

**July 6, 2011**  
**Agenda**  
**9:30 a.m. Business Meeting**  
**Valencia County Commission Chambers**  
**444 Luna Avenue**  
**Los Lunas, NM 87031**

Board of County Commissioners  
*Georgia Otero-Kirkham, Chair* District II  
*Mary J. Andersen, Vice-Chair* District I  
*Lawrence R. Romero* District III  
*Ron Gentry* District IV  
*Donald E. Holliday* District V

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: June 15, 2011 -Business Meeting  
June 8, 2011 -Public Hearing

**PRESENTATION(S)**

- 5) Dona Ana de San Clemente Day
- 6) Resolution of the Council of the Village of Los Lunas Supporting a Member at Large to Serve on the Valencia Regional Emergency Communications Center Board of Directors

**DISCUSSION (Non-Action) ITEM(S)**

- 7) Directors Reports: **Eric Zamora**
- 8) Reports from Manager, Commissions, Boards & Committees
- 9) Los Lunas Corridor Study

**ACTION ITEM(S)**

- 10) Consideration of **Resolution 2011-\_\_\_**, A Resolution Approving the Merger of The Socorro County Housing Authority and The Village of Los Lunas Housing Authority, Redefining Geographic Boundary and Approval of the Transfer of the ACC to The El Camino Real Housing Authority
- 11) Consideration of Cooperation Agreement between Valencia County and The El Camino Real Housing Authority
- 12) Consideration of Amendment No. 1 Agreement between The State of New Mexico Children, Youth and Families Department and Valencia County
- 13) Consideration of Approval of Precinct Adjustments by Resolution: **Peggy Carabajal**
- 14) Consideration of Extension of Community Service Monitoring Contract, Los Lunas Magistrate Court
- 15) Consideration of Extension of Community Service Monitoring Contract, Belen Magistrate Court

**FINANICAL MATTERS:**

- 16) Consideration of Approval: Payroll / Warrants: **Kenny Griego / Wilma Abril**

**PUBLIC COMMENT:**

BOOK 71 PAGE 680

*Please sign up on the sheet located just outside the Commission chambers. The Board will allow each member of the public wishing to address the Board a full and complete opportunity to address the Commission*

**EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a. limited personnel matters; b. pending or threatened litigation; c. other specific limited topics that are allowed or authorized under the stated statute.

- ♦ Motion and roll call vote to go into Executive Session for the stated reasons
- ♦ Board meets in closed session
- ♦ Motion and vote to go back into regular session
- ♦ Summary of items discussed in closed session
- ♦ Motion and roll call vote that matters discussed in closed session were limited to those specified in motion For closure, and that no final action was taken, pursuant to the authority in §10-15-1 NMSA 1978.

**NEXT COMMISSION MEETING:**

- ♦ July 13, 2011- Regular Public Hearing Meeting @ 5:00 P.M.  
Valencia County Commission Board Room 444 Luna Ave. LL, NM

**ADJOURN:**

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*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2014 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Valencia County Manager's Office at the old Valencia County Courthouse if a summary or other type of accessible format is needed.*

# VALENCIA COUNTY BOARD OF COMMISSIONERS

## BUSINESS MEETING

July 6, 2011

|   |                           |
|---|---------------------------|
| <b>PRESENT</b>                            |                           |
| Georgia Otero-Kirkham, Chair              |                           |
| Mary J. Andersen, Vice-Chair              |                           |
| Lawrence R. Romero, Member                |                           |
| Ron Gentry, Member                        |                           |
| Donald E. Holliday, Member                |                           |
| Eric Zamora, County Manager               |                           |
| Adren Nance & Dave Pato, County Attorneys |                           |
| Theresa Sanchez, Chief Deputy             | Sally Perea, County Clerk |
| Press and Public                          |                           |

1) The meeting was called to order by Madam Chair Otero-Kirkham at 9:30 A.M.

2) Madam Chair led the Pledge of Allegiance.

### 3) Approval of Agenda

County Manager Eric Zamora requested removing item (6) from the agenda. MaryAnn from the Socorro County Housing Authority requested removing item (10) from the agenda and to table item (11).

Commissioner Andersen moved for approval of the agenda as amended. Seconded by Commissioner Gentry. Motion carried unanimously.

### 4) Approval of Minutes: June 15, 2011 Business Meeting

Commissioner Romero moved for approval of the minutes of June 15, 2011 Business Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

### PRESENTATION(S)

#### 5) Dona Ana de San Clemente Day

The commission had been asked to consider July 13, 2011 as "Dona Ana de San Clemente Day" which will mark the 295<sup>th</sup> anniversary of lands of San Clemente being granted to Dona Ana Sandoval y Manzanares by Governor Felix Martinez.

Commissioner Andersen moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously.

#### 6) Resolution of the Council of the Village of Los Lunas Supporting a Member at Large to Serve on the Valencia Regional Emergency Communications Center Board of Directors.

Removed

### DISCUSSION (Non-Action) ITEMS(S)

#### 7) Directors Reports – Eric Zamora

County Manager Eric Zamora stated he will be meeting on July 12<sup>th</sup> with the El Cerro Community Group at 6:30 P.M. at the El Cerro Community Center to discuss the development of community recreational activities for the youth in their area.

On the Manzano Express project and in accordance with the Department of Transportation requirements, an RFP (Request for Proposal) has been issued for engineering services which is a small scale service to establish some bidding documents for the project. The RFP's are due tomorrow, they will be evaluated and hopefully have a contact to the commission on July 20<sup>th</sup>.

Cap Co-op and school bus project funding agreement should be delivered this week and Mr. Zamora is anticipating this years funding amount per commission district will be \$12,400 higher then last years. Last years numbers per district was about \$90,000.00.

The county has recently installed some speed humps on Valencia Road in the area of Valencia Elementary and with the start of the fiscal year the county will be able to install a few more in the upcoming weeks.

Mr. Zamora is presently working with PNM and has issued a purchase order to install a street light at the intersection of Manzano Express and North Rio Del Oro which is the road that goes up to Valencia High School. We are now waiting to get on PNM's schedule and for an update as to when that installation will occur.

In regards to the quiet zone project the county does have an anticipated start date of August 22, 2011 which is for Don Felipe, Lopez and Mesa Road quiet zone. There was a pre-construction meeting held last week and it was requested by BNSF to provide some additional documentation and getting on their schedule would put us out by another month and a half but the anticipated start date is still August 22, 2011.

At the July 20<sup>th</sup> meeting Mr. Zamora will begin regular updates with regards to the status of addressing the audit findings.

**8) Reports from Manager, Commissions, Boards and Committees**

Business Manager Kenny Trujillo said two weeks ago at the New Mexico Association of Counties Summer Conference in Roswell Valencia County received an award for reducing its multi-line claims by nine to twelve percent and law enforcement liability claims reduced by forty two percent; this includes the sheriff's department and detention. If the county can keep this up for another two years, the county rates will go down. This is a commitment that the county as a whole has made in safety awareness and no county gets this award unless significant improvement has been made.

Madam Chair asked Mr. Zamora to write a letter of congratulations to Warden Chavez and Sheriff Burkhard.

**9) Los Lunas Corridor Study**

Dave Pennington was not present.

**ACTION ITEMS(S)**

**10) Consideration of Resolution 2011-\_\_\_, A Resolution Approving the Merger of The Socorro County Housing Authority and The Village of Los Lunas Housing Authority, Redefining Geographic Boundary and Approval of the Transfer of the ACC to The El Camino Real Housing Authority.**

Removed.

**11) Consideration of Cooperation Agreement between Valencia County and the El Camino Real Housing Authority.**

Tabled.

**12) Consideration of Amendment No. 1 Agreement between the State of New Mexico Children, Youth and Families Department and Valencia County.**

County Manager Eric Zamora introduced Cynthia Ferrari the new Juvenile Justice Coordinator for Valencia County who will be working with the county to develop some programs. Ms. Ferrari's salary is funded through a grant from the state.

County Business Manager Kenny Griego said the purpose of this amendment is to extend the contract for the Juvenile Justice Coordinator from July 1<sup>st</sup> through September 30<sup>th</sup> and increase the compensation of \$7500.00 for a new contract total of \$37,500.00.

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. ( SEE EXHIBIT A )

**13) Consideration of Resolution 2011\_\_\_, A Resolution Approving Precinct Adjustments by Resolution – Peggy Carabajal**

Bureau of Elections Director Peggy Carabajal presented the above resolution again for approval. At the commissions request she had included in their packets a before and after maps and a brief explanation of the precinct adjustments that came about due to the 2010 census data. This resolution from the Secretary of State is basically a formality due to the 2010 census data.

Commissioner Gentry and Commissioner Andersen both expressed concerns and agreed submitting, in a letter form, the fact that the commission does not want to split the major population basis in some districts and ask that they look at more equitably changing it within Valencia County and limiting those major splits on population basis.

Ms. Carabajal asked for the county attorney's opinion. County Attorney Adren Nance stated law 1-3-13 does require this be passed or adjusted within thirty days. All precincts are frozen unless they are brought into constitutional compliance. Mr. Nances discussion with individuals involved in this process is, although this came down from the Secretary of State, the other option is that the commission hire an independent contractor or some one else that has some expertise in this and finds that these precincts don't make sense. The commission can then petition the Secretary of State to reconsider these precincts and then revise them. He believes the deadline is prior to January 1, 2012. That's an absolute deadline and the commission would want that to be done as soon as possible. It doesn't mean the Secretary of State will agree to it but at least there's hope.

Minutes of July 6, 2011 Regular Business Meeting

Madam Chair moved for approval of the resolution. Seconded by Commissioner Romero. Motion failed 2-3 Commissioner Gentry, Commissioner Andersen and Commissioner Holliday voted no.

County Manager Eric Zamora said he will work with the county attorneys and the Secretary of States Office to express the commission concerns and relay those concerns directly to the Secretary of State and see if they have any direction for the commission.

**14) Consideration of Extension of Community Service Monitoring Contract, Los Lunas Magistrate Court.**

Commissioner Gentry moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously. (SEE EXHIBIT B)

**15) Consideration of Extension of Community Service Monitoring Contract, Belen Magistrate Court.**

Commissioner Holliday moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (SEE EXHIBIT C)

**FINANCIAL MATTERS:**

**16) Consideration of Approval: Payroll / Warrants – Kenny Griego / Wilma Abril**

Commissioner Gentry moved for approval of payroll / warrants. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT D,E,F,G & H)

**PUBLIC COMMENTS:**

Members of the audience making public comments at tonight's meeting were Valencia County residents R. Farris and William Krepfl.

**EXECUTIVE SESSION:**

No Executive Session.

**NEXT COMMISSION MEETING**

The next Public Hearing Meeting of the Valencia County Board of County Commission will be held on July 13, 2010 at 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.

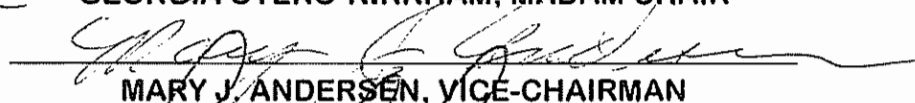
**11) Adjournment**

Commissioner Holliday moved for adjournment. Seconded by Commissioner Gentry. Motion carried unanimously. TIME 10:29 A.M.

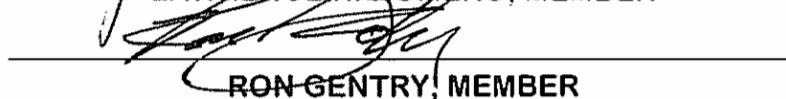
**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the July 6, 2011 Public Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

  
 GEORGIA OTERO-KIRKHAM, MADAM CHAIR

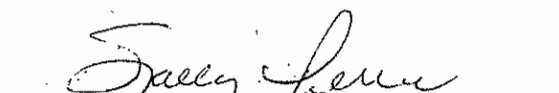
  
 MARY J. ANDERSEN, VICE-CHAIRMAN

  
 LAWRENCE R. ROMERO, MEMBER

  
 RON GENTRY, MEMBER

\_\_\_\_\_  
 DONALD E. HOLLIDAY, MEMBER

ATTEST:

  
 SALLY PEREA, COUNTY CLERK

7-20-11  
 DATE

**PROFESSIONAL SERVICES AGREEMENT  
VCJJB CONTINUUM COORDINATOR**

**THIS AGREEMENT** is entered into by and between the County of Valencia and Cynthia Ferrari whose address is P.O. Box 1791, Los Lunas NM 87031, henceforth known as the "Contractor" and/or "Continuum Coordinator".

**WHEREAS**, the County of Valencia is the government entity in Valencia County receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in the County.

**NOW THEREFORE**, the County and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

**I. Period of Agreement**

This agreement shall become effective July 1, 2011 and shall terminate on September 30, 2011, unless terminated pursuant to Article VI, infra.

**II. Statement of Work**

The Contractor shall provide the program of services as set forth in the scope of work, which is attached hereto as "**Attachment 1 – Statement of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article XII (10) or terminated pursuant to Article VIII (6), infra.

**III. Limitation of Cost**

The total amount of the monies appropriated to the Contractor and made payable to the Contractor under this Agreement shall not exceed a total of seventy five hundred dollars (\$7,500.00). The annual budget is attached hereto as "**Attachment 2 - Budget**" and incorporated herein by reference.

**IV. Compensation**

- a. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$30,000.00. Payments shall only be made as outlined in the budget which is made part of this Agreement as "**Attachment 2 – Budget**". This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.
- b. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the "**Scope of Work – Attachment I.**"

( EXHIBIT A )

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The total amount of monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed \$7,500.00. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

- c. Contractor must submit a detailed statement of accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

## **V. Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **VI. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **VII. Return of Funds**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the County.

### **VIII. Termination of Agreement**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY OR STATE OF NEW MEXICO IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

### **IX. Funds Accountability**

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

### **X. Maintenance of Records**

The Agency shall maintain records as required of any administering state County pursuant to applicable state law and regulation. The Contractor shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years.

### **XI. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County, or unless required to disclose by a court of competent jurisdiction.

### **XII. Amendments**

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

### **XIII. Assignment**

The Contractor 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 the prior written approval of the County.



#### **XIV. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to this choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

#### **XV. Liability**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

#### **XVI. Execution of Documents**

The County and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

#### **XVII. Sub-Contracts**

The Contractor shall be ultimately responsible for all items enumerated in "**Attachment 1**" of this Agreement. The Contractor shall seek advance approval from the County of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

#### **XVIII. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual orientation, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

#### **XIX. 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 County.

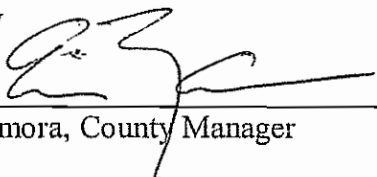
## **XX. Lobbying Certification**

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any County, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any County, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

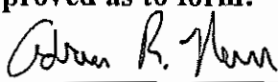
IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

County

  
Eric Zamora, County Manager

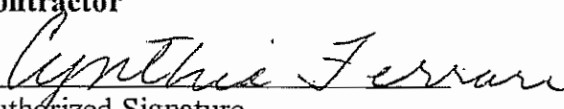
Date: July 11, 2011

Approved as to form:

  
County Attorney

Date: July 13, 2011

Contractor


  
Authorized Signature

Date: July 15, 2011

Coordinator  
Printed Title of Authorized Signatory

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

County

  
Eric Zamora, County Manager

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

Contractor

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Title of Authorized Signatory

**Attachment 1- Scope of Work**  
**Valencia County**

**Performance Outcome:**

1. Present final report to the Agency of the assessment findings and the results.
2. Submit copy of the assessment tool to be used for Valencia County assessment/evaluation.
3. A report of the assessment results, the goals and objectives to expand and maintain the Valencia County Juvenile Justice Board and implement alternative to detention and graduated sanctions programs within Valencia County.
4. Provide Final report including the assessment results and future proposed plans to follow-up on the findings of the evaluation of Valencia County.
5. To establish rich programming that is diverse, culturally competent and gender-responsive, to include educational, vocational, behavioral health, medical care and other services.
6. To develop individualized service plans addressing carefully assessed needs, strengths and risks.
7. To increase the emphasis on prevention and early intervention in juvenile justice services.

**Goals:**

1. Conduct a community assessment and use the findings to develop goals and objectives to assist the Valencia County Juvenile Justice Board and require community members to develop and oversee the juvenile justice alternative to detention; graduated sanctions programs.
2. Develop goals and objectives for the Valencia County Juvenile Justice Board and the implementation of the alternative to detention; graduated sanction programs needed by the community based on the findings of the assessment. Determine as part of the goals and objectives what technical assistance is needed.
3. To improve the Juvenile Justice System through a juvenile justice continuum of services.
4. To reduce the disproportionate number of minority youth having contact with the juvenile justice system through a continuum of services and targeted DMC programs.

**Activities:**

The Contractor May at the direction of the Executive Committee:

Seek Technical Assistance to direct the Valencia County Juvenile Justice Board in the implementation of the alternative to detention; graduated sanctions programs needed by youth in Valencia County service area to include, and not be limited to:

1. Conduct a thorough assessment of the Valencia County Service Area and its communities.
  - a. The assessment information shall consist of analysis of the service area's economics; demographics; public health and vital statistics; education data; child welfare and juvenile justice system; information on the children and youth i.e. Kids data books published by the Annie E Casey Foundation.

- b. The assessment should analysis the input of the families, youth and the communities need, availability and appropriateness of the proposed alternative to detention; graduated sanctions programs and related services. The assessment analysis shall profile the readiness of the Valencia County Juvenile Justice Board and its needs and continued recruitment of essential members of the community.
2. Develop goals and objectives to assist the Valencia County Juvenile Justice Board and require community members to develop and oversee the juvenile justice alternative to detention; graduated sanctions programs determined as needed in the community by the assessment tool and findings.
3. The Contractor takes direction and supervision from the Executive Board.
4. Organize, coordinate and provide staff support for the Board; this will include board development activities in conjunction with the board Chair(s).
5. Inform the Agency's program Manager of the date of each meeting, and submit a copy of the written minutes of each meeting, within 30 days of the meeting;
6. Submit to Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Invoice and Expense Report forms, signed and dated by an authorized agency of the Contractor, to insure that the requests for reimbursement are submitted by the due date of the fifteenth day of the following month, unless otherwise approved by agency Program Manager in advance;
7. Provide data reports as required by the federal government, corresponding to the activities described in this Statement of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency's Program Manager and must accompany the monthly request for reimbursement. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
8. Provide Agency standardized Progress Report Forms (PRF) quarterly. Any delay in the submission of the PRF will delay payment of current related invoices. The Submission of the PRF is to be on the Agency provided form and format and unacceptable on any other formats or hand written.
9. Submit to the Agency a written "Final Report" prior to the termination of this Agreement and such other reports deemed necessary by the Agency. The "Final Report" shall contain at a minimum, but not be restricted to:
  - a. a year plan for sustainability of programs/services
  - b. accomplishments/milestones achieved during this agreement period
  - c. statements regarding achievement of, or progress made regarding achievement of the estate outcomes and performance measures; and
  - d. continue development and improvement of the multi-year Comprehensive strategic Plan for a continuum of detention alternative programs and services.
10. Attend periodic meetings as required by the Agency, if sufficient budgeted funds are available.

### **Continuum Coordinator Duties**

The Contractor May at the discretion of the Executive Committee:

#### **1. Coordinate VCJJB and Executive Committee Activities**

- Coordinate monthly Executive Committee meetings and quarterly VCJJB general meetings
- Prepare meeting agendas, handouts, minutes and schedule presentations
- Co-facilitate monthly Executive Committee meetings and monthly/quarterly VCJJB general meetings
- Prepare VCJJB presentation documents, ie. Power point, pamphlets, strategic plan, JDAI Continuum, program continuum, information sheet, letterhead, budgets, program descriptions
- Coordinate annual planning retreat
- Prepare JJAC required reports; ie. Monthly, 6 month, annual reports, budgets, budget adjustments and meeting minutes
- Prepare Valencia County Commission quarterly reports
- Plan activities and meetings with Executive Committee
- Coordinate associated meetings for the VCJJB and Executive Committee
- Prepare letters of support and thank you letters
- Update the VCJJB and Executive Committee on latest trends, conferences and training
- Ensure VCJJB subcommittees are meeting monthly and meeting subcommittee and "best practice" goals
- Ensure the VCJJB, subcommittees and programs are meeting strategic plan decisions
- Prepare and update VCJJB binders for Executive Committee members
- Represent the VCJJB at the quarterly JJAC continuum coordinators meetings
- Coordinate youth participation in VCJJB
- Facilitate decisions and follow up

#### **2. Coordinate implementation and maintenance of programs**

- Prepare program contracts
- Attend and facilitate program meetings
- Prepare and monitor performance measures
- Troubleshoot and problem-solve with programs on pending issues
- Monitor contract and budget compliance
- Prepare annual program evaluations
- Coordinate program submittal of invoices and monthly reports
- Serve as liaison with programs on JJAC , VCJJB and Valencia County requests

- Facilitate decisions and follow up

### **3. Coordinate outcome data**

- Coordinate monthly Data Work Group meeting
- Ensure completion of detention, JPPO and program data reports
- Coordinate DMC review
- Coordinate, consolidate and submit monthly JJAC data progress report
- Facilitate decisions and follow up

### **4. Coordinate funding**

- Prepare annual JJAC proposal
- Prepare other funding requests
- Coordinate VCJJB/Valencia County budget
- Advocate for VCJJB budget at JJAC meetings
- Meet with programs quarterly to ensure compliance to budget
- Prepare budget adjustment requests
- Facilitate decisions and follow up

### **5. Coordinate community outreach**

- Schedule VCJJB presentations to community organizations, rural areas and pueblos
- Prepare necessary binders and documents for presentations
- Follow up with communities on requests



**Attachment 2 – Budget**  
**Valencia County**

| <b><u>Description</u></b>                                | <b><u>Amount</u></b> |
|--|----------------------|
| <b><u>Professional Services:</u></b>                     |                      |
| Contracting Agency for Assessment Study:                 |                      |
| Design, development and implement                        |                      |
| Valencia County assessment tool                          | \$ 0.00              |
| Continuum Coordinator supervising community assessment   |                      |
| and program development.                                 | \$ 7,500.00          |
| <br><b><u>*Travel:</u></b>                               |                      |
| Mileage and per Diem                                     | \$ 0.00              |
| <b><u>Miscellaneous expenses:</u></b>                    |                      |
| Printing, data collection instruments, postage, faxing & |                      |
| Supplies   | \$ 0.00              |
| <br>Training   | <br>\$ 0.00          |
| <hr/>  |                      |
| <b>TOTAL Budget</b>                                      | <b>\$ 7,500.00</b>   |

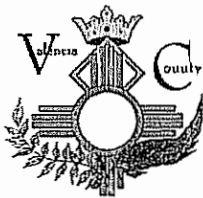
The total amount of this contract shall not exceed \$7,500.00, including gross receipt taxes.

Valencia County agrees that expenditures will not deviate from the project budget without prior written approval from the designated Agency's program manager. Funds may be moved between individual line items in the budget with written pre-approval by the Agency's Program Manager. Initiate a pre-approval by submitting a Budget Adjustment Request to the Agency's Program Manager.

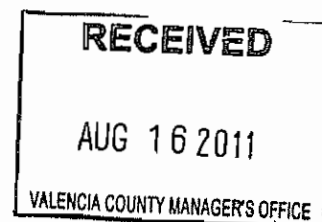
\* Per Diem and mileage, and other miscellaneous expenses, will be paid in accordance with the department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

**Funding Source:**

**Federal Grant:** \$7,500.00  
Grant Name: JABG Grant  
Grant #: 2007-JB-FX-0071  
Grant CFDA #: 16.523  
Grant Award Year: FFY 2007



**VALENCIA COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
444 LUNA AVENUE ♦ P.O. Box 1119  
LOS LUNAS, NEW MEXICO 87031  
OFFICE: 505.866.2014 ♦ FAX: 505.866.3355



July 13, 2011

Honorable Judge Tina Gallegos  
Presiding Judge  
Los Lunas Magistrate Court  
1206 Main Street  
Los Lunas, NM 87031

Re: Extension of Community Service Monitoring Contract

Dear Judge Gallegos:

At its regular meeting of July 6, 2011, the Board of County Commissioners approved an extension of that certain Independent Contractor Agreement, effective 3/19/07 (the "Agreement"), a copy of which is attached to this letter of agreement. If Los Lunas Magistrate Court and the Independent Contractor agree to such extension as provided in this letter of agreement, please so indicate by signing below. Please return to us one of the duplicate originals.

If both of you agree, the Agreement will be extended for a term of one year, from July 1, 2011 to June 30, 2012. The Agreement is not modified except as provided in this letter of agreement.

Thank you, and if you have any questions or concerns, please do not hesitate to call.

Cordially,

COUNTY

Eric Zamora, County Manager

Date: 7-13-11

INDEPENDENT CONTRACTOR

Print: EMILIANO SANCHEZ

Date: 8-11-11

MAGISTRATE COURT:

Presiding Judge

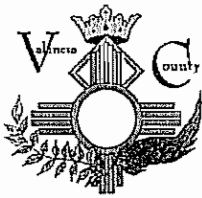
Date: 8/8/11

( EXHIBIT B )

**Georgia Otero-Kirkham, Chair, District II**   **Mary J. Andersen, Vice-Chair, District I**

Lawrence Romero, District III   ♦   **Ron Gentry, District IV**   ♦   **Don Holliday, District V**

**Eric Zamora, County Manager**



**Valencia County**  
**BOARD OF COUNTY COMMISSIONERS**

444 LUNA AVENUE ♦ P.O. Box 1119  
LOS LUNAS, NEW MEXICO 87031  
OFFICE: 505.866.2014 ♦ FAX: 505.866.3355

July 13, 2011

Honorable Judge Danny Hawkes  
Presiding Judge  
Belen Magistrate Court  
901 West Castillo  
Belen, NM 87002

Re: Extension of Community Service Monitoring Contract

Dear Judge Hawkes:

At its regular meeting of July 6, 2011, the Board of County Commissioners approved an extension of that certain Independent Contractor Agreement, effective 3/15/07 (the "Agreement"), a copy of which is attached to this letter of agreement. If Los Lunas Magistrate Court and the Independent Contractor agree to such extension as provided in this letter of agreement, please so indicate by signing below. Please return to us one of the duplicate originals.

If both of you agree, the Agreement will be extended for a term of one year, from August 4, 2011 to August 3, 2012. The Agreement is not modified except as provided in this letter of agreement.

Thank you, and if you have any questions or concerns, please do not hesitate to call.

Cordially,

COUNTY

Eric Zamora, County Manager

Date: 7-13-11

INDEPENDENT CONTRACTOR

Print: George York

Date: 7-19-11

MAGISTRATE COURT:

Presiding Judge

Date: 7/15/2011

( EXHIBIT C )

**Georgia Otero-Kirkham, Chair, District II**   **Mary J. Andersen, Vice-Chair, District I**

**Lawrence Romero, District III**   ♦   **Ron Gentry, District IV**   ♦   **Don Holliday, District V**

**Eric Zamora, County Manager**

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION

*Marilyn Silva*

The attached computer printout lists all the checks issued by the Manager's Office on June 15, 2011 covering vendor bills processed on the above date. Check # 108708 to #108788 inclusive, for the total of \$ 166,922.44.

All have been reviewed for:

1. Appropriate documentation and approvals.
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

Recommended:

*Kenneth Lugo for Wilma*  
Wilma Abril, Director of Finance

Done this 6<sup>th</sup> day of July, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

*Georgia Otero-Kirkham*  
Georgia Otero-Kirkham, Chair

*Mary J. Andersen*  
Mary J. Andersen, Vice-Chair

*Lawrence R. Romero*  
Lawrence R. Romero, Commissioner

*Ron Gentry*  
Ron Gentry, Commissioner

*Donald E. Holliday*  
Donald E. Holliday, Commissioner

ATTEST:

*Sally Perea*  
Sally Perea, County Clerk

(EXHIBIT D)

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION

Admin

The attached computer printout lists all the checks issued by the Manager's Office on June 28, 2011 covering vendor bills processed on the above date. Check # 108962 to #108990 inclusive, for the total of \$124,138.94.

All have been reviewed for:

1. Appropriate documentation and approvals.
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

Recommended:

Kenneth Gray for Wilma Abril  
Wilma Abril, Director of Finance

Done this 6<sup>th</sup> day of July, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham  
Georgia Otero-Kirkham, Chair

Mary J. Andersen  
Mary J. Andersen, Vice-Chair

Lawrence R. Romero  
Lawrence R. Romero, Commissioner

Ron Gentry  
Ron Gentry, Commissioner

Donald E. Holliday  
Donald E. Holliday, Commissioner

ATTEST:

Sally Perea  
Sally Perea, County Clerk

(EXHIBIT E)

Administrative

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION

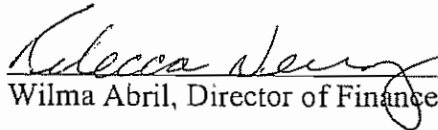
The attached computer printout lists all the checks issued by the Manager's Office on June 28, 2011 covering vendor bills processed on the above date. Check # 108896 to #108961 inclusive, for the total of \$143,579.64.

All have been reviewed for:

1. Appropriate documentation and approvals.
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

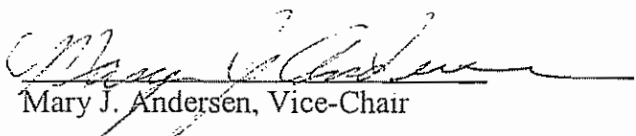
Recommended:

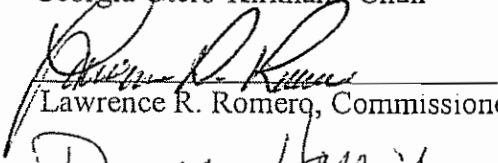
  
Wilma Abril, Director of Finance

Done this 6<sup>th</sup> day of July, 2011.

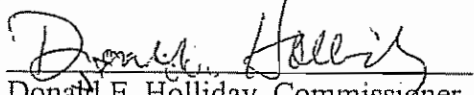
VALENCIA COUNTY BOARD OF COMMISSIONERS

  
Georgia Otero-Kirkham, Chair

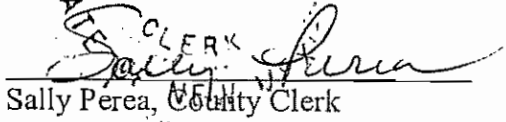
  
Mary J. Andersen, Vice-Chair

  
Lawrence R. Romero, Commissioner

  
Ron Gentry, Commissioner

  
Donald E. Holliday, Commissioner

ATTEST:

  
Sally Perea, County Clerk

(EXHIBIT F)

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION

*DeLanna Caraway*

The attached computer printout lists all the checks issued by the Manager's Office on June 30, 2011 covering vendor bills processed on the above date. Check # 109021 to #109074 inclusive, for the total of \$160,271.72.

All have been reviewed for:

1. Appropriate documentation and approvals.
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

Recommended:

*Wilma Abril*  
Wilma Abril, Director of Finance

Done this 6<sup>th</sup> day of July, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

*Georgia Otero-Birkham*  
Georgia Otero-Birkham, Chair

*Mary J. Andersen*  
Mary J. Andersen, Vice-Chair

*Lawrence R. Romero*  
Lawrence R. Romero, Commissioner

*Ron Gentry*  
Ron Gentry, Commissioner

*Donald E. Holliday*  
Donald E. Holliday, Commissioner

ATTEST:

*Sally Perea*  
Sally Perea, County Clerk

( EXHIBIT G )

*Marilyn Silva*

**VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION**

The attached computer printout lists all checks issued by the Managers Office on  
06/17/2011 covering payroll process on the above date.

Direct Deposit Check 20618 thru direct deposit check# 20803 inclusive.

Deduction Check# 108789 thru deduction check# 108818 inclusive.

Payroll Check # 90297 thru payroll check # 90372 inclusive.

Listing total \$ 355,141.73

All have been reviewed for:

1. Appropriate documentation and approvals
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

In recognition of the above, the Manager's Office request this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

Recommended:

*Wilma Abril*  
Wilma Abril, Finance Director

Done this 6th day of July, 2011

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

*Georgia Otero-Kirkham*  
Georgia Otero-Kirkham, Chair

*Mary J. Andersen*  
Mary J. Andersen, Vice Chair

*Donald E. Holliday*  
Donald E. Holliday, Commissioner

*Ron Gentry*  
Ron Gentry, Commissioner

*Lawrence Romero*  
Lawrence Romero, Commissioner

ATTEST: *Sally Perea*  
Sally Perea, County Clerk

(EXHIBIT H)