

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
February 13, 2023

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session January 30, 2023

Approval/Amendment of Agenda

Public Comment

New Business

- I. **Linda Gonzales, City of Tucumcari Library Director**
 - Request Approval of **Library Board Appointment Application**

- II. **Vickie Gutierrez, Dan C Trigg Hospital Administrator**
 - Presentation of **2022 Hospital Report**
 - Request Approval of **3rd Quarter Mill Levy and Gross Receipts Tax Payment**

- III. **Patsey Gresham, Quay County Treasurer**
 - Request Approval of **Resolution Designating Signers on Bank Accounts**

- IV. **Lucas Bugg, Quay County Fire Marshal**
 - Request Approval of **Professional Service Agreement for Medical Director**

- V. **Dennis Garcia, Quay County Sheriff**
 - Presentation of **2022 QCSO Activity**
 - Presentation of **January 2023 QCSO Activity**

- VI. **Larry Moore, Quay County Road Superintendent**
 - **Road Update**

- VII. **Daniel Zamora, Quay County Manager**
 - **Correspondence**

- VIII. **Request Approval of Accounts Payable**

- IX. **Request for Closed Executive Session**
 - Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to **Discuss Limited Personnel Matters**

Adjourn



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



REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

February 13, 2023
9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 13th day February, 2023 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:

Robert Lopez, Chairman
Jerri Rush, Member
Brian Fortner, Member
Ellen L. White, County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Cheryl Simpson, Quay County Finance Director
Larry Moore, Quay County Road Superintendent
Lucas Bugg, Quay County Fire Marshal
Dennis Garcia, Quay County Sheriff
Dana Leonard, Quay County GIS
Samantha Salas, Administrative Assistant to County Manager
Richard Primrose, Quay County Consultant
Linda Gonzales, Tucumcari Public Library Director
Vickie Gutierrez, Trigg Hospital Administrator
Ina Little, Quay County Resident
Ron Warnick, Quay County Sun

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

A MOTION was made by Jerri Rush SECONDED by Brian Fortner to approve the January 30, 2023 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and Fortner voting "aye".

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

Public Comments: Ina Little, resident on Quay Road 60, requested work on the roadway as it is impassable due to the lack of attention and now the mud.

NEW BUSINESS:

Linda Gonzales, Director at the City of Tucumcari Library, requested approval of Agnes Marano to the Advisory Board as Quay County's Representative. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the appointment. MOTION carried with Fortner voting "aye", Rush voting "aye" and Lopez voting "aye".

Vickie Gutierrez, Trigg Hospital Administrator presented the following items:

- 2022 Hospital Year End Report. A copy of this report is attached to the minutes.

- Requested approval of the 3rd Quarter Mill Levy and Gross Receipts Tax Payment from Quay County to the Hospital in the amount of \$250,000.00. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the payment. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Lopez voting “aye”.

County Manager, Daniel Zamora, requested approval of the authorized signers on the Bank Accounts at New Mexico Bank & Trust. Zamora requested the following be authorized on the signature card:

Chairman, Robert Lopez
 Commissioner, Brian Fortner
 Commissioner, Jerri Rush

Treasurer, Patsy Gresham
 Chief Deputy Treasurer, Albenita Rael

A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the authorized signers at New Mexico Bank & Trust. MOTION carried with Fortner voting “aye”, Rush voting “aye” and Lopez voting “aye”.

Lucas Bugg, Quay County Fire Marshal, requested approval of the Professional Services Agreement with Medical Director, Dr. Ronald Chad Carver, M.D. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Agreement. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Lopez voting “aye”. A copy is attached.

Quay County Sheriff, Dennis Garcia provided an Activity Report of calls for services for the year 2022 and for the month of January, 2023. Garcia said he intended to provide these reports to the Commission in an effort to keep them more aware of the service their office is providing. Copies of both Reports are attached to these minutes.

Quay County Road Superintendent, Larry Moore provided the following road updates:

- Blade Reports were distributed.
- The School Bus project on Quay Road AL is nearing completion at 1.9 miles.
- Close-out of the Co-Op project on Quay road 64 will be soon.
- Engineers are working on final figures for Bridge 1042 project.

Quay County Manager, Daniel Zamora gave the following update:

- Received notice the Governor is considering the hospital project on her Capital Outlay Projects.
- Introduced Samantha Salas, the new Administrative Assistant in the Manager’s Office.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the expenditures included in the Accounts Payable Report ending February 9, 2023. MOTION carried with Rush voting “aye”, Lopez voting “aye” and Fortner 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 Brian Fortner go into Executive Session pursuant to the following item(s):

- Section 10-15-1(H)2 Discussion of Limited Personnel Matters

THE MOTION carried with Rush voting “aye”, Lopez voting “aye” and Fortner voting “aye”.

Time noted 9:25 a.m.

---Executive Session---

Return to regular session. Time noted 9:55 a.m.


Action following Executive Session:

Chairman Lopez announced Quay County Assessor submitted a verbal resignation of her elected office, effective June 30, 2023. Assessor, Janie Hoffman announced she and her husband were pursuing a personal business venture that she believed is a conflict of interest if she stayed in office. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to accept the verbal resignation. MOTION carried with Fortner voting "aye", Rush voting "aye" and Lopez voting "aye".


There being no further business, a MOTION was made by Jerri Rush SECONDED by Brian Fortner to adjourn. MOTION carried with Rush voting "aye", Fortner voting "aye" and Lopez voting "aye". Time noted 10:05 a.m.

Respectfully submitted by Ellen White, County Clerk.


BOARD OF QUAY COUNTY COMMISSIONERS



Robert Lopez, Chairman




Jerri Rush

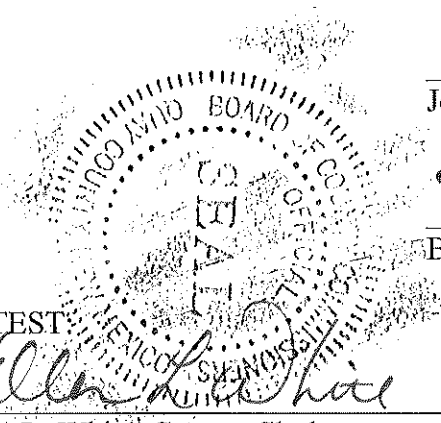


Brian Fortner

ATTEST:



Ellen L. White, County Clerk



PRESBYTERIAN
Dr. Dan C. Trigg Memorial Hospital

Report to Quay County Commission
 February 2023

2022 Year End

- Inpatient admissions at 89 – admitting observation, inpatient, respite care and swing bed patients
- Emergency Department visits at 4,995 – including multiple traumas, seizures, cardiac, head injuries and behavioral health patients.
- ED transfers to higher level of care facility: 471 or 10.5% of ED visits. Patients are transferred for multiple diagnosis’ – primarily needing specialty care such as ICU, orthopedics, cardiology, or surgical services.
- Total patient encounters at 30,812

Charity Care

- DCT provided \$1,279,000 in Charity care

General Updates

- Hospital is having to utilize travelers in radiology (2), nursing (1), and lab (3). These are hard-to-fill positions and we are actively recruiting for those.
- Installed new mammography machine in late November of 2022 – 3-D Digital machine reduces need for invasive procedures to diagnose issues
- Pausing ultrasound services from 2/3/23 to mid-late March. Current machine is over 10 years old. New ultrasound machine with updated technology will be here mid-March.
- Air versus ground transportation statistics last 4 months:

	Air	Ground	POV
October	28	7	5
November	31	6	3
December	31	8	4
January	25	10	2
	115	31	14

**COUNTY OF QUAY, NEW MEXICO
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 7 day of December, 2022, by and between the County of Quay (hereinafter "County") and Ronald Chad Carver, M.D., (hereinafter "Dr. Carver").

WHEREAS, the County has found it necessary to retain a physician to perform the duties of the Medical Director for the County's emergency medical services; and

WHEREAS, Dr. Carver has agreed to provide services as Medical Director for the County's emergency medical service; and

WHEREAS, the County desires to engage Dr. Carver to render the services of Medical Director for the emergency medical service;

IT IS HEREBY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**. As Medical Director, Dr. Carver shall:
 - A. Provide advice of a clinical nature to the County's EMS departments on matters dealing with pre-hospital emergency care, primarily in the form of patient care protocols;
 - B. Provide liaison between the Quay County's Emergency Medical Services (hereinafter referred to as "EMS") and Dr. Dan C. Trigg Memorial Hospital, as necessary.
 - C. Provide on-going evaluation of EMS training programs to ensure proper on-going and specialized skills are being maintained and verification of the ability of personnel to carry out specialized tasks.
 - D. Review the monthly Quality Assurance report to assure accuracy of patient care and point out problem areas to EMS Director and/or Fire Chief.

It is understood and agreed by the parties that Dr. Carver will serve in an advisory role only and will provide no treatment whatsoever, hereunder.

2. **Term and Compensation**. The effective date of this contract shall be January 1, 2023. The term of this contract shall run from January 1, 2023 through December 31, 2024.

The County shall pay to Dr. Carver in full payment for services rendered hereunder, the amount of Five Hundred Dollars (\$500) per year per EMS department. Dr. Carver shall be responsible for any taxes due on that amount and said taxes shall not be billed to the County.

3. **Status of Contractor**. Dr. Carver, and his agents and employees, if any, are independent contractors, performing professional services for the County, and are not employees of the

County. Dr. Carver, and his agents and employees, if any, shall not accrue leave and shall not be eligible for employee benefits, including but not necessarily limited to retirement, insurance, use of County vehicles, or any other benefits afforded to employees of the County.

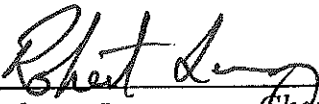
It is agreed that Dr. Carver shall have the full power to continue any outside employment or business, to employ and discharge his employees or associates as he finds desirable, and the County shall in no way interfere.


It is agreed that in the event that Dr. Carver shall be away from the County for a long enough period of time to interfere with his provision of services hereunder, that he shall have the right to choose another licensed medical doctor or doctor of osteopathy in good standing with the New Mexico Board of Medical Examiners, to stand in for him to provide the services hereunder, provided that he shall inform the EMS Director of the name of such substitute and the dates of such substitution and, further provided, that such substitute shall be paid directly by Dr. Carver for those services and such subcontract shall not result in any additional obligation for the County.

4. **Assignment.** Dr. Carver shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the County, except as otherwise provided herein.
5. **Release.** Dr. Carver, upon final payment of the amount due for his services under this agreement shall release the County, its Commissioners, employees, agents and assigns from any and all liability, claims and obligations whatsoever arising from or under this Agreement
6. **Indemnification and Insurance.** The County agrees to indemnify Dr. Carver in regard to any claim for malpractice or for other liability incurred by him as a result of his lawful actions hereunder in an amount which shall not exceed the limits of municipal liability under the New Mexico Tort Claims Act. The County's obligation to indemnify Dr. Carver shall be limited to those claims covered by the County's general liability insurance coverage or as otherwise limited by applicable law. Dr. Carver shall be solely responsible for maintaining any additional malpractice or other insurance coverages in regard to any claims which arise as a result of his actions which are beyond the scope of this agreement. The parties agree to exchange insurance certificates establishing the insurance coverages as specified herein.
7. **Confidentiality.** Any information given to or developed by Dr. Carver in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Dr. Carver without the prior written approval of the County.
8. **Conflict of Interest.** Dr. Carver warrants that he presently has no interest which would conflict with the performance of services required under this Agreement. In the event that any such conflict should arise, Dr. Carver agrees to bring it to the attention of the County and appropriate action acceptable to the County shall be taken with regard thereto.

9. **Amendment.** This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties with the same formalities as this original Agreement.
10. **Scope of Agreement.** This Agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable, unless embodied in this Agreement.
11. **Applicable Law.** This Agreement is made in the State of New Mexico and shall be governed by the Laws of the State of New Mexico.
12. **Binding Effect.** This contract shall be binding the parties and their heirs, assigns and successors in interest.
13. **Severability.** If any provision herein is found to be unenforceable, then it shall be severed from the agreement and shall not affect the enforceability of the remaining provisions of the Agreement.
14. **Titles.** Titles of sections herein are inserted only for the purpose of ease in locating material and shall not in any way be construed to modify the meaning of the various provisions herein.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the date first written above.



 Robert Lopez, Chairman

Attested by: 
 Ellen L. White, County Clerk


 Ronald Chad Carver, M.D.

State of New Mexico)
) §
 County of Quay)

The foregoing was sworn and subscribed before me on this 13 day of Feb, 2023 by Ronald Chad Carver, M.D.


 Notary Public

My Commission Expires:

State of New Mexico
 Notary Public
 ELLEN L. WHITE
 Commission# 1006761
 My Comm. Exp.3-21-2023

Quay County Sheriff's Office January Calls for Service

Nature of Incident Total Incidents 911 Hangup 1

Abandoned Vehicle 2

Traffic Accident w/Injuries 8

Traffic Accident with Damage 7

Agency Assistance 4

Alarm Burglary 1

Animal Problem 3

Arrest 1

Arrest Warrant 11

Assault/Battery 2

Attempt to Locate 4

BOLO 1

Breaking & Entering 1

Burglary 1

Child Custody Problem 1

Civil Dispute 1

Civil Process 3

Civil Standby 4

Courtesy Ride 1

Disturbance 4

Documented Call 3

Domestic Disturbance 3

Drivers Test 1

Escort 3

Fight 1

Fire - Brush 2

Fire - Structure 2

Fire - Vehicle 1

Fraud 1

Hit & Run 2

Juvenile Problem 3

Livestock Out 11

Missing Person 1

Motorist Assist 4

Noise Complaint 1

Prints 2

Prisoner Transport 9 Total Miles 1,931

Property Check 1

Property Damage, Not Vandalism 1

Prowler 1

Reckless Driving 6

SCAM CALLS 1

Stray Animal 2

SUICIDAL SUBJECT 1

Suspicious Person, Circumstance 5

Theft 5

Traffic Hazard 3

Traffic Stop 57

Trespassing 3

Unsecure Premises 1

Unwanted Subject 6

Welfare Check 18

Total Incidents for This Agency 220

2022 Quay County Sheriff's Office Call Activity

Nature of Incident Total Incidents 911 Hangup 14

911 Transfer 3

Abandoned Vehicle 26

Traffic Accident w/Injuries 75

Traffic Accident with Damage 75

Front office duties 5

Agency Assistance 72

Alarm Burglary 22

Alarm Fire/Smoke 1

Alarm Medical 2

Animal Problem 39

Arrest 14

Arrest Warrant 69

Assault/Battery 11

Attempt to Locate 37

Attempted Suicide 4

BOLO 11

Breaking & Entering 12

Burglary 2

Child Abuse or Neglect 5

Child Custody Problem 3

Civil Dispute 22

Civil Process 104

Civil Standby 24

Court Transport 1

Courtesy Ride 11

Disturbance 22

Documented Call 26

Domestic Disturbance 48
Downed Lines 1
Drivers Test 7
DUI Alcohol or Drugs 4
Escort 11
Fight 9
Fire - Brush 11
Fire - Structure 7
Fire - Vehicle 22
Fireworks 3
Found Property 5
Fraud 16
Hazardous Materials Spill 1
Hit & Run 2
Illegal Burning 1
Illegal Dumping 13
Indecent Exposure 1
Information Report 6
Intoxicated Person 1
Juvenile Problem 18
Litter, Pollute, Public Health 2
Livestock Out 67
Lockout 2
Medical Emergency 36
Medical Transfer 1
Miscellaneous CAD Call Record 36
Missing Person 8
Motorist Assist 33
Narcotics 13

Noise Complaint 1
Order of Protection Violation 3
Overdose 1
Prisoner Transport 114 Total Milage 22,961
Property Check 6
Property Damage, Not Vandalism 13
Protective Custody 1
Prowler 1
Pursuit 3
Reckless Driving 89
Recovered Stolen Vehicle 2
Runaway Juvenile 3
SCAM CALLS 1
Search Warrant 2
Sex Assault 3
Sex Offender Violation 1
Shots Fired 5
Smoke in area 1
Stray Animal 7
Structure Fire 4
SUICIDAL SUBJECT 6
Attempted Suicide 4
Suspicious Person, Circumstance 67
Theft 42
Theft, Vehicle 10
Threatening 24
Traffic Hazard 61
Traffic Offense 1
Traffic Stop 348

Trespassing 11

Unattended Death 3

Unsecure Premises 4

Unwanted Subject 25

Utility Problem 1

Vandalism 2

Visitor in Lobby 11

Weapon Offense 1

Welfare Check 181

Total Incidents for This Agency 2,140

DATE/23	NAME	ROAD	BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
1/3/23	DONALD	QUAY ROAD	66.5	4000-4150	1.64	
	DONALD	QUAY ROAD	AP.5	6700-67.2	0.20	
	DONALD	QUAY ROAD	65	4225-4440	2.30	
	DONALD	QUAY ROAD	62.5	4175-4200	0.25	
	DONALD	QUAY ROAD	64.2	4100-4175	0.75	
	DONALD	QUAY ROAD	AQ	6175-6250	0.30	
	DONALD	QUAY ROAD	AR	6200-6300	1.00	
	QUADE	QUAY ROAD	AS	3400-3500		TUMBLEWEEDS
1/4/23	QUADE	QUAY ROAD	AS	3400-3600		TUMBLEWEEDS
	QUADE	QUAY ROAD	AS	3100-3200		TUMBLEWEEDS
	QUADE	QUAY ROAD	AT	3000-31400		TUMBLEWEEDS
	QUADE	QUAY ROAD	AU	3000-3200		TUMBLEWEEDS
	QUADE	QUAY ROAD	AV	3000-3100		TUMBLEWEEDS
	QUADE	QUAY ROAD	AW	3000-3100		TUMBLEWEEDS
	LARRY	QUAY ROAD	34	2700-2900	2.00	
	LARRY	QUAY ROAD	AC	3200-3400	2.00	
	LARRY	QUAY ROAD	32	2800-2900	1.00	
	LARRY	QUAY ROAD	AG	3100-3350	2.50	TUMBLEWEEDS
1/5/23	QUADE	QUAY ROAD	AP	2400-3000		TUMBLEWEEDS
	QUADE	QUAY ROAD	AQ	2400-2500		TUMBLEWEEDS
	QUADE	QUAY ROAD	AR	2900-3000		TUMBLEWEEDS
	QUADE	QUAY ROAD	AT	2400-3000		TUMBLEWEEDS
	QUADE	QUAY ROAD	AX	2400-2500		TUMBLEWEEDS
	QUADE	QUAY ROAD	AU	2700-2800		TUMBLEWEEDS
	LARRY	QUAY ROAD	37	2900-3100	2.00	
	LARRY	QUAY ROAD	38	2800-2900	1.00	
	LARRY	QUAY ROAD	AD	3700-3900		FILLED RUTS AND POTHoles
1/9/23	DONALD	QUAY ROAD	Q	5900-6000	1.00	
	QUADE	QUAY ROAD	AS	3100-3500	5.00	
1/10/23	LARRY	QUAY ROAD	38	2600-2900	3.00	
	LARRY	QUAY ROAD	AC	3800-3900	1.00	
	DONALD	QUAY ROAD	M	5200-5900	7.00	
	QUADE	QUAY ROAD	AZ	2600-2700	1.00	
	QUADE	QUAY ROAD	AY	3200-3300	1.00	
	QUADE	QUAY ROAD	AZ	3100-3300	3.00	
	QUADE	QUAY ROAD	AU	2700-2800	1.00	
1/11/2023	QUADE	QUAY ROAD	AY	3000-3100	1.00	
	LARRY	QUAY ROAD	38	2500-2600	1.00	
1/17/23	STAN	QUAY ROAD	82.4	1550-1700	1.50	PULL DITCHES/BACKSLOPE
	DONALD	QUAY ROAD	64	1700-1900	2.00	
	DONALD	QUAY ROAD	65	1700-1900	2.00	
1/18/23	STAN	QUAY ROAD	Y	7000-7100	1.00	
	STAN	QUAY ROAD	78	2500-2675	1.75	
1/19/2023	STAN	QUAY ROAD	80.4	1600-1900	3.00	
	LARRY	QUAY ROAD	40	2650-3200	5.50	
1/23/2023	LARRY	QUAY ROAD	X	3700-3900	2.00	
	LARRY	QUAY ROAD	37	2400-2500	1.00	
	LARRY	QUAY ROAD	Y	3700-3800	1.00	
	DONALD	QUAY ROAD	64	1900-2100	2.00	
	DONALD	QUAY ROAD	66	1800-2000	2.00	
	DONALD	QUAY ROAD	60	1600-1700	1.00	
1/24/2023	LARRY	QUAY ROAD	36	2700-2900	2.00	
	LARRY	QUAY ROAD	AC	3700-3800	1.00	

	DONALD	QUAY ROAD O	6700-6750		REMOVED TUMBLEWEEDS
	DONALD	QUAY ROAD P	6650-6700		REMOVED TUMBLEWEEDS
	DONALD	QUAY ROAD O	5900-6000	1.00	
	QUADE	QUAY ROAD AS	3100-3200		TUMBLEWEEDS
	QUADE	QUAY ROAD AP	2400-3000		TUMBLEWEEDS
	QUADE	QUAY ROAD 27	45000-5000	5.00	
1/25/2023	QUADE	QUAY ROAD 32	4150-4300	1.50	
	QUADE	QUAY ROAD AY	3000-3300	3.00	
	QUADE	QUAY ROAD AU	3100-3200		TUMBLEWEEDS
	ARMANDO	QUAY ROAD 60	3600-3675	0.75	
	LARRY	QUAY ROAD 37	2800-2900	1.00	
	LARRY	QUAY ROAD 38	2100-2400	3.00	
			TOTAL	85.94	