



October 19, 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: October 5, 2011-Business Meeting

Georgia Otero-Kirkham

PRESENTATION(S)

- 5) Barbara Marquez – retiree with 25 years

DISCUSSION (Non-Action) ITEM(S)

- 6) Directors Reports
- 7) Reports from Manager, Commissions, Boards & Committees

ACTION ITEM(S)

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

- 8) Consideration of Indigent Report/Appeals.....Kenny Griego/Barbara Baker
BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

- 9) Consideration of a request for a road vacation for portions of Palomar Place – **Eric Zamora / Ken Cordova**
- 10) Consideration of Resolution 2011-___: Consideration of Approval of Resolution Designating Polling Places for the 2012 Primary and General Elections: **Sally Perea / Peggy Carabajal**
- 11) Consideration of Resolution 2011-___: for the funding application to New Mexico Finance Authority to purchase and Equip a Class “A” pumper in the amount of \$275,000.00 for the Los Chavez Fire District: **Glenda Chavez / Brian Culp**
- 12) Consideration of Accepting the Youth Development Inc. Teen Court Grant: **Kenny Griego**
- 13) Consideration of Professional Services Agreement VCJJB Reception Assessment Services administered by New Day and Valencia County: **Kenny Griego / Cynthia Ferrari**
- 14) Consideration of Resolution 2011-___: Los Lunas Corridor Study Alternative: **Eric Zamora / Loretta Tollefson**
- 15) Consideration of Memorandum of understanding to extend the availability of City of Belen’s Transfer Station to County Residents: **Eric Zamora / Angela Martinez**

Page 1 of 2

16) Consideration of Resolution Number 2011-____ to Establish a Solid Waste Planning Committee –
County Commissioners / Angel Martinez

17) Appoint Members to Solid Waste Planning Committee - **County Commissioners**

FINANICAL MATTERS:

18) Consideration of Resolution 2011-____; Increase Expenditures due to Grants & Additional Revenue:
Kenny Griego / Wilma Abril

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

PUBLIC COMMENT:

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: **Lone Mountain**; 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.

ACTION ITEMS FROM EXECUTIVE SESSION:

- ♦ Lone Mountain Contract

NEXT COMMISSION MEETING:

- ♦ **November 2, 2011 – Business Meeting @ 9:30 A.M.**
Valencia County Commission Board Room 444 Luna Ave. LL, NM

ADJOURN:

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

REGULAR BUSINESS MEETING

October 19, 2011

PRESENT	
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	
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

Commissioner Andersen moved for approval of the agenda. Seconded by Commissioner Holliday. Motion carried unanimously.

4) Approval of Minutes: October 5, 2011 Business Meeting

Commissioner Holliday moved for approval of the October 5, 2011 Business Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

PRESENTATION(S)

5) Barbara Marquez – Retiree with 25 Years

Valencia County employee Ms. Barbara Marquez, retiring from the Code Enforcement Department, was recognized and thanked by the commission for her 25 years of service to the county.

DISCUSSION (Non-Action) ITEM(S)

6) Directors Reports

County IT Director Lawrence Esquibel gave a brief report on the activities of the IT Department. Paul Vuchetich recently resigned from the IT Department and Gerald Chavez is now the county's primary web master and Julian Barraza is the new hire as the third member of the IT staff. The IT staff has recently completed training at the University of New Mexico Continuing Education Department and continues learning through online courses for many of the upcoming changes in moving forward for the Tyler implementation. A kick-off meeting has been scheduled with Tyler on November 8th to introduce project managers to county staff as they collaborate to chart the course for the upcoming Tyler implementation.

7) Reports from Manager, Commissions, Boards & Committees

County Manager Eric Zamora said because of another fatality that closed Meadow Lake Road the community is looking for alternative access. Mr. Zamora is presently working with the state and local developer to provide for an alternative access to that area. There may be a solution in sight and hopes to have something to present to the commission within the next thirty days.

On the Manzano Express project and the issues with traffic at the intersection of North Rio Del Oro and Manzano Express, the consulting engineer is considering alternatives in upgrading that intersection, those changes will be incorporated into this project. The best scenario is to delay the project until the end of the school year in order to delay any disruption to traffic in the area.

A mid-November clean up, in partnership with Socorro County, is scheduled for Wheeler Road. There was a clean up in the El Cerro area and two miles of roadway was cleaned and loaded into 2 ½ dumpsters.

Animal Control Director Ruben Chavez recognized employees James White and Patty Meugan who continue to do everything they can to save the animals and find them homes. James White has also worked out a partnership between the animal shelter department

and Wal-Mart in which every donated item the shelter receives Wal-Mart will match that. This weekend alone Mr. White collected \$300.00 worth of donated items from Valencia County residents.

Valencia County EMS Coordinator Brian Culp said they have made it a goal to try and train every county employee in Heartsaver, CPR and AED. Eighty employees have gone through the training and about sixty employees and hopefully elected officials remain to be trained. Mr. Culp asked the officials to give him a time which would be convenient for them to attend this training.

This year's United Way Campaign Manager Valencia County employee Michele Romero briefed the commission on the campaigns planned and fund raising activities for the county employee's.

Commissioner Gentry said he has received several emails from Ms. Carol Delusia a Las Maravillas resident complaining about high volume vibration and dust being created by large trucks on the dirt road located in the back of the subdivision and would like to see that road paved. Commissioner Gentry asked staff to research if the commission has the authority to put limited no truck traffic on that particular road because it's financially impossible to pave that road. He asked if the road department has been keeping up with the road maintenance in District IV and would like to have an accounting on that.

Commissioner Gentry would like to see the commission move forward on the re-districting. We do have a contract and would like to expedite it. Another subject he brought up was that within the county and in his district, the theft and burglaries are running rampant and it's to the point that residents are not reporting them any more because it doesn't do them any good as they don't get any response from the sheriffs department. There have been several complaints on this and said a lot more was expected from the sheriff who runs a fully funded department.

Commissioner Romero said his district is experiencing this same issue. If the sheriff needs additional deputies, we need to look into that. If you don't enforce the drug laws, you're not enforcing anything because they're connected to the burglaries that are occurring. He's not going to tell the sheriff how to run his business but the commission definitely needs to meet with him to discuss drug enforcement.

Commissioner Holliday agreed with both commissioners on these issues and in regards to the dirt road, the gravel pit contract stated that trucks would go around through another road but being that the county didn't sign off, now the trucks are using those roads along with the north Rio del Oro road, the paved portion in front of the school. He suggests talking to the new owner and get them to start using the other route in order to alleviate some of the problems.

In the Meadow Lake area they need to look into acquiring an alternative in and out route in the event of an emergency. Commissioner Holliday is looking into getting an easement to cut a new road from Dairy Road to Manzano Expressway which will be behind a locked gate and will only be used in the event of an emergency. There have been two fatalities in the last year and they've had to shut the road down for three to four hours at a time making it impossible for the residents to get in or out of the Meadow Lake area.

Madam Chair thanked Commissioner Holliday for going to Santa Fe to request funding for the implementation of a four way stop or signal light at Mazano Expressway and the north Rio del Oro Road which goes up to the high school.

ACTION ITEM(S)

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

Commissioner Andersen moved to convene as the Indigent Claims Board. Seconded by Commissioner Holliday. Motion carried unanimously.

8) Consideration of Indigent Report / Appeals- Kenny Griego / Barbara Baker

Ms. Barbara Baker presented the Indigent Claims from September 9, 2011 to October 7, 2011 and requested approval of \$34,840.40.

Commissioner Holliday moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (See Exhibit A)

Ms. Baker presented four Indigent Claims Appeals; the first one for Corina Crespin in the amount of \$83,862.20 and recommended approval of \$3,000.00 to be paid to UNM Health Sciences Center.

Minutes of October 19, 2011 Regular Business Meeting

The second Indigent Claims Appeal for Carolina Gonzales in the amount of \$1,154.96 and Ms. Baker recommended approval of \$889.32 to be paid to Presbyterian Hospital.

The third Indigent Claims Appeal for inmate Anthony Gutierrez in the amount of \$26.00 and Ms. Baker recommended approval of \$17.25 to Radiology Associates.

The last Indigent Claims Appeal was for Virginia Howard who has two bills, one for Presbyterian Hospital and one for Living Cross Ambulance. Presbyterian Hospital is in the amount of \$2,005.00 and Ms. Baker recommended approval of \$788.43. The Living Cross Ambulance bill is in the amount of \$1,543.85 and recommends approval of \$400.00. Commissioner Holliday moved for approval of all four appeals. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibits B – E)

Commissioner Gentry asked Indigent Administrator Barbara Baker to research whether or not, through the use of the Indigent funds, the county could set a type of program that would be classified as healthcare to provide flu shots, vaccinations, mammograms or other types of cancer screenings to help those individuals that sometimes can't afford these.

Commissioner Andersen said she would like to see a program that may provide free flu shots county wide for everyone that walks in the door whether they are eligible or not.

Commissioner Holliday said he would also like to see dental care for the county's seniors under the Indigent Fund.

Ms. Baker said she will check with the other counties and the health policy commission.

BOARD RECONVENS AS BOARD OF COUNTY COMMISSIONERS

Commissioner Andersen moved to reconvene as the Board of County Commissioners. Seconded by Commissioner Romero. Motion carried unanimously.

9) Consideration of a Request for a Road Vacation for Portions of Palomar Place – Eric Zamora / Ken Cordova

Commissioner Romero motioned for approval to vacate Palomar Place Road. Seconded by Commissioner Gentry. Motion carried unanimously.

(See Exhibit F)

10) Consideration of Resolution 2011-___, Consideration of Approval of Resolution Designation Polling Places for the 2012 Primary and General Elections – Sally Perea / Peggy Carabajal.

Commissioner Andersen moved to table the above resolution until the next Business Meeting so that additional voting convenience centers could be included in the resolution. Seconded by Commissioner Gentry. Motion carried unanimously.

11) Consideration of Resolution 2011-45, for the funding application to New Mexico Finance Authority to Purchase and Equip a Class "A" Pumper in the Amount of \$275,000.00 for the Los Chavez Fire District – Glenda Chavez / Brian Culp

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

County Clerk Sally Perea announced Resolution 2011-45. (See Exhibit G)

12) Consideration of Accepting the Youth Development Inc. Teen Court Grant – Kenny Griego.

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

13) Consideration of Professional Services Agreement VCJJB (Valencia County Juvenile Justice Board) Reception Assessment Services Administered by New Day and Valencia County – Kenny Griego / Cynthia Ferrari.

Commissioner Romero moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (See EXHIBIT H)

14) Consideration of Resolution 2011-46, Los Lunas Corridor Study Alternative – Eric Zamora / Loretta Tollefson.

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

County Clerk Sally Perea announced Resolution 2011-46. (See EXHIBIT I)

15) Consideration of Memorandum of Understanding to Extend the Availability of City of Belen's Transfer Station to County Residents – Eric Zamora / Angel Martinez

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (See EXHIBIT J)

16) Consideration of Resolution 2011-47, to Establish a Solid Waste Planning Committee – County Commissioners / Angel Martinez.

The resolution states that each commissioner appoints one person and have one county staff member. Commissioner Andersen moved for approval of the Resolution to Establish a Solid Waste Planning Committee. Seconded by Commissioner Holliday. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2011-47. (See EXHIBIT K)

17) Appoint Members to the Solid Waste Planning Committee – County Commissioners.

The Solid Waste Planning Committee appointed: Paul Alexander by Madam Chair Commissioner Georgia Otero-Kirkham, Virginia Smith by Vice-Chair Commissioner Mary Andersen, Jackie Farnsworth by Commissioner Lawrence Romero, Jim Crawford by Commissioner Ron Gentry, Joan Artiaga by Commissioner Donald Holliday and Mr. Angel Martinez by resolution will be chairman.

FINANCIAL MATTERS:

18) Consideration of Resolution 2011-48, Increase Expenditures Due to Grants & Additional Revenue – Kenny Griego / Wilma Abril

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

County Clerk Sally Perea announced Resolution 2011-48. (See EXHIBIT L)

Consideration of Approval – Payroll / Warrants – Kenny Griego / Wilma Abril

Commissioner Gentry moved for approval of Payroll / Warrants. Seconded by Commissioner Gentry. Motion carried unanimously. (See EXHIBITS M-O)

PUBLIC COMMENTS:

The member of the audience making comments at today's business meeting was Meadow Lake resident Bob Gostischa.

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 *Lone Mountain* and c.) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Holliday motioned to go into Executive Session. Seconded by Commissioner Andersen. Roll call vote. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Holliday voted yes. Commissioner Gentry voted yes. Madam Chair voted yes. Motion carried 5-0.

Commissioner Holliday moved to go back into Regular Session. Seconded by Commissioner Gentry. Motion carried unanimously.

County Attorney Adren Nance stated the matters discussed in Executive Session were limited to those specified in the motion for closure and no final action was taken.

Commissioner Holliday moved for approval of the summary as stated by counsel. Seconded by Commissioner Gentry. Roll call vote. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Holliday voted yes. Commissioner Gentry voted yes. Madam Chair voted yes. Motion carried 5-0.

9) ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION

Lone Mountain Contract and no action was taken.

NEXT COMMISSION MEETING:

The next Regular Meeting of the Valencia County Board of County Commission will be held on November 2, 2011 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

11) Adjournment

Commissioner Andersen moved for adjournment. Seconded by Commissioner Holliday. Motion carried unanimously. **TIME 12:18 P.M.**

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the October 19, 2011 Regular Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS



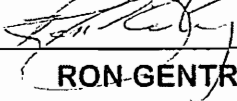
GEORGIA OTERO-KIRKHAM, CHAIR



MARY J. ANDERSEN, VICE CHAIR



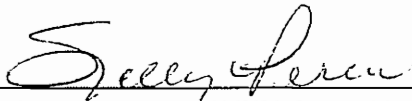
LAWRENCE R. ROMERO, MEMBER



RON GENTRY, MEMBER

DONALD E. HOLLIDAY, MEMBER

ATTEST:



SALLY PEREA, COUNTY CLERK

Nov. 2, 2011
DATE

VALENCIA COUNTY COMMISSION MEETING

Georgla Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	201665387	10403	53,244.90	53,244.90	0.00
UNM Health Sciences Center	203168695	10404	25,645.48	25,645.48	0.00
Living Cross Ambulance	57973	10405	1,085.49	685.49	400.00
Presbyterian Hospital	001153807-1239	10405	150.00	34.50	115.50
Presbyterian Hospital	000705894-1234	10406	28,346.70	25,346.70	3,000.00
Living Cross Ambulance	58360	10407	1,190.48	790.48	400.00
Presbyterian Hospital	001120586-1244	10407	2,916.00	678.38	2,237.62
Living Cross Ambulance	54991	10408	1,016.84	1,016.84	0.00
UNM Health Sciences Center	202426235	10409	80.00	80.00	0.00
UNM Health Sciences Center	202141156	10410	919.00	919.00	0.00
Living Cross Ambulance	54542	10411	1,149.29	1,149.29	0.00
Living Cross Ambulance	56469	10411	893.27	893.27	0.00
Presbyterian Hospital	001173219-1167	10411	37,628.50	37,628.50	0.00
Living Cross Ambulance	54274	10412	1,003.11	1,003.11	0.00
UNM Health Sciences Center	202550562	10413	8,912.09	5,912.09	3,000.00
UNM Health Sciences Center	203768015	10414	18,693.30	16,093.30	2,600.00
Living Cross Ambulance	58448	10414	1,245.40	845.40	400.00
UNM Health Sciences Center	204778658	10414	682.40	282.40	400.00
TOTALS			184,802.25	172,249.13	12,553.12

(EXHIBIT. A)

VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	203666243	10415	3,595.54	3,595.54	0.00
Living Cross Ambulance	58585	10416	1,204.21	804.21	400.00
Presbyterian Hospital	000327431-1227	10416	58,674.02	55,674.02	3,000.00
Living Cross Ambulance	58504	10417	893.27	493.27	400.00
UNM Health Sciences Center	204818710	10417	719.50	165.48	554.02
UNM Health Sciences Center	204038699	10418	12,194.30	12,194.30	0.00
UNM Health Sciences Center	203606710	10419	10,387.63	7,387.63	3,000.00
Presbyterian Kaseman	020311463-1236	10420	3,474.00	3,474.00	0.00
Presbyterian Kaseman	020311463-1237	10420	8,186.00	8,186.00	0.00
UNM Health Sciences Center	202710950	10421	796.69	183.24	613.45
UNM Health Sciences Center	203753439	10421	1,411.40	324.62	1,086.78
Living Cross Ambulance	59363	10422	852.08	452.08	400.00
Presbyterian Hospital	000467802-1232	10422	5,267.00	2,267.00	3,000.00
Presbyterian Medical Group	BL10056849500	10423	107.00	80.48	26.52
Albuquerque NM Physicians	AN2 000142958	10424	551.00	551.00	0.00
Zia Diagnostic Imaging	213087-ZIAD	10424	96.00	96.00	0.00
Presbyterian Medical Group	BL10057434310	10425	183.00	143.04	39.96
Lovelace Medical Center	P112340046	10426	900.00	207.00	693.00
TOTALS			109,492.64	96,278.91	13,213.73

VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair Mary J. Andersen, Co-Chair
Ron Gentry Donald E. Holliday Lawrence R. Romero

P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Medical Group	4974505	10427	23.00	5.75	17.25
UNM Medical Group	4974505	10427	951.00	633.90	317.10
Lovelace Medical Center	P1036000275	10428	7,475.00	7,475.00	0.00
Presbyterian Medical Group	BL10054546881	10429	214.00	159.86	54.14
Presbyterian Medical Group	BL10051635891	10430	107.00	107.00	0.00
Presbyterian Medical Group	BL10051714761	10430	107.00	107.00	0.00
Presbyterian Medical Group	BL10056849890	10431	107.00	82.07	24.93
UNM Health Sciences Center	202241113	10432	65.00	14.95	50.05
Lovelace Medical Center	P1101400550	10433	4,949.00	4,949.00	0.00
UNM Health Sciences Center	199263492	10434	1,203.54	1,203.54	0.00
Presbyterian Medical Group	BL10055957490	10435	107.00	81.07	25.93
Radiology Associates	14935577	10435	30.00	4.07	25.93
Presbyterian Medical Group	BL10057153890	10436	107.00	75.43	31.57
Presbyterian Medical Group	BL10056524170	10437	107.00	81.07	25.93
Ophthalmic Anesthesia	33741	10438	608.00	114.72	493.28
Tricore Reference Labs	0-DPP11012609	10438	1,493.73	1,313.94	179.79
UNM Medical Group	116258773	10439	32.00	11.52	20.48
UNM Medical Group	116245876	10439	132.00	84.88	47.12
TOTALS			17,818.27	16,504.77	1,313.50

VALENCIA COUNTY COMMISSION MEETING

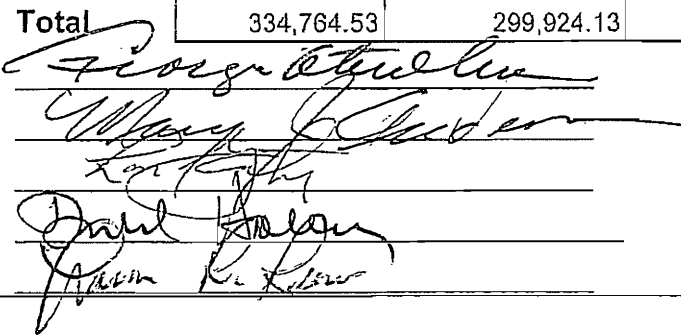
Georgia Otero-Kirkham, Chair Mary J. Andersen, Co-Chair
Ron Gentry Donald E. Holliday Lawrence R. Romero

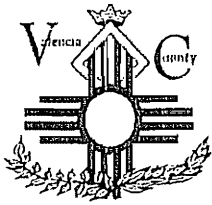
P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Medical Group	I16401130	10439	132.00	84.88	47.12
Radiology Associates	14881034	10440	30.00	4.07	25.93
Living Cross Ambulance	55325	10441	1,135.56	735.56	400.00
Living Cross Ambulance	58449	10441	975.65	575.65	400.00
Presbyterian Medical Group	BL10057032550	10442	107.00	45.93	61.07
Living Cross Ambulance	52236	10443	961.92	961.92	0.00
Presbyterian Medical Group	BL1005563450	10444	107.00	81.07	25.93
UNM Health Sciences Center	203535471	10445	4,889.63	4,889.63	0.00
Living Cross Ambulance	55084	10446	103.38	103.38	0.00
UNM Health Sciences Center	204127567	10447	6,610.65	3,610.65	3,000.00
Living Cross Ambulance	55730	10448	1,149.29	749.29	400.00
Presbyterian Hospital	001326412-1192	10448	4,441.00	1,941.00	2,500.00
Presbyterian Hospital	001326412-1189	10448	859.00	359.00	500.00
Living Cross Ambulance	57619	10449	1,149.29	749.29	400.00

	Subtotal	22,651.37	14,891.32	7,760.05
	Total	334,764.53	299,924.13	34,840.40

Valencia County Commissioners
Georgia Otero-Kirkham, Chair
Mary J. Andersen, Co-Chair
Ron Gentry
Donald E. Holliday
Lawrence R. Romero





Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

Phone : (505) 866-2020 • Fax: (505) 866-3366

Date: October 19, 2011

To: Valencia County Board of County Commissioners

From: Barbara A. Baker • *BAB*

Subj: Corina Crespin - Indigent Appeal

Ms. Corina Crespin has requested an Indigent Appeal for the Indigent Denial of August 17, 2011. Ms. Crespin was denied as she did not respond to the letter Valencia Indigent sent to her requesting that she call to schedule an appointment. Ms. Crespin would have qualified for Indigent Assistance except for the fact that she did not respond to the letter. Ms. Crespin did receive the denial and stated she had been staying at her mother's home and was using that mailing address.

I would like to recommend approval of the UNM Health Sciences Center bill in the amount of \$83,862.20. If approved the amount being paid to UNM Health Sciences Center would be \$3,000.00.

Approved by the Board of County Commissioners at the regular meeting of October 19, 2011.

Georgia Oterb-Kirkham
Georgia Oterb-Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Co-Chair

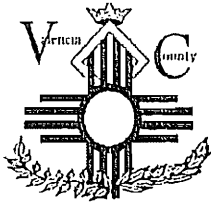
Ron Gentry
Ron Gentry

Donald E. Holliday
Donald E. Holliday

Lawrence R. Romero
Lawrence R. Romero

ATTESTED BY: *Sally Perea*
Sally Perea, Valencia County Clerk

(EXHIBIT B)



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

Phone : (505) 866-2020 · Fax: (505) 866-3366

Date: October 19, 2011

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *UAB*

Subj: Carolina Gonzales - Indigent Appeal

Ms. Carolina Gonzales has requested an Indigent Appeal for the Indigent Denial of August 17, 2011. Ms. Gonzales was denied as she does have Medicare. Ms. Gonzales has a balance on her Presbyterian bill which she cannot pay due to her financial situation. If Ms. Gonzales did not have insurance she would have qualified for Indigent Assistance.

I would like to recommend approval of the Presbyterian Hospital bill in the amount of \$1,154.96. If approved the amount being paid to Presbyterian Hospital would be \$889.32.

Approved by the Board of County Commissioners at the regular meeting of October 19, 2011.

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Co-Chair

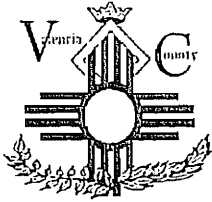
Ron Gentry
Ron Gentry

Donald E. Holliday
Donald E. Holliday

Lawrence R. Romero
Lawrence R. Romero

ATTESTED BY: *Sally Perera*
Sally Perera, Valencia County Clerk

(EXHIBIT C)



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

Phone : (505) 866-2020 · Fax: (505) 866-3366

Date: October 19, 2011

To: Valencia County Commissioners

From: Barbara A. Baker *BA*

Subj: Indigent Appeal - Anthony Gutierrez - Inmate

Eric Zamora has requested an appeal for the Indigent Denial of inmate Anthony Gutierrez on September 21, 2011. Mr. Gutierrez was denied as the Radiology Associates bill in the amount of \$26.00 was received after the 90 day limit.

I would like to recommend approval of the Radiology Associates bill in the amount of \$26.00. If approved by the Valencia County Board of Commissioners the amount being paid would be \$17.25.

Approved by the Board of County Commissioners at the regular meeting of October 19, 2011.

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Co-Chair

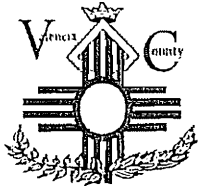
Ron Gentry
Ron Gentry

Donald E. Holliday
Donald E. Holliday

Lawrence R. Romero
Lawrence R. Romero

(EXHIBIT D)

ATTESTED BY: *Sally Perea*
Sally Perea, Valencia County Clerk



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

Phone : (505) 866-2020 · Fax: (505) 866-3366

Date: October 19, 2011

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BAB*


Subj: Virginia Howard - Indigent Appeal

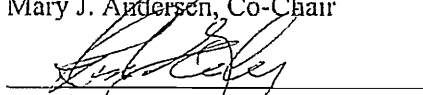
Ms. Virginia Howard has requested an Indigent Appeal for the Indigent Denial of August 17, 2011. Ms. Howard was denied as she missed an appointment and did not respond to the letter to reschedule. Ms. Howard asked for an appeal. She did come in with all the information needed. She missed her appointment as she did not have transportation and her phone was not working.

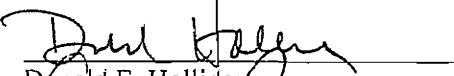
I would like to recommend approval of the Living Cross Ambulance bill in the amount of \$788.43 and the Presbyterian Hospital bill in the amount of \$2,005.00. If approved the amount being paid to Living Cross Ambulance would be \$400.00 and the amount being paid to Presbyterian Hospital would be \$1,543.85.

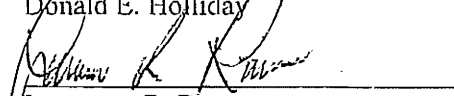
Approved by the Board of County Commissioners at the regular meeting of October 19, 2011.


Georgia Otero-Kirkham, Chair


Mary J. Andersen, Co-Chair


Ron Gentry


Donald E. Holliday


Lawrence R. Romero

ATTESTED BY: 
Sally Perea, Valencia County Clerk

(EXHIBIT E)

REPORT OF THE ROAD REVIEW COMMISSION In Consideration of Vacating or Closing
County Road Palomar Road Near James Street
VALENCIA COUNTY, NEW MEXICO

Information of Board of Commissioners viewing the road:

HARLEY JON CLEMONS
Name
12 WILLOW TRACE
LOS LUNAS, NM 87031
Mailing Address
505-865-4701
Phone Number

DONALD BICE
Name
5 POPLAR PLACE
LOS LUNAS, NM 87031
Mailing Address
505-865-7342
Phone Number

Own Real Property in Valencia County?
☒ Y ☐ N

Own Real Property in Valencia County?
☒ Y ☐ N

Christina Card
Name
11 Vista Del Rio
Peralton NM 87042
Mailing Address
505-610-8885
Phone Number

Own Real Property in Valencia County?
☒ Y ☐ N

Others present when road viewed: Christina Card
Lina Benavidez, Engineer Aide
Jacobo Martinez, County Planner

Date Road Viewed: Wednesday September 14, 2011

Description of Road Location: _____

If road were closed, would every adjoining or abutting landowner have reasonable access to road system? ☒ Y ☐ N

Finding

Check one of the following:

- ☒ After reviewing the road under consideration for closure or vacation, the road review commission finds that it is no longer needed as a public road.
- ☐ After reviewing the road under consideration for closure or vacation, the road review commission finds that the repairs of the same are burdensome and in excess of the benefits therefrom.
- ☐ After reviewing the road under consideration for closure or vacation, the road review commission finds that it is still needed as a public road and that the benefits from the road outweigh the repairs of the same.

Reasons for finding: REVIEWED PLAT, LOOKED AT SIGNATURES
ON FOR AND AGAINST CLOSURE
IT WILL BE IN THE BEST INTEREST OF THE
COUNTY AND THE LOT OWNER THAT HAD THE
EASEMENT GRADED TO WIDEN CURRENT ROAD
IF CLOSING PORTION OF ROAD REQUESTERS
GRANTED

Was finding unanimous? ☒ Y ☐ N

If any dissenting opinions, give reasons here:

Signatures of Road Review Commission Members:

Signature: H. Clemens
Print Name: HARLEY JON CLEMENS
Date: 9-15-2011

Signature: Donald B. Bee
Print Name: DONALD BEE
Date: 9-15-2011

Signature: Christina Card
Print Name: Christina Card
Date: 9-22-2011

PETITION

We the undersigned own property on the Street called Palomar Place in Sausalito Estates, a subdivision in Valencia County, hereby petition the Valencia County Commission to re-open Palomar Place. Kenneth and Melissa Cordova established the easement between Palomar Place and James Street over 15 years ago when they placed a pipe fence next to the stop sign. Valencia County Road Department has been maintaining the road on a weekly basis for all these years. We use this road to access to our property. The mail is delivered to us. UPS, Fed Ex and Belen School District all uses this road. This road has improperly been closed. Since the county has been maintaing the road all of these 15 years we respectfully ask the County Commission to order that this road be reopened.

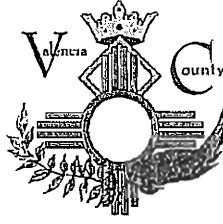
	NAME	ADDRESS	PHONE NUMBER
OK 1	Agustín Quiro	22 Palomar Pl	259 9894
OK 2	JOHN M ARTALEA	22 PALOMAR PL	410-7585
OK 3	Edo Oster	16 Palomar	864 0836
OK 4	Samuel Renteria	16 Palomar	450-6419
5	Isabella Sunkist	17 Palomar Dr	861 2165
6	Arrian Sunkist	17 Palomar Dr	861 2165
7	Amelia Sunkist	17 Palomar Pl.	452-3339
OK 8	ROY L MAY	27 PALOMAR PL	505 304-4542
9			
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32			
33			
34			
35			

Signed
YES

RECEIVED
5-20-11
J. Beran

CLOSE THE EASEMENT ON PALOMAR PLACE	
Print Name	Signature
Kenneth Cordova	Kenneth Cordova 022 Palomar Place Beverly Hills
Malliea Cordova	Malliea Cordova 022 Palomar Place Beverly Hills
JOACHIM GRAUT	Joachim Graut 152 Jandt St.
Catherine Bauer	Catherine Bauer
Mary Rodriguez	Mary Rodriguez
Conita Watts	Conita Watts
Loetta Swihart	Loetta Swihart
Victor Swihart	Victor Swihart
Russell D. Sanchez	Russell D. Sanchez
Carol Robinson	Carol Robinson
Ingeburg Grant	Ingeburg Grant
Allen Robinson	Allen D. Robinson
Gustavo Rubio	Gustavo Rubio
Marin Vasquez	Marin Vasquez
ET Buzi	

Date: 6-12-11



RESOLUTION NO. 2011-45

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION
FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE
NEW MEXICO FINANCE AUTHORITY**

WHEREAS, Valencia County is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and Valencia County is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of a Class "A" Fire Engine for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

(EXHIBIT G)

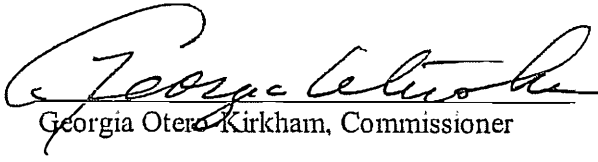
Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority, and are further authorized to take such other action as may be requested by the Authority in connection with the Application and to proceed with arrangements for financing the Project.

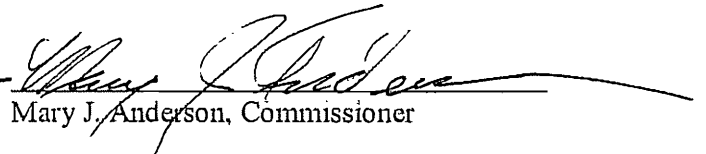
Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

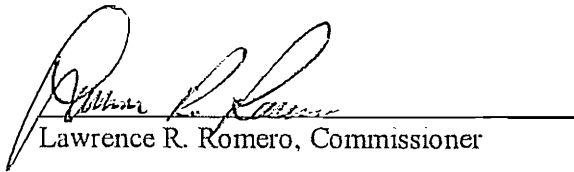
Section 5. This resolution shall take effect immediately upon its adoption.

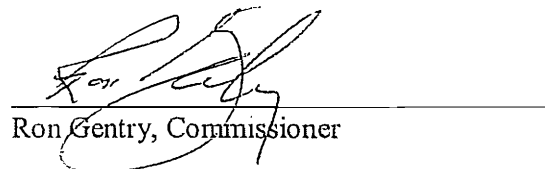
PASSES APPROVED AND ADOPTED this _____ day of _____, 20____.

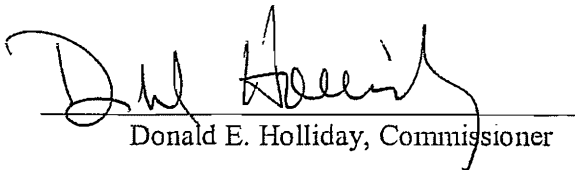
BOARD OF COUNTY COMMISSIONERS

 Georgia Otero Kirkham, Commissioner

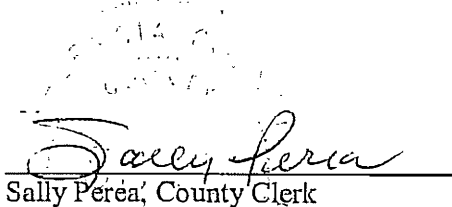
 Mary J. Anderson, Commissioner

 Lawrence R. Romero, Commissioner

 Ron Gentry, Commissioner

 Donald E. Holliday, Commissioner

ATTEST:

 Sally Perea, County Clerk

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 JASON MARKS
DISTRICT 2 PATRICK H. LYONS, CHAIRMAN
DISTRICT 3 JEROME D. BLOCK, VICE CHAIRMAN
DISTRICT 4 THERESA BECENTI-AGUILAR
DISTRICT 5 BEN L. HALL



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
Room 413
800-244-6702 (In-state only)
(505) 476-0066
Fax : (505) 476-0100

CHIEF OF STAFF

Johnny Montoya

July 12, 2011

Mr. Charles Eaton
Valencia County, Fire Chief
P.O. Box 1119
Los Lunas, New Mexico 87031

Mr. Eaton:

The specifications you submitted on July 1, 2011 for the purchase of a 2009 engine has been reviewed and are approved. The Los Chavez Fire Department is authorized to use fire protection Fund monies for the purchase of this apparatus. Please be advised the standards for the apparatus shall comply with NFPA 1901 Standards for Automotive Fire Apparatus 2009 Edition. The Fire Station shall have the adequate space needed to properly house this apparatus. We also recommend that this engine is ordered fully equipped to meet NFPA 1901 standards. All equipment shall be mounted to meet NFPA 1901 Standards for Automotive Fire Apparatus 2009 Edition.

"This letter shall serve as approval to expend fire protection fund monies to finance the cost of the 2011 Tanker. The Los Chavez Fire Department is currently and ISO rating of 3 with a minimum yearly Fire Protection Fund Allocation of \$52,418.00

If there are any major changes in the specifications that are made prior to bidding procedures, this office must approve the changes or this authorization of expenditure shall be rendered null and void.

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority (NMFA) at 505-984-1454 to finance the vehicle. A loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any question with this report please do not hesitate to contact me at 505-476-0187

Sincerely,

A handwritten signature in cursive script, reading "Randy J. Varela".

Randy J. Varela
Fire Department Inspector

XC Board of County Commissioners Valencia County
Becky Culp, Fire Chief Los Chavez
Vernon Muller, Deputy State Fire Marshal
1 888 4 ASK PRC
www.nmprc.state.nm.us



Working for You!



NEW MEXICO
FINANCE AUTHORITY

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

PUBLIC PROJECT REVOLVING FUND
EQUIPMENT APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

				Application Date:		10/19/2011		
Applicant/Entity:		Valencia County / Los Chavez Fire Department						
Address:		P.O. Box 1119 Los Lunas, NM 87031						
County		Valencia County			Census Tract:			
Federal Employer Identification Number (EIN) as issued by the IRS:					85-6000261			
Legislative District:		Senate:		29		House:		8
Phone:	505-866-2031	Fax:	505-866-2424	Email Address:		Wilma.abril@co.valencia.nm.us		
Individual Completing Application:		Brian Culp						
Address:		P.O. Box 1119 Los Lunas, NM 87031						
Phone:	505-866-2040	Fax:	505-866-8749	Email Address:		Brian.culp@co.valencia.nm.us		

II. PROJECT SUMMARY

- A. **Project Description.** Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

Purchase of a Class "A" Fire Pumper for the Los Chavez Fire Department.

2. When do you need NMFA funds available? ASAP

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Class "A" Pumper	\$275,000.00	\$	\$	\$275,000.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
Total Cost:	\$275,000.00	\$ 0.00	\$ 0.00	\$275,000.00

III. FINANCING

- A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).
- ☐ Municipal Local Option GRT – please specify: _____
- ☐ County Option GRT – please specify: _____
- ☐ Other Tax-Based Revenue: _____
- ☐ State-Shared GRT
- ☐ Law Enforcement Funds
- ☒ Fire Protection Funds
- ☐ Other Revenue: _____

B. Preferred financing term: 10 years.

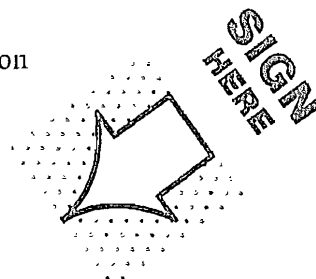
C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☐ No ☒

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

- A. The following items must accompany this application in order for this application to be considered complete:
- ☐ Equipment cost breakdown (if applicable)
- ☐ Three most recently completed fiscal year audit reports
- ☐ Current unaudited financials
- ☐ Current fiscal year budget

- ☒ Equipment Application
- ☒ Application Resolution
- ☒ Minutes of public hearing meeting approving submission of application
- ☐ Any additional information requested by NMFA



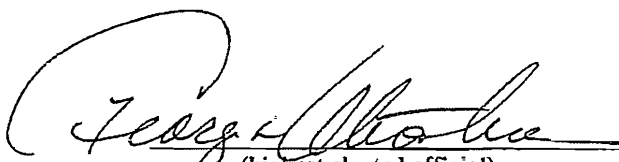
V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:  Title: Chairwomen
(highest elected official)

Jurisdiction: Valencia County

Print Name: Georgia Otero-Kirkham Date: _____

Signature: _____ Date: _____

Finance Officer/Director: Wilma Abril

Contract ID# _____

STATE OF NEW MEXICO

NAME OF AGENCY
PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the , **VALENCIA COUNTY**, hereinafter referred to as the " County," and **YOUTH DEVELOPMENT INC**, hereinafter referred to as the "Contractor,"

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

- A. The Contractor shall perform the following work:
See Attachment #1
- B. Services will be performed (WITHIN)
Valencia County
- C. Performance Measures.
See Attachment #1

2. **Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed at the rate of **Thirteen Thousand Three Hundred dollars (\$13,300)**. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$13,300). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. 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**.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on July 31, 2012 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. 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 the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor 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 STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. 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 Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency 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.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of 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.

7. 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.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the County, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, 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.

14. Merger.

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

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. 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 assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, 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.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its 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.

18. 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 Agency.

19. Records and Financial Audit.

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 Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

22. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor

must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

Contract ID# _____

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

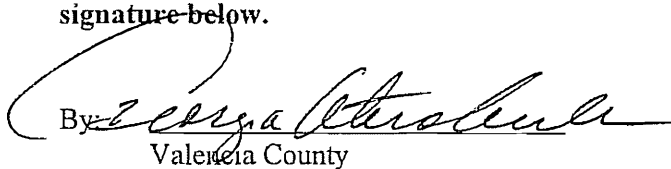
To the County: Valencia County
Kenneth Griego
PO Box 1119
Los Lunas, NM 87031-

To the Contractor: Youth Development, Inc
Larry Fortess, YDI/COO
Lfortess@ydinm.org.


26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

By: 
Valencia County

Date: 10/19/11

By: 
Valencia County's Legal Counsel
Certifying legal sufficiency

Date: October 19, 2011

By: _____
Contractor
Youth Development, Inc.
Larry Fortess, YDI/COO

Date: _____

Attachment 1

Scope of Work

YDI-Valencia Teen Court will serve approximately 20 youth a month in FY12. The court will receive referrals from the JPPO, courts, and schools in the area. Participants will be screened to ensure that teen court is appropriate for them, and, upon agreeing to the terms of participation, will receive a teen court date.

Teen court will meet 2 times per month. Each participant will appear before a teen court jury and receive a recommended sentence that will be confirmed or adjusted by a presiding judge. Sentencing requirements may include participation in evidence based programs and classes such as community services hours, jury duty, apology letter, DWI Prevention class, and/or counseling.

Participants will be tracked as they complete the terms of their sentence, and referring agencies will receive notification of successful completion or failure to complete sentencing components for each referral accepted into teen court.

YDI-Valencia Teen Court will be responsible for all training and coordination of teen court volunteers and participants, as well as the scheduling and coordination of all teen court activities.

Performance Measures

Measurable Objectives:

Objective 1:

- Decrease the number of recidivism rate by 5%

Performance Measure:

- Number of offenders between the ages of 13 to 17

Performance Goal:

- Have a 5% recidivism rate reduction in the age range of 13 to 17 by year 2.

Objective 2:

- Reduce the Juvenile Adjudication cost to the community

Performance Measure:

- Number of referrals and completions by 1st offender

Performance Goal:

- Serve 20% of the 1st offenders to avoid being referred back to the JPPO for non-compliance.

Exhibit C - Budget Summary

JUVENILE ADJUDICATION FUND PROGRAM
REVENUE/EXPENDITURE SUMMARY

Exhibit C

Applicant/Grantee

Valencia County

Total Funding 16,650.00

Total Grant Funding 14,000.00

REVENUES BY SOURCE		EXPENDITURE BY CATEGORY	GRANT EXPENDITURES	IN-KIND/MATCH FUNDS	TOTAL BUDGET
		ADMINISTRATIVE*			
JAF Program Grant	\$ 14,000.00	Personnel Costs (Salary and Benefits)	\$700	\$ 840.00	\$ 1,540.00
		Travel (In-State)			\$ -
Local Match (Cash or In-Kind)		Contractual Services			\$ -
County		Operating Expenses			\$ -
City	\$ 840.00	Subtotal	\$700	\$ 840.00	\$ 1,540.00
Fees		PROGRAM			
Other (list):		Personnel Costs (Salary and Benefits)	\$10,655		\$ 10,655.00
The school of Dreams Academy	\$ 1,310.00	Travel (In-State)	\$525		\$ 525.00
Professional services	\$ 500.00	Supplies	\$900		\$ 900.00
		Training (Employee & Volunteer)	\$720		\$ 720.00
		Contractual Services	\$500	\$500	\$ 1,000.00
		Operating Costs**		\$1,310	\$ 1,310.00
		Travel (Out-of-State)**			\$ -
		Minor Equipment**			\$ -
		Capital Outlay**			\$ -
		Subtotal	\$ 13,300.00	\$ 1,810.00	\$ 15,110.00
		TOTALS:	\$ 14,000.00	\$ 2,650.00	
TOTAL REVENUES	\$ 16,650.00			TOTAL EXPENDITURES	\$ 16,650.00

* Administrative is limited to 5% =

700.00

**Operating Costs, Travel (Out-of-State), Minor Equipment and Capital Outlay are not eligible for grant funding, but can be counted towards match requirements

**PROFESSIONAL SERVICES AGREEMENT
VCJJB RECEPTION ASSESSMENT SERVICES**

THIS AGREEMENT is entered into by and between the County of Valencia and New Day whose address is 1330 San Pedro NE, Suite 201-B Albuquerque, NM 87110 henceforth known as the "Contractor".

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 October 1, 2011 and shall terminate on June 30, 2012, 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 twenty two thousand dollars (\$22,000.00). 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 \$22,000.00. 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 H)

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 \$22,000.00. 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.

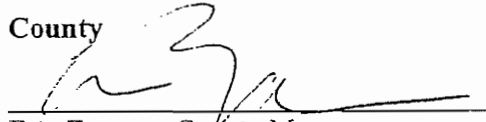
XX. Lobbying Certification

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.

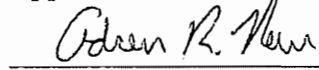
County


Eric Zamora, County Manager

per UCC approval

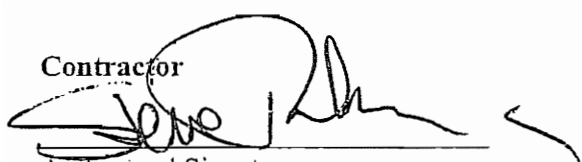
Date: 10-19-11

Approved as to form:


County Attorney

Date: October-19, 2011

Contractor


Authorized Signature

Steve Johnson
Executive Director

Printed Title of Authorized Signatory

Date: 10-13-11

Attachment 1- Scope of Work
Valencia County

The Contractor shall provide Reception and Assessment Services as a means of detention diversion to Valencia County.

RAC is a detention diversion program. It is designed to provide law enforcement an alternative to incarceration for youth who have been detained for low level misdemeanor or felony offenses. The goal is to intervene swiftly and connect youth and their family to community resources to prevent further involvement with the juvenile justice system.

RAC offices located in Valencia County will be open 20 hours per week, times to be negotiated with the Juvenile Justice Board and Coordinator. RAC will include the following:

1. Law enforcement officers who have detained youth for low level offenses will bring them to the Reception Assessment Center.
2. RAC staff accept the youth, return the officer to the field.
3. RAC staff work with the youth to complete a functional assessment which covers his or her current status in school, home, family and community. This includes peer influences, feelings, self-harm potential, substances use, etc.
4. This assessment is shared with the family when they pick up the youth. A Caregiver Assessment may also be completed. Based on the findings, families are offered follow-up services to help them meet any identified needs.
5. RAC staff contact families over the next 30 days to check if they were able to access services and see if they need any further assistance.

1. RAC Shelter Services

- a. RAC services are available at the New Day Shelter 24 hours per day, 365 days per year.
- b. New Day has 16 shelter beds available 24 hours per day, 365 days a year to youth served by the RAC program. If the shelter is at capacity when RAC services are needed, referrals to alternate placements will be made.

Attachment 2 – Budget

Valencia County

Second Revised Attachment 2 – Budget

Valencia County

<u>Description</u>	<u>Amount</u>
Professional Services:	
Contracting Agency for Assessment Study:	
➤ Design, development and implement Valencia County assessment tool	\$0.00
➤ Continuum Coordinator supervising community assessment and program development.	\$25,000.00
Increase amended amount for FY 2012 (July 1, 2011-Sept. 30, 2011)	\$7,500.00
Increase amended amount for FY 2012 (Oct. 1, 2011-June 30, 2012)	\$50,000.00
 *Travel:	
Mileage and per Diem	\$ 3,000.00
 Miscellaneous expenses:	
Printing, data collection instruments, postage, faxing & Supplies	\$ 2,000.00
 Training	\$ 0.00
TOTAL Budget	\$87,500.00

The total amount of this contract shall not exceed \$87,500.00, 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.

Federal Funding Source:

Grant Name: JABG Federal Grant
Grant Number: 2009-JB-FX-0020
CFDA Number: 16.523
Award Year: 2009
DUNS #: 788-20-3081

**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 October 1, 2011 and shall terminate on June 30, 2012, 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 twenty two thousand five hundred dollars (\$22,500.00). 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 \$22,500.00. 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**."

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 \$22,500.00. 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. Indemnification

[See, New Mexico Attorney General Opinion, No. 00-04, issued November 1, 2000, prohibiting public entities from agreeing to indemnify a contractor.] The Contractor shall defend, indemnify and hold harmless the County and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

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

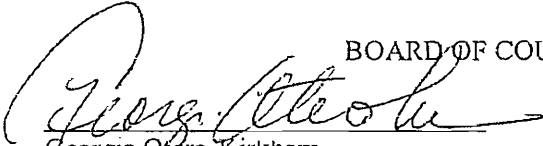

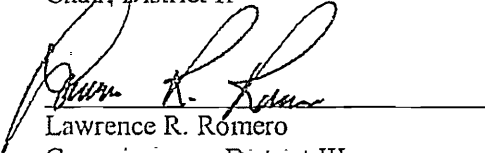
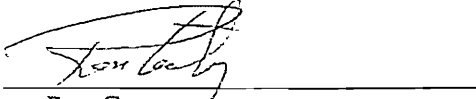
The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

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.

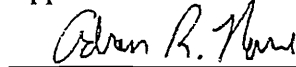
County

APPROVED, ADOPTED, AND PASSED on this 2nd day of November, 2011.

BOARD OF COUNTY COMMISSIONERS	
 Georgia Otero-Kirkham, Chair, District II	 Mary J. Andersen Vice-Chair, District I
 Lawrence R. Romero Commissioner, District III	 Ron Gentry Commissioner, District IV

Donald E. Holliday
Commissioner, District V

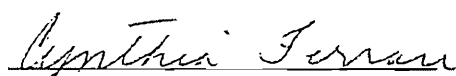
Approved as to form:



County Attorney

Date: November 2, 2011

Contractor



Authorized Signature

Date: November 3, 2011

Juvenile Justice Coordinator
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

Second Revised Attachment 2 – Budget
Valencia County

<u>Description</u>	<u>Amount</u>
Professional Services:	
Contracting Agency for Assessment Study:	
➤ Design, development and implement Valencia County assessment tool	\$0.00
➤ Continuum Coordinator supervising community assessment and program development.	\$25,000.00
Increase amended amount for FY 2012 (July 1, 2011-Sept. 30, 2011)	\$7,500.00
Increase amended amount for FY 2012 (Oct. 1, 2011-June 30, 2012)	\$50,000.00
*Travel:	
Mileage and per Diem	\$ 3,000.00
Miscellaneous expenses:	
Printing, data collection instruments, postage, faxing & Supplies	\$ 2,000.00
<u>Training</u>	<u>\$ 0.00</u>
TOTAL Budget	\$87,500.00

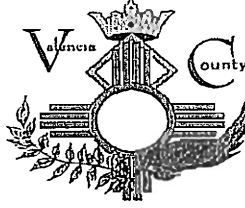
The total amount of this contract shall not exceed \$87,500.00, including gross receipt taxes.

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.

Federal Funding Source:

Grant Name: JABG Federal Grant
Grant Number: 2009-JB-FX-0020
CFDA Number: 16.523
Award Year: 2009
DUNS #: 788-20-3081



BOARD OF COUNTY COMMISSIONERS

RESOLUTION NUMBER 2011- 46

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, VALENCIA COUNTY, NEW MEXICO, ADOPTING THE LOCALLY-PREFERRED ALTERNATIVE FOR THE LOS LUNAS CORRIDOR STUDY.

WHEREAS, representatives from Valencia County participated in the Los Lunas Corridor Study (LLCS) led by the Village of Los Lunas and Mid-Region Council of Governments; and

WHEREAS, the objective of the Los Lunas Corridor Study was to address congestion on Main Street (NM 6) through the Village and to evaluate east-west mobility problems and other long-term transportation needs that affect the Village and the County; and,

WHEREAS, the study was conducted in collaboration with other governmental entities within Valencia County including City of Belen, Town of Peralta, and the Town of Tomé Land Grant; and,

WHEREAS, the study identified and evaluated several alternatives to address the congestion and accessibility problems facing Main Street; and

WHEREAS, the study was conducted with an extensive public involvement program that included four public meetings at project milestones, a steering committee comprised of stakeholder governments, a citizen advisory committee, frequent briefings to elected officials, and numerous meetings with individual property owners, neighborhoods, business groups, and others; and

WHEREAS, the corridor study and recommended actions are consistent with the Federal Highway Administration's Planning and Environmental Linkages guidance and the New Mexico Department of Transportation's Location Study Procedures; and,

WHEREAS, consultation with the US Army Corps of Engineers is underway to fulfill the early coordination requirements of their Section 404(b)(1) guidelines and to determine the Least Environmentally Damaging Practicable Alternative for purposes of future Section 404 permit requirements; and,

WHEREAS, the Project Technical Team and the Steering Committee recommended the "Morris B" Alternative as the preferred alternative due to its traffic benefits, lower costs, and lower impacts to the community, cultural resources, and environment; and

WHEREAS, public comments generally favor the Morris B Alternative; and

(EXHIBIT I)

WHEREAS, the Village of Los Lunas adopted Resolution ##-11 that designated Morris B as the locally preferred alternative; and

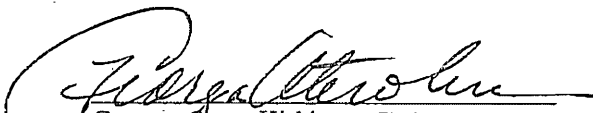
WHEREAS, the implementation of the Morris B Alternative will provide mobility, accessibility, and safety benefits to Valencia County and is an important part of the future transportation system serving the County and municipalities; and,


WHEREAS, the Village of Los Lunas intends to begin steps to preserve the recommended alignment and protect the corridor from further development.

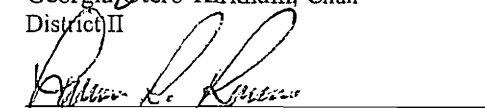
NOW, THEREFORE BE IT RESOLVED, by the Valencia County Commission, that:

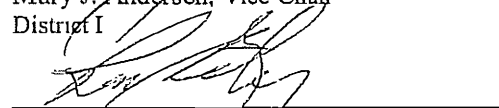
1. The Commission supports the Village of Los Lunas and concurs with their findings and decision to select the "Morris B" Alternative as the locally preferred alternative; and
2. Valencia County will cooperate with the Village of Los Lunas and New Mexico Department of Transportation in developing and adopting an access management plan for the proposed roadway. The access management plan will designate the types and locations of access points along the proposed roadway.
3. The County will support the Village in their efforts to pursue additional funding resources to acquire property for corridor preservation, and to prepare the environmental documents, final design, and construct the proposed roadway.
4. The County will take reasonable steps through their land use and zoning rules to help preserve the portions of the preferred alternative that are within the unincorporated County jurisdiction.

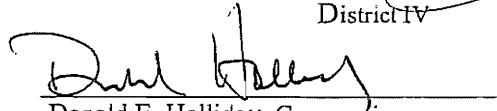
PASSED, APPROVED AND ADOPTED this 19th day of October, 2011.

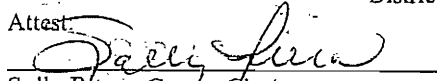

Georgia Otero-Kirkham, Chair
District II


Mary J. Andersen, Vice-Chair
District I


Lawrence R. Romero, Commissioner
District III


Ron Gentry, Commissioner
District IV

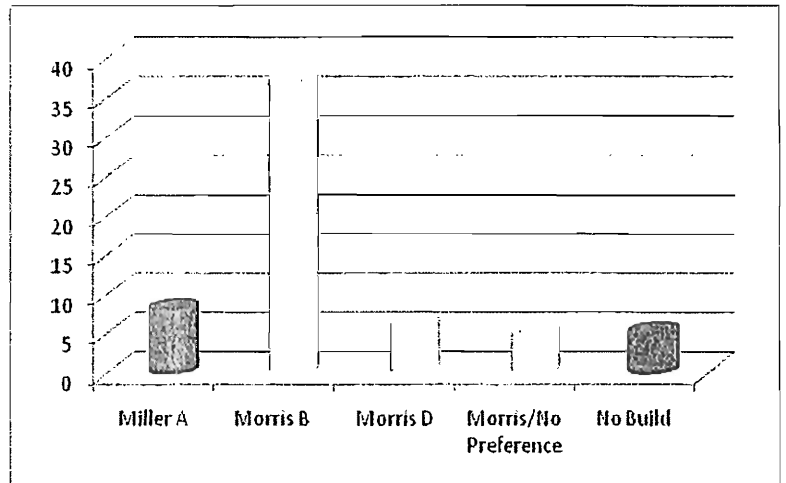

Donald E. Holliday, Commissioner
District V

Attest:

Sally Perea, County Clerk

Los Lunas Corridor Study

August 17, 2011 -- Public Meeting Summary/Overview

- ☐ Number of Participants – 145 signed in plus an additional 10 to 15 who did not sign in
- ☐ 97 written public comments received in total
 - 51 comments recorded on flip charts at the meeting
 - 25 comment forms returned at the meeting
 - 21 comments received by mail or email after the meeting
- ☐ 61 of the 97 comments stated explicit preference for a particular action
 - Miller A – 8
 - Morris B – 37
 - Morris D – 6
 - Morris (no preference) – 5
 - No Build – 5
- ☐ 37 comments of a general nature, some that appeared to support the project, others that opposed the project, and others that were about issues.



General comments received (those that did not specify a preference) are summarized below. In some instances, the comments were made by more than one person.

1. Building this will not reduce traffic on Main Street. The traffic on Main Street is due to the businesses and schools along this route.
2. Public should be allowed to vote on the project.
3. Growth will not come back; no need to spend money on this project.
4. Desperately need new east-west corridor and additional access to I-25 to relieve Main Street.
5. Morris is too close to NM 6; better to locate a bridge mid-way between Los Lunas and Belen.
6. Huning Ranch needs better access.
7. Avoid Miller alignment; it takes too much farmland.
8. The project should include trail access to the river for recreational activities.

9. Consider impacts on wildlife and crane migration.
10. What is the time frame for construction?
11. What is the source of construction funds?
12. Will local taxes be used to fund construction?
13. Concern with impact on the 2-lane section of NM 47.
14. How will traffic access the East Mesa?

Project Completion Activities

1. Finalize consultation with US Army Corps of Engineers
2. Complete Final Report
 - a. Alternatives Analysis
 - b. Project Priority Phasing Plan
 - c. Access Management Plan (action item)
 - d. Right-of-Way Mapping and Priority Plan
3. Begin Right-of-Way Acquisition for Preservation

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BELEN AND VALENCIA COUNTY**

**EXTENDING THE AVAILABILITY OF THE CITY OF BELEN'S TRANSFER STATION
TO COUNTY RESIDENTS**

THIS AGREEMENT is entered into by and between the City of Belen ("City") and the County of Valencia ("County").

I. RECITALS

WHEREAS, the City of Belen and the County of Valencia are bodies politic, existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, Belen owns a Transfer Station in Belen at 135 Calle de Baca, Belen, New Mexico, and has agreed to open its doors to County residents; and,

WHEREAS, the County desires to make County residents aware of the availability of the Belen Waste Transfer station for use by County residents,

NOW THEREFORE the parties hereby agree as follows:

II. SCOPE OF DUTIES

THE CITY OF BELEN SHALL

- A. Make available to all County residents the Belen Waste Transfer Station at a cost of the current adopted rate, payable to the City of Belen at 100 South Main Street, Belen.
- B. Provide a paid voucher to the County residents for presentation to the caretaker at the Transfer Station.

THE COUNTY OF VALENCIA SHALL

- A. Make known to County residents the availability of the Belen Waste Transfer station to County residents.

III. TERM

This MOA becomes effective upon signature by all parties hereto and shall remain in effect until the earliest of the following events:

- A. For one year from the date of execution or otherwise; or
- B. The establishment of a county-wide program for waste disposal; or
- C. Until otherwise terminated pursuant to Section XI of this document.

IV. AMENDMENT

This MOA shall not be altered, modified, or amended except by an instrument in writing executed by both parties hereto.

V. SEVERABILITY

If any provision of this MOA, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOA, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this MOA can be performed in substantial accordance with the original intent of the parties hereto.

VI. INTEGRATION OF MOA

This MOA incorporates all of the agreements and understandings between the parties hereto concerning the subject matter hereof, and all such agreements and understandings have been merged into this written MOA. No prior agreements or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless embodied in this MOA.

VII. TERMINATION OF MOA

This MOA may be terminated by any party upon fourteen (14) days written notice delivered to the other.

VIII. CONTACT AND NOTICES

The parties may, from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this MOA shall be deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Belen contact person name and mailing address:

Mary Lucy Baca
Interim City Manager
100 South Main Street
Belen, NM 87002
Telephone No: (505) 966-2732
Facsimile No: (505) 966-2732

Valencia County contact person name and mailing address:

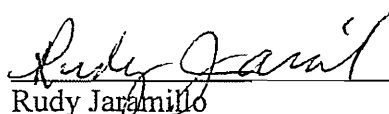
Eric Zamora
Valencia County Manager
P.O. Box 1119
Los Lunas, NM 87031
Telephone No: (505) 866-2003
Facsimile No: (505) 866-2424

X. SUBCONTRACTING

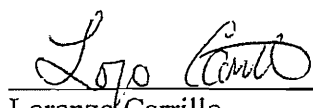
Each party is responsible for fulfillment of this MOA and shall not subcontract any of its responsibilities.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective immediately.

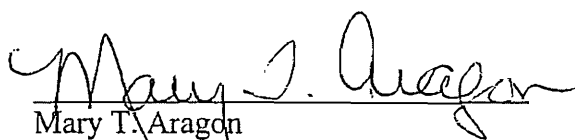
BELEN CITY COUNCIL



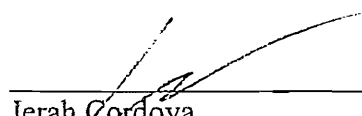
Rudy Jaramillo
Mayor



Lorenzo Carrillo
Mayor Pro-Tem



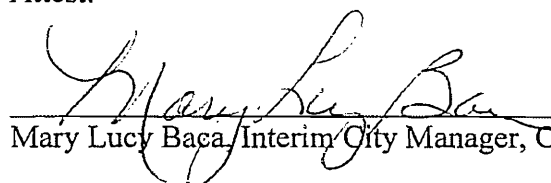
Mary T. Aragon
Councilor



Jerah Cordova
Councilor

Wayne Gallegos
Councilor

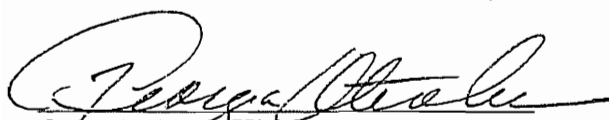
Attest:



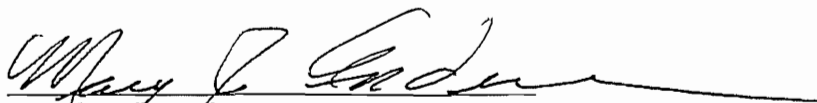
Mary Lucy Baca, Interim City Manager, CMC

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2011.

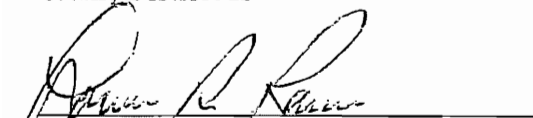
BOARD OF COUNTY COMMISSIONERS



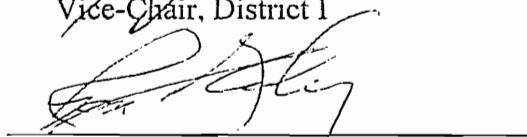
Georgia Otero-Kirkham
Chair, District II



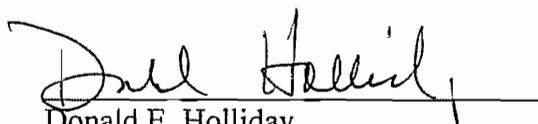
Mary J. Andersen
Vice-Chair, District I



Lawrence R. Romero
Commissioner, District III

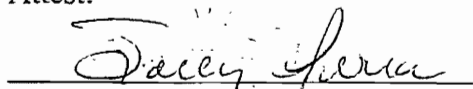


Ron Gentry
Commissioner, District IV

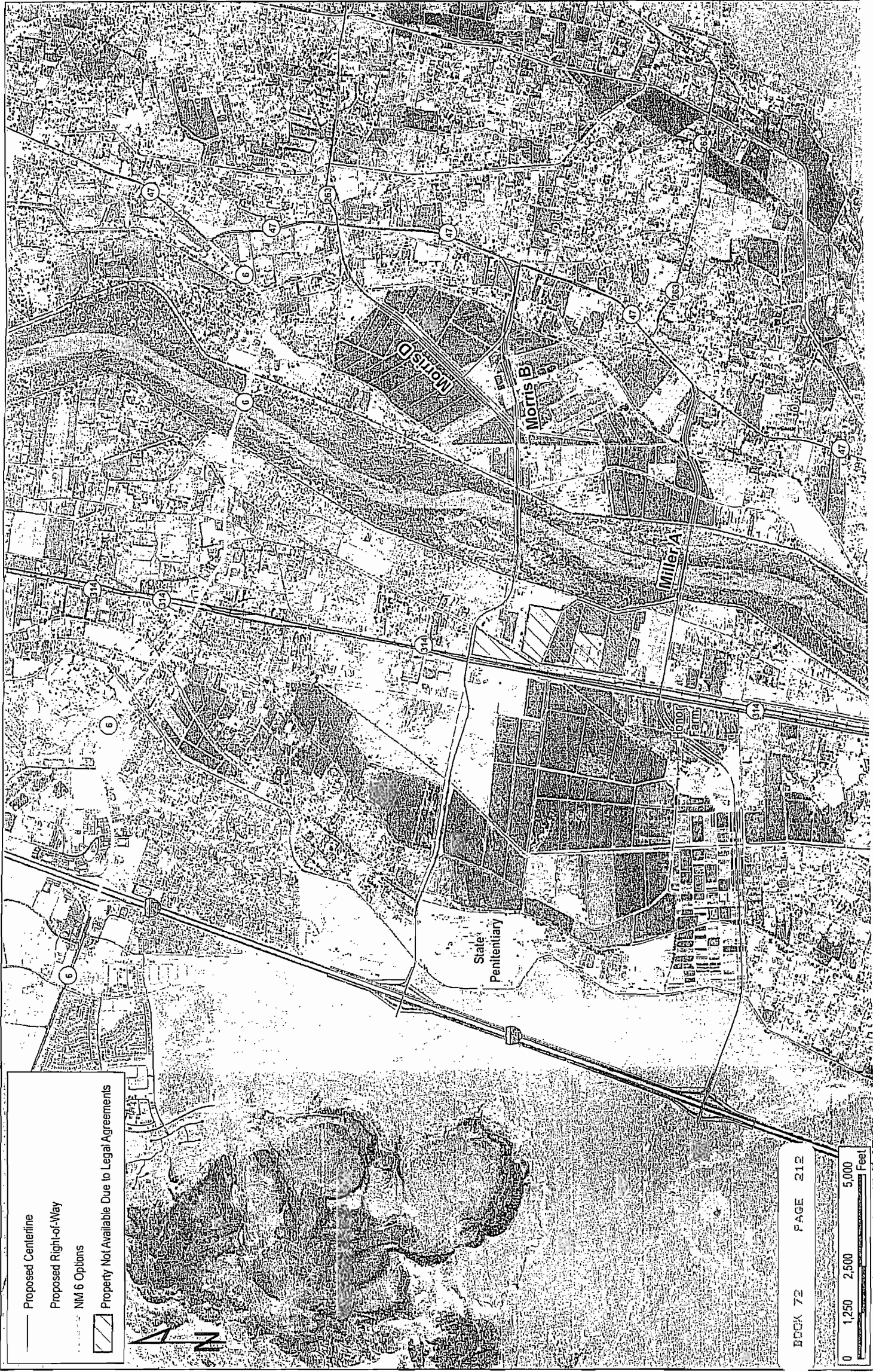


Donald E. Holliday
Commissioner, District V

Attest:



Sally Perea, County Clerk

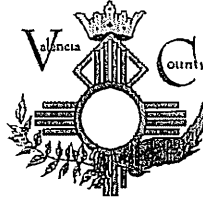


Proposed Centerline

Proposed Right-of-Way

NM 6 Options

Property Not Available Due to Legal Agreements



VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION No 2011- 47
ESTABLISHING A SOLID WASTE PLANNING COMMITTEE

WHEREAS, the Board of County Commissioners of Valencia County met in a regularly scheduled meeting on October 19, 2011 at the Valencia County Administration 444 Luna Ave., Los Lunas, New Mexico; and,

WHEREAS, the Board of County Commissioners has general authority to provide for the appointment and removal of volunteer advisory boards; and,

WHEREAS, NMSA 1978, Sections 4-37-1 *et seq.* provides that counties may adopt those resolutions and ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, NMSA 1978, Sections 4-56-1 through 4-56-3 authorizes the county to establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse; and,

WHEREAS, the Board of County Commissioners deems it advantageous to appoint a Committee pertaining to the planning, development and implementation of a Valencia County comprehensive solid waste program consistent with State Law and the Valencia County Solid Waste Management Ordinance, Valencia County Code Section 50.01 *et seq.*; and

NOW THEREFORE, BE IT RESOLVED, by the Valencia County Board of County Commissioners the following:

Section 1. Establishment

There is hereby established a Solid Waste Planning Committee to exist and serve as a planning and advisory body, at the discretion, pleasure and direction of the Board of County Commissioners.

Section 2. Purpose & Duties

The purpose & duties of the Solid Waste Planning Committee is to:

A. work with and assist County Administration in the development and preparation of a comprehensive solid waste management program, that best serves the interests of the citizens of Valencia County and Valencia County Government, for consideration by the Board of County Commissioners;

(EXHBIT K)

Page 1 of 3

B. make policy recommendations for the implementation of the comprehensive solid waste management program to the Board of County Commissioners;

C. make recommendations to the Board of County Commissioners regarding amendments to the Valencia County Solid Waste Management Ordinance and/or any solid waste management related resolutions and policies;

D. perform other related tasks as directed by the Board of County Commissioners and / or the Valencia County Manager;

E. abide by the terms of the Government Conduct Act NMSA 1978 Section 10-16-1 *et seq.* and conduct meetings in accordance with the highest ethical and moral responsiveness;

F. maintain communications with the Board of County Commissioners and County Manager, furnish approved minutes of Committee meetings, and provide any reports as needed or requested;

Section 3. Membership, Qualifications, Structure & Terms

A. Membership shall consist of six (6) members. Each Valencia County Commissioners shall appoint one (1) member of the Committee and the sixth (6th) member shall be the Valencia County Environmental Health Coordinator.

B. It is desired that each member shall have a demonstrated interest and/or expertise in solid waste management and/or in addressing the County's solid waste collection and illegal dumping problems.

C. All Committee Members shall serve at the pleasure of the Board of County Commissioners and may be removed at any time, with or without cause.

D. Other than for the initial appointment, the term for all members of the Committee shall begin on the first day of January, and shall expire on the last day of December, one year thereafter, or when each member's respective successor has been duly appointed and qualified. Members may be reappointed for unlimited additional successive terms.

Section 4. Rules & Officers

A. The Committee may at its option adopt, amend, and repeal rules (bylaws) for its further organization and operation, not inconsistent with the permitted Board of County Commissioners Policies, Orders or Directives.

B. The Board of County Commissioners may, from time to time by resolution or order, at its discretion, and as it deems appropriate or desirable, adopt, amend, abolish or otherwise change the rules and directives under which the Solid Waste Planning Committee exists and operates.

C. The Solid Waste Planning Committee shall be chaired by the Valencia County Environmental Health Coordinator and shall elect a vice-chairperson at its first meeting in a new year.

Section 5. Meetings

A. All meetings of the Solid Waste Planning Committee shall be advertised, open to the public and at all times be in compliance with the Open Meetings Act, NMSA 1978 Section 10-15-1 *et. seq* and Valencia County Resolution 2011-34 as amended from year to year.

B. Meetings may be called by the Board of County Commissioners, the County Manager or the Solid Waste Planning Committee Chair as deemed appropriate.

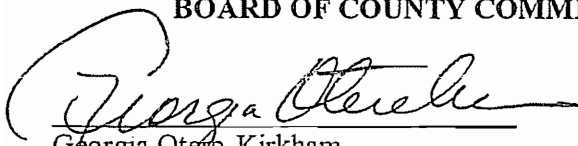
C. The Solid Waste Planning Committee shall meet the first (1st) Thursday of every month or as otherwise scheduled pursuant to Section 5 (B) of this resolution.

Section 6. Support Staff

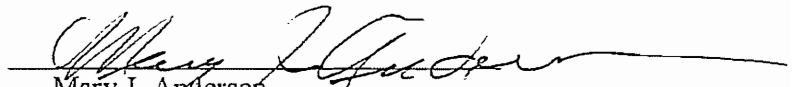
Support staff may be provided as deemed necessary by the County Manager.

APPROVED, ADOPTED, AND PASSED on this 19th day of October 2011.

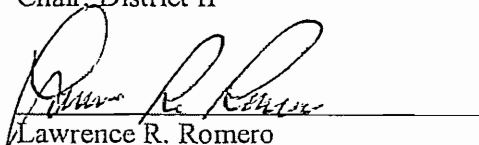
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA



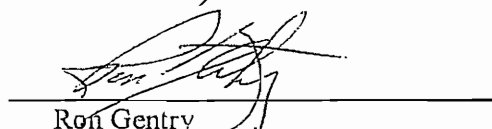
Georgia Otero-Kirkham,
Chair, District II



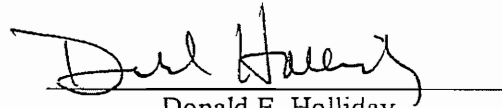
Mary J. Andersen
Vice-Chair, District I



Lawrence R. Romero
Commissioner, District III

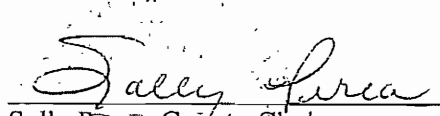


Ron Gentry
Commissioner, District IV



Donald E. Holliday
Commissioner, District V

Attest:



Sally Perea, County Clerk

REVISED 12/08/06

ENTITY NAME: Valencia
FISCAL YEAR: FY 11/12
DFA Resolution Number:

For Local Government Division use only:

(A) ENTITY RESOLUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
2001-418	430	Dept of Justice Assistance Program	\$ -	\$ 14,867.00	\$ 14,867.00	Edward Byrne Memorial Justice Assistance Grant (JAG) Program
	430-22-2058	Equipment	\$ -	\$ 14,867.00	\$ 14,867.00	To prevent and control crime and to improve the criminal justice system.
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
	451	Aging and Long-Term Services Department	\$ -	\$ 300,000.00	\$ 300,000.00	Grant appropriation- Aging and Long-Term Services Department, New Mexico
	451-81-2571	Itlin Cntr Plan, Dsgn, Constr, Equip & Furnish	\$ -	\$ 300,000.00	\$ 300,000.00	"Itlin Senior Center to plan, design, construct equip and furnish" Renovations
			\$ -	\$ -	\$ -	
	450	New Mexico Department of Transportation	\$ -	\$ 869,951.00	\$ 869,951.00	Federal Highway Administration (FHWA) funds and Statewide Transportation
	450-11-2569	Planning, design & construction of Manzano Expressway	\$ -	\$ -	\$ -	Improvement Program (STIP)
			\$ -	\$ -	\$ -	
	451	New Mexico Department of Transportation	\$ -	\$ 304,362.55	\$ 304,362.55	NMDOT - CN 3100350 Funding
	451-81-2570	Mesa, Lopez & Don Felipe RR crossings	\$ -	\$ 304,362.55	\$ 304,362.55	Mesa, Lopez and Don Felipe RR crossings with concrete barrier curb, vertical delineation
			\$ -	\$ -	\$ -	new signage, new striping,
			\$ -	\$ -	\$ -	
	462	Wal-Mart Grant	\$ -	\$ 1,000.00	\$ 1,000.00	Grant for National Night Out - "Crime Prevention"
	462-63-2056	Supplies	\$ -	\$ 1,000.00	\$ 1,000.00	
			\$ -	\$ -	\$ -	
	402	NM County Insurance Authority	\$ -	\$ 1,000.00	\$ 1,000.00	Insurance Recovery - "Fence at Casa Colorado Community Center
	402-99-2024	Ground Maintenance & Improvements	\$ -	\$ 1,000.00	\$ 1,000.00	
			\$ -	\$ -	\$ -	
	408	Supplies	\$ -	\$ 1,086.65	\$ 1,086.65	United HealthCare Services, Inc. - Donation
	408-68-2056	Supplies	\$ -	\$ 1,086.65	\$ 1,086.65	Minutes for Mentor Dinner & Supplies at per Cynthia Ferrari - Juvenile Coordinator
			\$ -	\$ -	\$ -	
	466	Homeland Security & Emergency Management	\$ -	\$ 83,420.00	\$ 83,420.00	Grant from NM Dept of Homeland Security & Emergency Management
	466-72-2028	Capital Outlay	\$ -	\$ 30,714.00	\$ 30,714.00	Bequeir Farms Fire Department-Handfield Radius
	466-72-2058	Equipment	\$ -	\$ 31,206.00	\$ 31,206.00	Regional SWAT Equipment & Los Lunas Fire Equipment
	466-72-2177	Training	\$ -	\$ 12,500.00	\$ 12,500.00	Valencia County Fire Emergency Services - Mandatory Exercise
			\$ -	\$ -	\$ -	
	493	OA-Tide 010	\$ -	\$ 11.70	\$ 11.70	Extra Funding for exceeding program goals in FY10/11
	493-80-2056	Supplies	\$ -	\$ 11.70	\$ 11.70	
	495	OA-Tide C1	\$ -	\$ 4,171.15	\$ 4,171.15	Extra Funding for exceeding program goals in FY10/11
	495-82-2056	Supplies	\$ -	\$ 4,171.15	\$ 4,171.15	
	496	OA-Tide C2	\$ -	\$ 150.15	\$ 150.15	Extra Funding for exceeding program goals in FY10/11
	496-83-2056	Supplies	\$ -	\$ 150.15	\$ 150.15	
	497	Cash in Lieu	\$ -	\$ 2,369.00	\$ 2,369.00	Extra Funding for exceeding program goals in FY10/11
	497-84-2093	Cash in Lieu-Supplies	\$ -	\$ 2,369.00	\$ 2,369.00	
			\$ -	\$ -	\$ -	
	408	Juvenile Detention	\$ -	\$ 14,000.00	\$ 14,000.00	Grant from DFA-Juvenile Adjudication Grant
	408-63-2056	Supplies	\$ -	\$ 900.00	\$ 900.00	
	408-68-2100	Professional Services	\$ -	\$ 11,855.00	\$ 11,855.00	
	408-63-2177	Training	\$ -	\$ 720.00	\$ 720.00	
	408-63-2010	Mileage & Per Diem (Travel)	\$ -	\$ 525.00	\$ 525.00	

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

Sally Perea

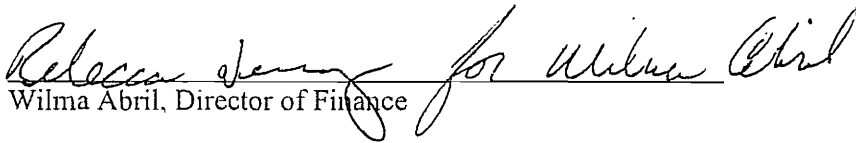
The attached computer printout lists all the checks issued by the Manager's Office on October 5, 2011 covering vendor bills processed on the above date.
Check # 110145 to #110214 inclusive, for the total of \$120,226.72.

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.

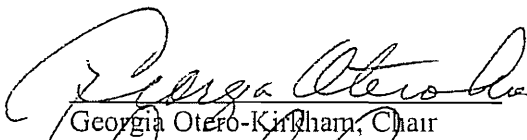
In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

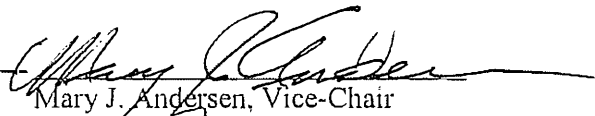
Recommended:

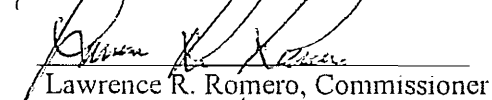

Wilma Abril, Director of Finance

Done this 19th day of October, 2011.

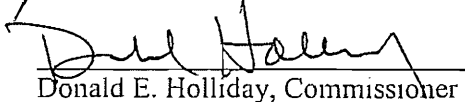
VALENCIA COUNTY BOARD OF COMMISSIONERS


Georgia Otero-Kirkham, Chair

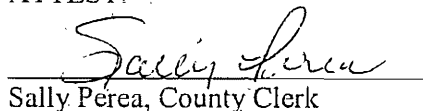

Mary J. Andersen, Vice-Chair


Lawrence R. Romero, Commissioner


Ron Gentry, Commissioner


Donald E. Holliday, Commissioner

ATTEST.


Sally Perea, County Clerk

(EXHIBIT M)

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

Sally Perea

The attached computer printout lists all the checks issued by the Manager's Office on October 11, 2011 covering vendor bills processed on the above date.
Check # 110249 to #110317 inclusive, for the total of \$108,141.16.

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 Arriaga for Wilma Abril
Wilma Abril, Director of Finance

Done this 19th day of October, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair
Lawrence R. Romero
Lawrence R. Romero, Commissioner
Donald E. Holliday
Donald E. Holliday, Commissioner

Mary J. Andersen
Mary J. Andersen, Vice-Chair
Ron Gentry
Ron Gentry, Commissioner

(EXHIBIT N)

ATTEST:

Sally Perea
Sally Perea, County Clerk

Sally Perea

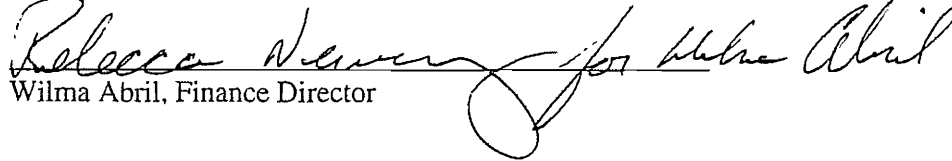
**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION**

The attached computer printout lists all checks issued by the Managers Office on
10/07/2011 covering payroll process on the above date.
Direct Deposit Check 22123 thru direct deposit check# 22304 inclusive.
Deduction Check# 110216 thru deduction check# 110248 inclusive.
Payroll Check # 91057 thru payroll check # 91137 inclusive.
Listing total \$ 358,443.99
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.

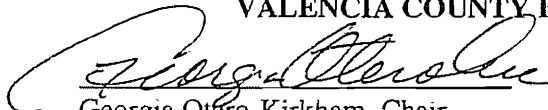
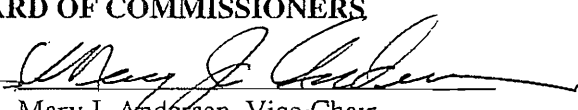
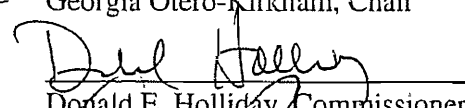
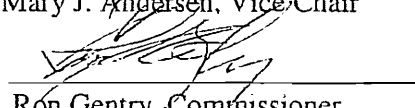
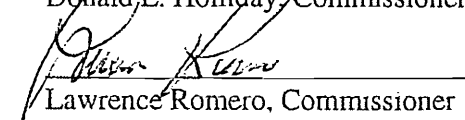
In recognition of the above, the Manager's Office request this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

Recommended:


Wilma Abril, Finance Director

Done this 19th day of October, 2011

VALENCIA COUNTY BOARD OF COMMISSIONERS

 Georgia Otero-Kirkham, Chair	 Mary J. Andersen, Vice Chair
 Donald E. Holliday, Commissioner	 Ron Gentry, Commissioner
 Lawrence Romero, Commissioner	

ATTEST:


Sally Perea, County Clerk

(EXHIBIT O)