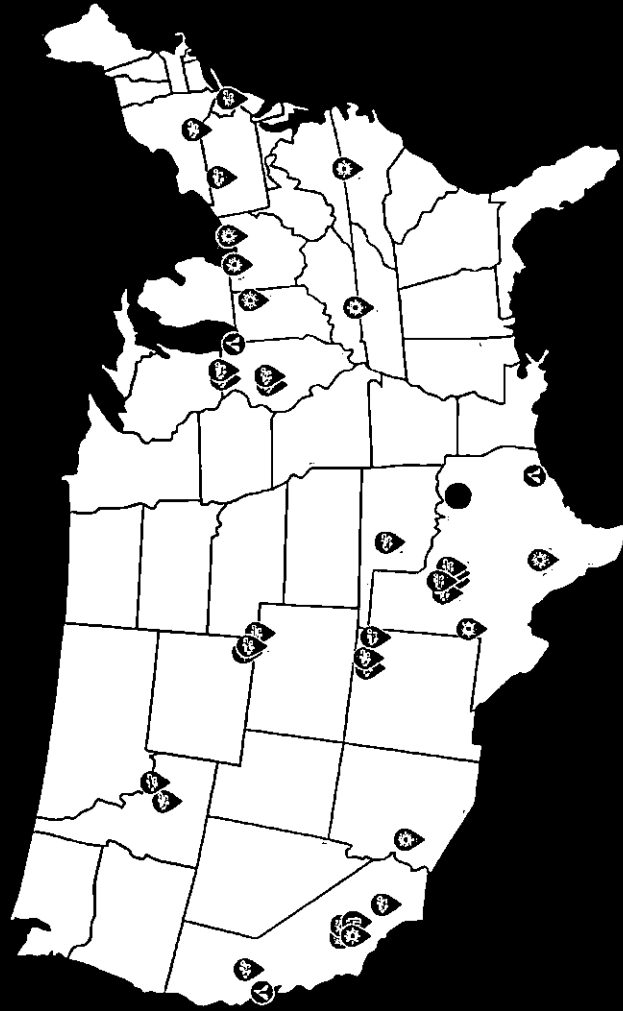





022




Leeward Renewable Energy (LRE) Overview




- Leading U.S. developer, owner, and operator of renewable projects
- Headquartered in Dallas, Texas with operations nationwide
- Portfolio company of OMERS Infrastructure, one of Canada's largest defined benefit pension plans with C\$121 billion in net assets (as at December 31, 2021)
- Own and operate portfolio of 22 renewable energy facilities across nine states, totaling more than 2,000 MW
- ~20,000 MWs of new wind, solar, and energy storage projects under development in U.S. across 100 projects
- Previously known as Infigen, rebranded to LRE in 2017
- Completed the 235 MW repower of Aragonne wind, Guadalupe County, in 2020 / 21

Diversified Operating Fleet

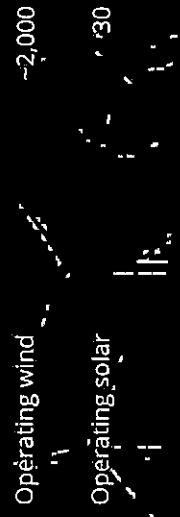


-  SOLAR
-  WIND
-  STORAGE

-  OPERATIONAL
-  UNDER CONSTRUCTION
-  CONTRACTED

-  CORPORATE OFFICE
-  REGIONAL OFFICE
-  ACTIVE DEVELOPMENT

Key Statistics (MW) Operating



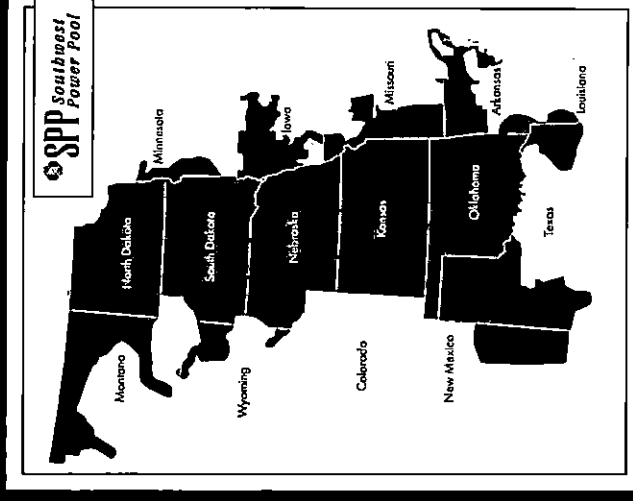
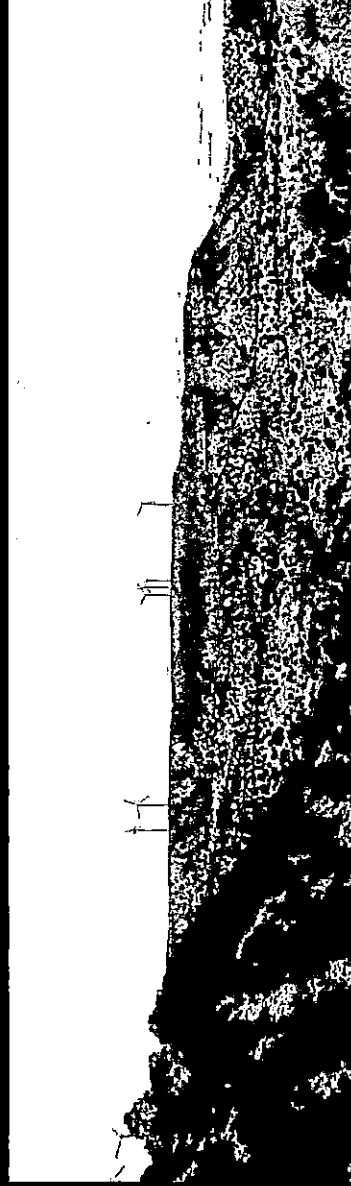
Key Statistics (MW) Development Pipeline

Wind	~3,000
Solar	~15,000
Storage	~2,000
Contracted (2022 and later commercial operation date)	~1,900



80 MW Caprock Wind Energy Project

- Project originally developed by Cielo Wind
- Project acquired by Babcock & Brown and achieved commercial operation in December 2004
- Babcock & Brown wind assets became part of the original LRE asset portfolio acquired in 2009 by Infigen, prior to re-branding as LRE in 2017
- 80 x MHI 1.0 MW wind turbines, exporting power via 14.5 mile 115kV gen-tie to Norton Substation
- PPA with Southwest Public Service Company (owned by Xcel Energy), which is part of the Southwest Power Pool (SPP) electricity market. SPP is a more competitive (lower priced) market than adjacent wind farms (Taiban Mesa, Grady etc) that connect to the Public Service Company New Mexico (PNM) system and trade power into the west (AZ, CA etc)



Purpose & Benefits of the Repower

- Essentially driven by improvements in turbine technology enabling improved energy capture
- Potential to over install more MW and limit output to the 80 MW connection capacity
- Improved utilization of existing gen-tie and connection facility and increase the amount of renewable energy produced in Quay County
- Facilitate operating a wind energy project in Quay County for another 30 years
- Create longer-term guaranteed PILOT revenue for Quay County
- Create jobs and supplier opportunities during construction [circa 160 jobs over 10 months] and associated boost to local restaurants, hotels etc
- Key development steps to achieve a 2023 repowering of the project:
 - Finalising the IRB changes summarised on slide #6
 - Landowner agreements
 - Turbine equipment procurement
 - Site layout design & analysis
 - FAA approvals
 - Re-contracting the power purchase agreement (PPA)
 - Cultural resource, environmental analysis, state and federal permitting, engineering etc

IRB to Repower Obsolete Generating Equipment

- Original IRB created in 2004, providing for annual PILOT totaling \$227,200 per annum (\$2,840 per MW), the 2004 IRB will expire in 2034
- The proposed repower will replace obsolete generating equipment originally financed with the 2004 IRB and will involve:
 - Creating a new 30 year equipment only IRB to provide tax abatement on the new equipment placed on the land that was contained in the original IRB
 - Create a new IRB to cover new equipment placed on land that was not in the original IRB
 - Original IRB allowed to run-off in 2034 at which point the underlying land would return to the tax base
 - New PILOT to be negotiated to cover the 30 year period of the New Equipment and New Land IRB
 - LRE to reimburse Quay County costs associated with the above changes
 - The County are issuing the bond but not making the loan. LRE will arrange and finance the bond purchase
 - Essentially, IRBs are a tool to encourage business expansions, job growth and capital investment and facilitate the opportunity for PILOT payments to the County
- Next steps:
 - LRE to propose revised PILOT structure for Quay County consideration
 - Inducement resolution to facilitate new IRB structure to be considered at July 25 Quay County meeting, LRE to propose draft
 - PILOT negotiation can progress through July 25 as neither party obligated to implement the IRBs following Inducement Resolution
 - Benefit of timely Inducement Resolution being that LRE has the ability to position for equipment orders within a sales tax abated environment

	\$99.45M	PRINCIPAL AMOUNTS IBC*	IBC*
2022	O		
2023	R		
2024	I		
2025	G	N	N
2026	I	E	E
2027	I	W	W
2028	N		
2029	A	E	
2030	L	Q	
2031		U	
2032	I	I	
2033	R	P	
2034	B	M	
2035		E	
2036		N	
2037		T	
2038			
2039		I	
2040		R	
2041		B	
2042			
2043		T	
2044		A	
2045		X	
2046			
2047		E	
2048		X	
2049		E	
2050		E	
2051		M	
2052		P	
2053		T	

* Principal amounts depend on quantity of MW deployed in each IRB and hence a function of the level of capital investment



Thank you for your time

We look forward to seeing you again on July 25



LEEWARD

LEEWARDENERGY.COM

Clinic/Program Name: Quay County Family Health Center
Month Reported: June 2022

Monthly RPHCA Narrative Report

Please provide brief but detailed information for the following questions. Answer all questions or mark N/A. Remember: This document is used by the State to monitor your performance under the terms of our contract.

1. **Please describe any changes in the types of services provided during the month reported. Describe any discussions about adding new services. Please comment on any changes to the following areas of service:** No changes we are providing both Medical and SBIRT services. SBIRT services will start offering a small case load of therapy to patients.

2. **Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?** Several PTO days by Providers and holidays

3. **Were there any changes in the encounters ~~(+ or - 10%)~~ from the previous month reported? Please explain any causes for the changes.** Encounters for the month of June were 311 which is below the budgeted goal of 418.

4. **Please describe any changes in the staffing pattern (regardless of the position or the change in FTE). Note: Please keep this information CURRENT. List only current vacancies or changes in FTE. For example, if you made a change in FTE that was previously reported, there is no need to keep reiterating it.**
None fully staffed. One CNP is requesting to reduce her FTE to parttime. QCFHC is in the process of advertising for new CNP. CMA is reducing hours to TOC status. TOC CAR has been transferred to the Tucumcari Call Center. We are advertising for a TOC CAR and CMA with a \$3K sign on bonus.

5. **Please describe recruitment efforts for any positions. Which positions? What actions have been taken? Note: This information should be for current vacancies, or for upcoming vacancies that you are aware of. If a position remains open, you should continue to report what is being done in recruitment until the position is filled.**
We currently are advertising for a replacement provider.

6. **Were there any changes to the hours? Explain.** No changes were made to schedule. Hours continue to be Monday -Friday from 7:00 AM to 5:30 PM.

7. **What efforts did you make to collaborate with local and statewide entities? (Examples: discussions with other agencies, formal & informal agreements, contact**

with DOH, Local partners. Community Stakeholders, etc.) Please describe any issues or problems you may have encountered with collaboration efforts.

We continue to provide medical services to the inmates at the Quay Co Detention Center. Administrator is also on the Executive Board with the Quay Co Health Cl.

8. **Please describe any methods for increasing clinic utilization that your program and staff are engaging in.** We are providing COVID testing Monday – Friday and COVID Vaccinations every other Thursdays from 2-4 PM. COVID Home Test Kits are being given to patients upon checkout.
9. **Please describe the outreach activities your program and staff provided to the community during the month reported.** Health Council attendance by Admin and SBIRT.
10. **Have you received any new funding? Are you aware of any new funding opportunities? Please describe any new initiatives or projects that have been implemented.** No new funding has been received other then RPHCA funds.
11. **Please note the date of the last advisory board meeting AND THE AGENDA ITEMS DISCUSSED.** *Note: You do not need to send a copy of your meeting minutes, but you do need to give a brief recap of what was discussed at the last meeting. This information should stay the same until your next meeting occurs. Were there any changes of board members? What is the date of the next meeting?*

May 11, 2022

Introduction/Welcome

- Introduction of all members and welcome of 2 new members.
- Community Feedback

PMS Board Meeting Update

- JCOH visit
- Board review of leases
- Financial Status including audit
- PMS leader in state COVID vaccine

Regional Goals

- Continued development of BH services
- Vaccine Equity Update
- Board Member Engagement

Clinic Update

- Staffing
- Womens Health Day Event
- Monthly Encounters
- Mock Audit
- JCOH visit
- NUMAC Report
- April Awareness Event

Home Visiting

- Enrollment Numbers
- Recruitment
- Family Group Meetings

**RPHCA Program
Monthly Level of Operations Form**

revised 7/7/15

Organization Name: Presbyterian Medical Services		Contract #	23169
Reporting Site: Quay County Family Health Center		Report Month/Year:	06/01/22
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters	311	
	By Provider Type:		
	Physician Encounters		
	Midlevel Practitioner Encounters	311	
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health	21	
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health	85	
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	Other 3 rd Party Encounters	85	
	Medicare Encounters	118	
100% Self Pay (non-discounted/non-3 rd party) Encounters	2		
Unduplicated Number of Users	Total # of unduplicated users	30	
	At or Below Poverty	14	
	Between Poverty and 200% of Poverty	8	
	Above 200% of Poverty	8	
Staffing Level	Administrative Staff	3.25	
		Clinical FTEs	Admin FTEs
	Physicians		
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals	1	
	Community Health Workers		
Clinical Support Staff	3		
All Other Staff	0.5		
Prior Month's Primary Care Financial Information	Please enter the month being reported: June		
	Total Primary Care Revenues - all sources	72,658	
	Sliding Fee Revenues - Medical	-5,414	
	Sliding Fee Revenues - Dental	0	
	Medicaid Revenues - Medical	15,131	
	Medicaid Revenues - Dental	0	
	County Indigent Fund Revenues	0	
	Other 3 rd Party Revenues	10,302	
	Medicare Revenues	14,186	
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues	-285	
	Contracts/Grants Revenues (including RPHCA)	38,738	
	Total Primary Care Expenditures	112,240	
	Total Primary Care Charges	83,332	
Sliding Fee Discounts - Medical	17,571		
Sliding Fee Discounts - Dental	0		
Prepared by: C Renee Hayoz		7/5/2022	

9-1-1 and Phone System Summary

9-1-1 Basics

Quay, NM

Start Date: 2022-06-01 Shift Start: 00:00 User: --

End Date: 2022-06-30 Shift End: 24:00

Dispatch Groups: quay

Number of Answered Calls:	626	
Average Answer Time:	00:04.2	MM:SS.s
Average Call Duration:	01:41.1	MM:SS.s

Calls by Line Type

Quay, NM

Start Date: 2022-06-01 Shift Start: 00:00

End Date: 2022-06-30 Shift End: 24:00

Dispatch Groups: quay

	9-1-1 Voice	9-1-1 Text	7-Digit Emergency	Admin	Total
Calls Presented	659	0	0	2,175	2,834
Answer Time - Average	00:04.2	00:00.0	00:00.0	00:04.8	00:04.7
Answer Time - Median	00:03.0	00:00.0	00:00.0	00:03.0	00:03.0
Answer Time - Maximum	00:52.0	00:00.0	00:00.0	01:46.0	01:46.0
Calls Abandoned	33	0	0	44	77
% Abandoned	5.01%	0.00%	0.00%	2.02%	2.72%
Calls Answered	626	0	0	2,131	2,757
Agency Goal	95% - 10SEC	95% - 10SEC	90% - 10SEC	80% - 10SEC	
Within Goal	600	0	0	2,022	2,622
% Within Goal	95.85%	0.00%	0.00%	94.89%	95.10%
Longer Than Goal	26	0	0	109	135
Average Call Duration	01:41.1	00:00.0	00:00.0	01:27.3	01:30.4

Calls Answered Within 10 Seconds

Quay, NM

Start Date: 2022-06-01 Shift Start: 00:00 User: --

End Date: 2022-06-30 Shift End: 24:00

Dispatch Groups: quay

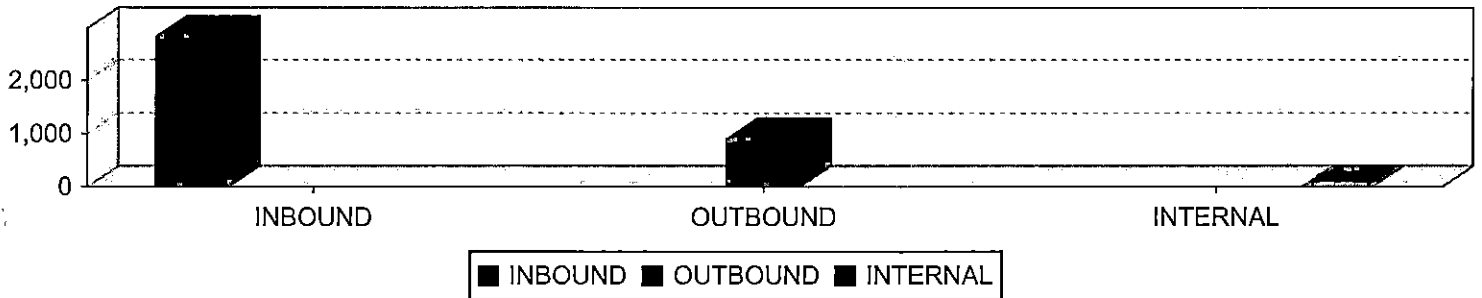
	9-1-1 Voice	9-1-1 Text	7-Digit Emergency	Admin
Answered Within 10	95.85%	0.00%	0.00%	94.89%
Average Answer Time	00:03.5	00:00:00	00:00:00	00:03.8
Median Answer Time	00:03.0	00:00:00	00:00:00	00:03.0
Average Call Duration	01:42.0	00:00:00	00:00:00	01:27.4
Median Call Duration	01:13.0	00:00:00	00:00:00	01:04.0

Calls by Call Type Quay, NM

Start Date: 2022-06-01 Shift Start: 00:00 User: --
 End Date: 2022-06-30 Shift End: 24:00
 Dispatch Groups: quay

	Inbound		Outbound		Internal		Total	
	Calls	Avg Call Duration	Calls	Avg Call Duration	Calls	Avg Call Duration	Calls	Avg Call Duration
9-1-1 Voice	659	01:41.1	0	00:00.0	0	00:00.0	659	01:41.1
Admin	2,175	01:27.3	916	01:19.9	0	00:00.0	3,091	01:25.1
Total	2,834	01:30.4	916	01:19.9	0	00:00.0	3,750	01:27.8

Total Calls by Call Type



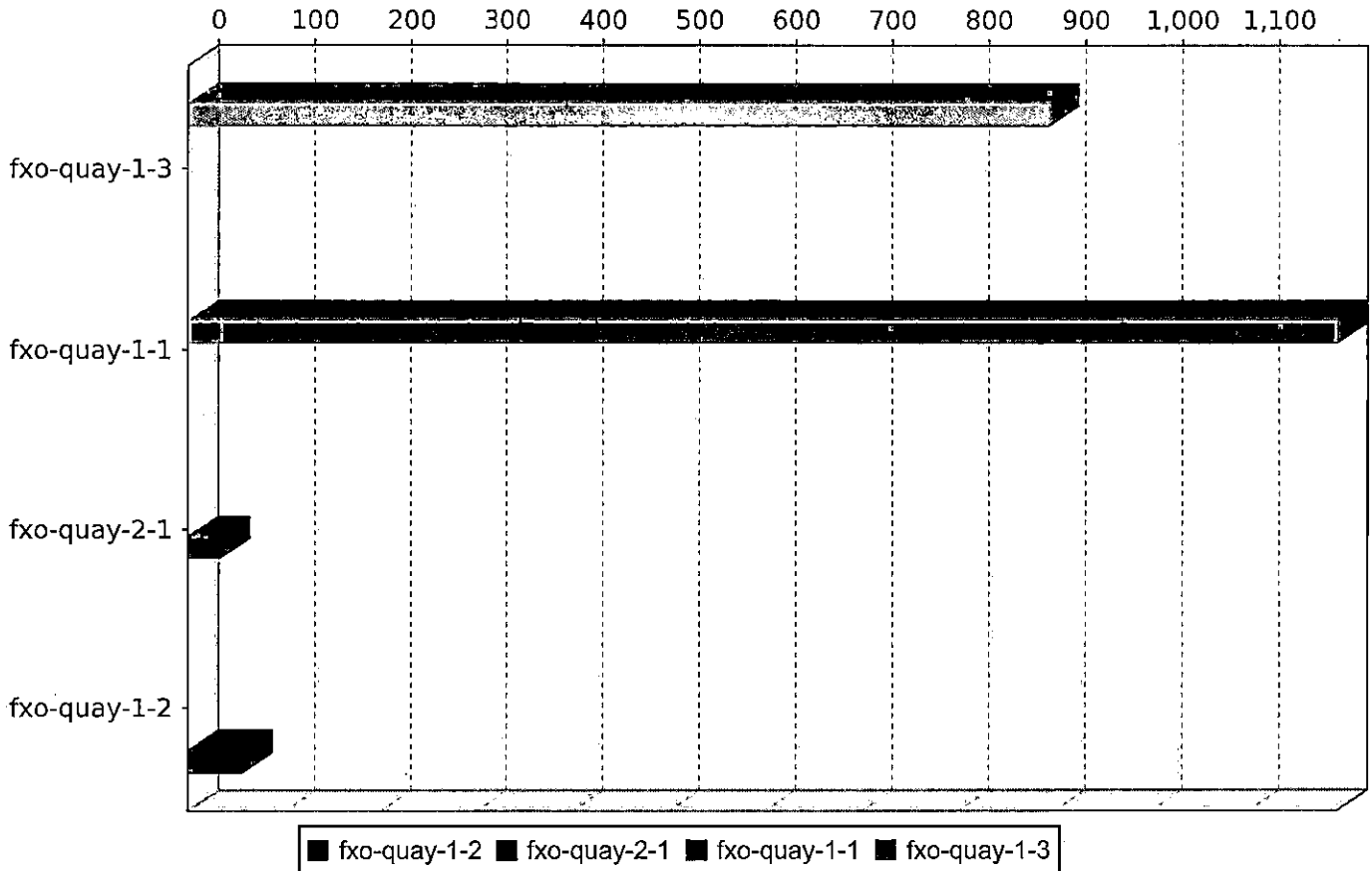
Calls per Trunk and Line Type Quay, NM

Start Date: 2022-06-01 Shift Start: 00:00
 End Date: 2022-06-30 Shift End: 24:00
 Dispatch Groups: quay

Admin Calls per Trunk

Trunk ID	Description	Calls	% by Trunk
10	fxo-quay-1-3	894	41.10 %
7	fxo-quay-1-1	1,191	54.76 %
8	fxo-quay-2-1	33	1.52 %
9	fxo-quay-1-2	57	2.62 %
Total		2,175	100.00 %

Admin Calls per Trunk

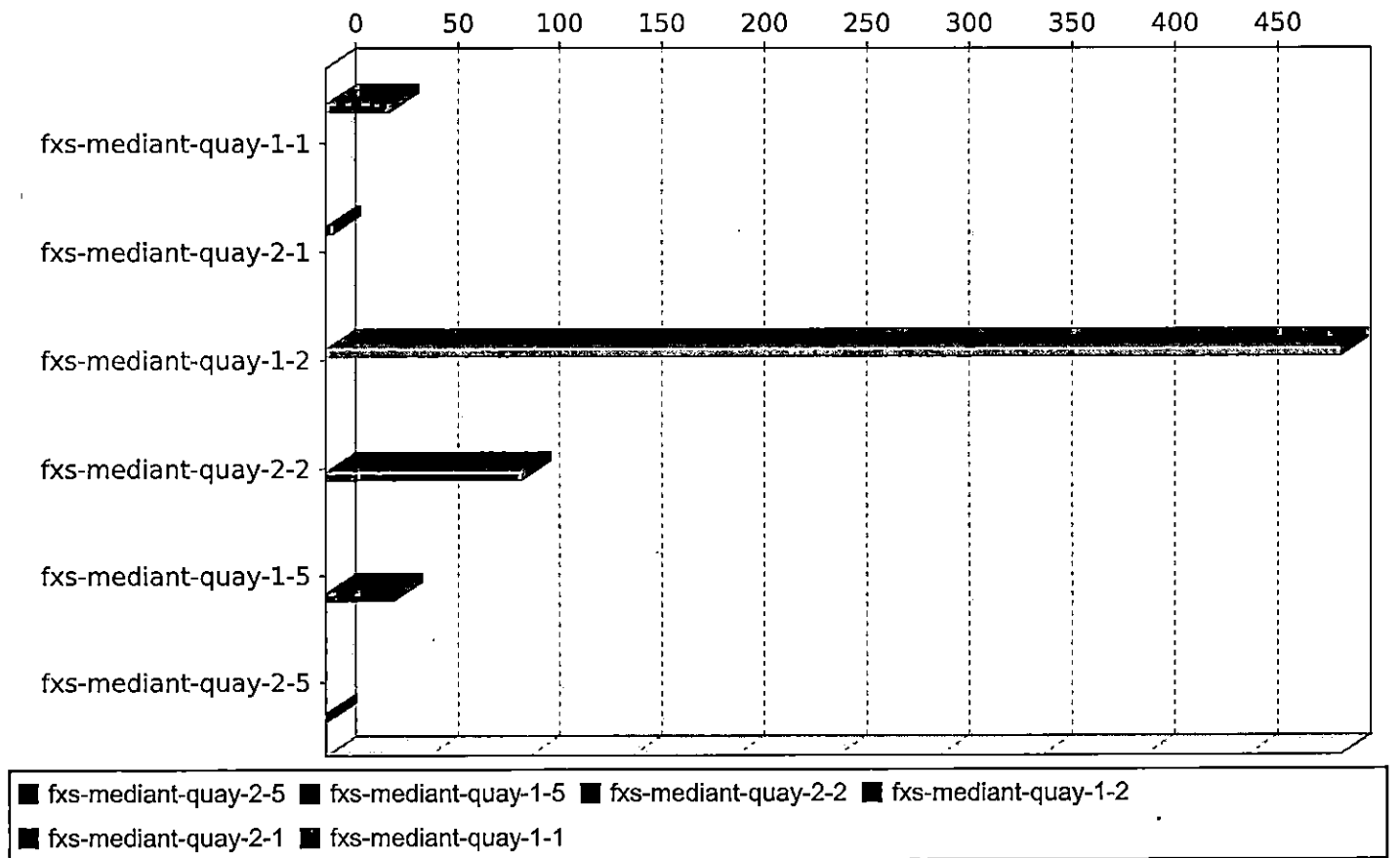


Calls per Trunk and Line Type Quay, NM

9-1-1 Calls per Trunk

Trunk ID	Description	Calls	% by Trunk
1	fxs-mediand-quay-1-1	31	4.70 %
2	fxs-mediand-quay-2-1	3	0.46 %
3	fxs-mediand-quay-1-2	495	75.11 %
4	fxs-mediand-quay-2-2	96	14.57 %
5	fxs-mediand-quay-1-5	33	5.01 %
6	fxs-mediand-quay-2-5	1	0.15 %
Total		659	100.00 %

9-1-1 Calls per Trunk



Calls by Position

Quay, NM

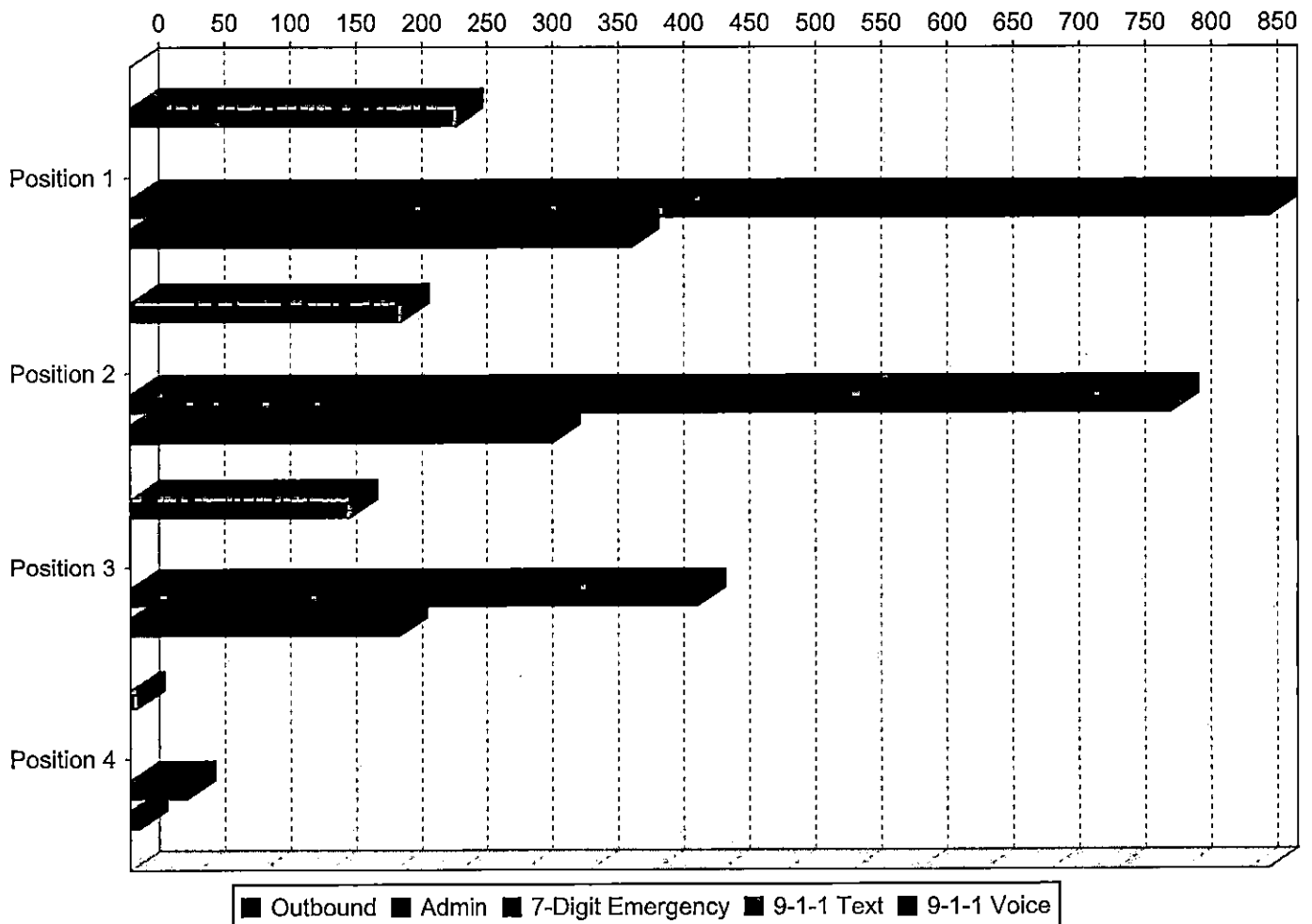
Start Date: 2022-06-01 Shift Start: 00:00

End Date: 2022-06-30 Shift End: 24:00

Dispatch Groups: quay

Position	9-1-1 Voice	9-1-1 Text	7-Digit	Admin	Outbound
1	248	0	0	865	382
2	206	0	0	791	322
3	167	0	0	432	205
4	5	0	0	43	7
Total	626	0	0	2,131	916

Calls by Position



9-1-1 Call Answer Time

Quay, NM

Start Date: 2022-06-01 Shift Start: 00:00 User: --

End Date: 2022-06-30 Shift End: 24:00

Dispatch Groups: quay

Answer Time (Seconds)	Calls	Sum	Percentage	Percentage
1	10	10	1.60 %	1.60 %
2	141	151	22.52 %	24.12 %
3	221	372	35.30 %	59.42 %
4	120	492	19.17 %	78.59 %
5	51	543	8.15 %	86.74 %
6	23	566	3.67 %	90.42 %
7	14	580	2.24 %	92.65 %
8	12	592	1.92 %	94.57 %
9	2	594	0.32 %	94.89 %
10	6	600	0.96 %	95.85 %
11	4	604	0.64 %	96.49 %
12	1	605	0.16 %	96.65 %
13	2	607	0.32 %	96.96 %
15	2	609	0.32 %	97.28 %
16	4	613	0.64 %	97.92 %
17	3	616	0.48 %	98.40 %
19	1	617	0.16 %	98.56 %
20	1	618	0.16 %	98.72 %
21	1	619	0.16 %	98.88 %
22	1	620	0.16 %	99.04 %
23	1	621	0.16 %	99.20 %
28	1	622	0.16 %	99.36 %
30	1	623	0.16 %	99.52 %
33	1	624	0.16 %	99.68 %
42	1	625	0.16 %	99.84 %
52	1	626	0.16 %	100.00 %
Total	626		100.00 %	

9-1-1 Calls by Class of Service

Quay, NM

Start Date: 2022-06-01 Shift Start: 00:00

End Date: 2022-06-30 Shift End: 24:00

Dispatch Groups: quay

Class of Service	Answered Calls	Abandoned Calls	Total Calls	% of Total	% Wireless
BUSN	29	2	31	4.70%	
PBXB	5	0	5	0.76%	
RESD	18	0	18	2.73%	
VOIP	13	0	13	1.97%	
WPH1	22	11	33	5.01%	5.01%
WPH2	539	20	559	84.83%	84.83%
Total	626	33	659	100.00%	89.83%

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 23-14

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Quay**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “**Act**”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “**Enhanced 911 Requirements**” or “**E-911 Rules.**”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“**PSAP**”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the **Public Safety Answering Points (PSAPs)** at the **County of Torrance**, which also provides **E-911** related services to **Quay** and **Harding** counties, as well as **E-911** related reimbursements for travel, training, and **Geographic Information Systems (GIS)** software and hardware; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “**Grantee**” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on **June 21, 2022**, the State Board of Finance awarded the Grantee **\$130,316.00** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

- A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2022**, through **June 30, 2023**.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$130,316.00** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Jamie Luaders**
Title: **Director**
Address: **206 East Center
Tucumcari, NM 88401**

Phone: **575-461-2280**
Fax: **575-467-0418**
Email: **Jamie.Luaders@Quaycounty-nm.gov**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: **Stephen Weinkauf, or his successor**
Title: **E-911 Bureau Chief**
Address: **Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501**

Phone: **505-827-8060**
Fax: **505-827-4948**
Email: **Stephen.Weinkauf@state.nm.us**

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Franklin McCasland
Authorized Signatory

Franklin McCasland
(Printed Name)

Quay County Commission Chairman
(Title, Organization)



DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: _____
Donnie Quintana, Local Government Division Director

Date

Exhibit A

PSAP Annual Report

Please complete the PSAP Annual Report on-line at: [PSAP Annual Report Form](https://docs.google.com/forms/d/e/1FAIpQLSfzOymB415W-rMI-EIZoL24F3-HkOr7CBkDHeVcYKqdtKjR9g/viewform). Or copy and paste this link into your browser: <https://docs.google.com/forms/d/e/1FAIpQLSfzOymB415W-rMI-EIZoL24F3-HkOr7CBkDHeVcYKqdtKjR9g/viewform>

The name and photo associated with your Google account will be recorded when you upload files and submit this form. Your email is not part of your response. Any files that are uploaded will be shared outside of the organization they belong to.

(SAMPLE)

Section 10.6.2.11 D(8)	
Section	PSAP Input
PSAP Name:	
Respondent contact information:	
Exact Address of the PSAP (No P.O. Boxes)	
Number of E911 Call System positions: (if a position is used for both call taking and dispatching, list it as such)	
Number of Radio Dispatch positions:	
MIS System, include make and model:	
Mapping Server, include make and model:	
911 Call system, include make and model:	
911 Call System operating software version:	
Radio System, include make and model:	
Logging recorder, include make and model	
UPS (for 911 Equipment):	
Back-up Generator:	
Number and type of dedicated CAMA/911 circuits. Wireline/Wireless:	
PSAP Manager or coordinator and alternate: contact name, phone numbers, and email address:	
PSAP Training officer name, phone number, and email address	
MSAG coordinator name, address, phone number, and email address:	
GIS representative name, phone number, and email address:	

Section 10.6.2.11 D(8)

Section	PSAP Input
CAD system, include make and model:	
<p>10-digit administrative number: Each PSAP shall maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.</p>	
<p>PSAP insurance provider name, point of contact, and policy numbers as proof of hazard and liability insurance: (add file)</p>	
<p>List Back-up PSAP(s):</p>	
<p>Secondary PSAPs within your county: Note: "a PSAP to which 911 calls are transferred from a primary PSAP." A secondary PSAP does not receive any direct 911 calls. It only received 911 calls as transfers from another PSAP. e.g., Sheriff's office or Tribal agencies you transfer 911 calls to or do not dispatch for.</p>	
<p>Attach any JPA and MOU(s) documenting agreement(s): (add file)</p>	
<p>Upload established procedure to handle calls from speech and hearing-impaired individuals: (add file)</p>	
<p>Upload developed procedures for handling unanswered or silent 911 calls: (add file)</p>	
<p>Number of certified telecommunicators and dispatchers</p>	
<p>Upload Certified Dispatcher roster: (add file)</p>	

Section 10.6.2.11 D(8)

Section	PSAP Input
Is your PSAP Emergency Medical Dispatch certified?	<input type="radio"/> Yes <input type="radio"/> No
Are there plans to purchase, install, or upgrade to a NG911 capable CAD? If so when is the expected upgrade?	
Are there plans to purchase, install, or upgrade to a new Radio System? If so when is the expected upgrade?	
List current MOU(s) in place with neighboring agencies, municipalities, and counties. <ul style="list-style-type: none"> ▪ MOU(s) for overlapping dispatch jurisdiction. 	

Exhibit B

Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant
 Local Government Division
 Department of Finance and Administration

Exhibit C

Grantee:	County of Quay	Grant Award:	130,316
Address:	PO Box 1188	Project Number:	23-E-14
	Tucumcari, NM 88401	Grant Period:	July 1, 2022 - June 30, 2023
Telephone:	505-461-4400		
Number of Funded PSAP Positions:		Tucumcari-4	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	
Firewall and Router Equipment	
Dispatch Software	
Recorder	
UPS/Generator	
Capital Subtotal	-
Recurring Network/Managed Services	
Voice Network	58,632
Data MPLS Network	10,052
Wireless Cost Recovery	727
Recurring Network/Circuit Subtotal	69,411
Recurring Maintenance	
System Maintenance	36,128
Recurring Maintenance Subtotal	36,128
Services/Training	
911 Related Training	4,000
911 Related GIS	6,000
911 Consulting Services	
GIS Consulting Services	12,143
Interpretive Services	634
Minor Equipment	2,000
Services/Training Subtotal	24,777
TOTAL	130,316

DATE/22	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
6/7/22	STAN	QUAY ROAD 96	0800-1200	4.00	
6/8/22	LOUIS	RT. 66	0500-0500	4.50	
	LOUIS	QUAY ROAD A	6300-6350	0.50	
	LOUIS	QUAY ROAD E	6600-7000	4.00	
	STAN	QUAY ROAD L	4800-5000	1.80	
	STAN	QUAY ROAD L	5000-5180	2.00	
6/14/22	STAN	QUAY ROAD 45	1500-1900	4.00	
6/27/22	DONALD	QUAY 66.5	4000-4150	1.64	
	DONALD	QUAY ROAD AP.5	6700-6720	0.22	
	DONALD	QUAY ROAD 65	4225-4400	1.25	
	DONALD	QUAY ROAD 64.5	4225-4300	0.70	
	DONALD	QUAY ROAD 64.5	4040-4100	0.63	
	DONALD	QUAY ROAD AR	6200-6300	1.00	
	DONALD	QUAY ROAD 64.5	4100-4175	0.73	
	LOUIS	QUAY ROAD 50	1650-1800	2.50	
	LOUIS	QUAY ROAD 50	1200-1400	2.00	
	LOUIS	QUAY ROAD M	5180-5200	0.20	
6/28/22	QUADE	QUAY ROAD AR	3700-3000	3.00	
	QUADE	QUAY ROAD BC	2700-2850	1.50	
	DONALD	QUAY ROAD 72	2200-2450	1.89	FIXED WASHED OUT
	DONALD	QUAY ROAD V.5	7160-7200	0.46	FIXED WASHED OUT
	DONALD	QUAY ROAD 71.2	2300-2400	0.20	FIXED WASHED OUT
	LOUIS	RT. 66	0500-1300	8.00	
	LOUIS	QUAY ROAD F	5950-6050	1.00	
	LOUIS	QUAY ROAD G	5900-6000	1.00	
6/29/22	QUADE	QUAY ROAD AQ	2500-2700	2.00	
	QUADE	QUAY ROAD AP	2500-3000	5.00	
	QUADE	QUAY ROAD AO	2850-3000	1.50	
	LOUIS	RT. 66	1300-1475	1.75	
	LOUIS	QUAY ROAD M	5500-5900	4.00	
	LOUIS	QUAY ROAD L	5130-5180	0.50	
	LOUIS	QUAY ROAD 51	1150-1200	0.50	
	LOUIS	QUAY ROAD M	5180-5200	1.00	
	LOUIS	QUAY ROAD L	4980-5000	0.20	
			TOTAL	65.17	