

A * M * E * N * D * E * D
10/31/2011



November 2, 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

Georgia Otero-Kirkham

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: October 12, 2011-Public Hearing; October 19, 2011-Business Meeting

DISCUSSION (Non-Action) ITEM(S)

- 5) Directors Reports – Glenda Chavez
- 6) Reports from Manager, Commissions, Boards & Committees

ACTION ITEM(S)

- 7) Consideration of Agreement between Cynthia Ferrari, the Juvenile Justice Coordinator and Valencia County-Professions Service Agreement VCJJB Continuum Coordinator: **Kenny Griego**
- 8) Consideration of Resolution 2011-___: Consideration of Approval of Resolution Designating Polling Places for the 2012 Primary and General Elections: **Sally Perea / Peggy Carabajal**
- 9) Consideration of Approval of Bid 668 / Solid Waste Department Used Semi Tractor: **Eric Zamora / Angel Martinez**
- 10) Consideration of Resolution 2011-___: Repealing Resolution 2011-47 and Establishing a Solid Waste Planning Committee: **Commissioner Don Holliday**

FINANCIAL MATTERS:

- 11) 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 (H) (2) (7) & (8), the following matters may be discussed in closed session: a. personnel **Public Works / Business Vacancies**; b. pending or threatened litigation: **Lone Mountain Construction, AFSCME**

Council 18 v. Valencia County PELRB Cause No. 309-11; Sarrett v. Valencia County D-1314-CV2011-01282 c. real property: Palomar Place; d. 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

NEXT COMMISSION MEETING:

- ◆ **November 16, 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

BUSINESS MEETING

November 2, 2011

PRESENT	ABSENT
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 Romero. Motion carried unanimously.

4) Approval of Minutes: October 12, 2011 Public Hearing Meeting
October 19, 2011 Business Meeting

Commissioner Romero moved for approval of the minutes of October 12, 2011 Public Hearing Meeting and October 19, 2011 Business Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

DISCUSSION (Non Action) ITEMS(s)

5) Directors Reports – Glenda Chavez

Valencia County Emergency Services Coordinator presented an overview on emergency management, Valencia County specifically, what emergency management does and where the county is presently at.

6) Reports from Manager, Commissions, Boards & Committees

County Manager Eric Zamora will meet tomorrow morning at 10:00 A.M. with the Department of Transportation and individuals from the railrunner to discuss the potential rail crossing closures in the Los Chavez area just south of the airport to the north end of Belen. Since the Department of Transportation and Council of Government have taken over that right-a-way from BNSF, they are now responsible for licensing all of those crossings. Three identified within Valencia County are not properly licensed. What the DOT and the COG are asking the county or the private citizens to do is to consider accepting those crossings as licensed crossings. This meeting was prompted by phone calls to Senator Sanchez who will also be attending the meeting. Mr. Zamora will report back to the commission.

On the rail projects quiet zones, one being Highway 304 crossing which was completed in February 2010, Congressman Udall is now involved and entering into discussions with the State Department of Transportation regarding the changing of the speed limit on that section of roadway. Mr. Zamora hopes to have some positive results in the next month or so.

Construction has started on the Belen quiet zones located on Don Felipe, Mesa Road and Lopez Road and anticipate completion before the middle of December.

November 8, 2011 is the kickoff date for the Tyler conversion meeting to discuss implementation, planning and resources that are going to be required to make the conversion happen.

County Attorney has been working on a draft ordinance for heavy trucks on the issue related to the access at the Valencia High School at the south Rio Del Oro access which is the dirt road access behind the Los Maravillas Subdivision. This will be presented to the commission in the upcoming week.

Commissioner Gentry asked for an update on the redistricting for the commission seats. Mr. Zamora had not heard from Mr. Rod Adair who was sent the contract for the redistricting. Commissioner Gentry requested a plan or a report by the next business

meeting so they can start considering what they're going to be doing. He would like to see a plan and not a letter from Mr. Adair stating that he's working on it. Commissioner Gentry requested it be placed on the agenda and ready for the commissions review. Commissioner Andersen suggested that the plan be shared with the entire county before the commission takes an official vote on it. Place it on the agenda as information only for that particular item and perhaps allow comments from the public if its limited to that plan. She would not want to see it as an action item before it's had a chance to be published. County Manager Eric Zamora stated there will be three proposals and five public meetings, one per commission district.

Madam Chair informed the public that the Valencia Hispano Chamber will be having a luncheon for veterans, first responders and the armed forces at the Eagle Park in Belen on Veterans Day, November 11, 2011.

ACTION ITEM(S)

7) Consideration of Agreement between Cynthia Ferrari, the Juvenile Justice Coordinator and Valencia County-Professions Services Agreement VCJJB Continuum Coordinator-Kenny Griego.

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

8) Consideration of Resolution 2011-49, Consideration of Approval of Resolution Designation Polling Places for the 2012 Primary and General Elections: Sally Perea / Peggy Carabajal.

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

County Clerk Sally Perea announced Resolution 2011- 49. (See Exhibit B)

9) Consideration of Approval of Bid 668 / Solid Waste Department Used Semi Tractor – Eric Zamora / Angel Martinez.

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibit C)

10) Consideration of Resolution 2011-___, Repealing Resolution 2011-47 and Establishing a Solid Waste Planning Committee – Commissioner Don Holliday.

Madam Chair stated Commissioner Holliday was not here to present the above item and having read the resolution there are a couple of minor changes from the previous resolution. The first resolution had six members; this one will only have five members due to the fact that Mr. Angel Martinez is leaving employment with the county. This resolution also establishes the date of the committee.

County Council Adren Nance said the main change was a reduction from six members, whereas the previous ordinance provided that the solid waste director would serve as the chairman and the board would elect its own vice-chairperson. The redraft at the request of Commissioner Holliday was that since there is no longer a solid waste director that they elect their own chairman and vice-chairman. The only other change is in the language to clarify that the persons that were appointed at the iast meeting will serve an initial term until December 31, 2012. You don't reappoint the same people the first time in January because of the time proximity from doing it just now but then after that each year you appoint someone new. It's all sort of a loop point anyway in that all the members serve at the discretion of the commission, so if the commission wanted to change the members every week, that could be done theatrically. This clarifies the language and those are the changes Commissioner Holliday requested.

Madam Chair motioned for approval. Seconded by Commissioner Andersen. Motion failed 2-2.

FINANCIAL MATTERS:

11) Consideration of Approval: Payroll / Warrants – Kenny Griego / Wilma Abril.

Commissioner Gentry moved for approval of Payroll / Warrants. Seconded by Commissioner Romero. Motion carried unanimously. (See Exhibits D, E & F)

PUBLIC COMMENTS:

Those members of the audience making comments at today's business meeting were Valencia County residents Ms. Lillie McNabb, Bob Gostischa, Clarke Metcalf and Ms. Alice Kintzler.

Minutes of November 2, 2011 Regular Business Meeting

EXECUTIVE SESSION:

Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a.) limited personnel matters: *Public Works / business Vacancies* b). pending or threatened litigation: *Lone Mountain Construction, AFSCME Council 18 v. Valencia County PELRB Cause No. 309-11; Sarrett vs. Valencia County D-1214-CV2011-01282* and c.) Real Property; Palomar Place; d) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Romero motioned to go into Executive Session. Seconded by Commissioner Andersen. Roll call vote. Commissioner Gentry voted yes. Commissioner Romero voted yes. Commissioner Andersen voted yes. Madam Chair voted yes. Motion carried 4-0.

Commissioner Andersen motioned to go back into Regular Session. Seconded by Commissioner Romero. Motion carried.

County Attorney Adren Nance stated matters that were discussed in Executive Session were limited to what was listed on the agenda; personnel, especially the individuals from Public Works and the Business Department that vacated, pending or threatened litigations specifically Lone Mountain, AFSCME Council 18 and Sarret vs. Valencia County, as well as real property acquisition Palomar Place Road. No other items were taken and no final action was made.

Commissioner Romero moved to approve the summary as stated by counsel. Seconded by Commissioner Andersen. Roll call vote. Commissioner Gentry voted yes. Commissioner Romero voted yes. Commissioner Andersen voted yes. Madam Chair voted yes. Motion carried 4-0.

ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION:

No action item on Lone Mountain.

NEXT COMMISSION MEETING:

The next Business Meeting of the Valencia County Board of County Commission will be held on November 16, 2011 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

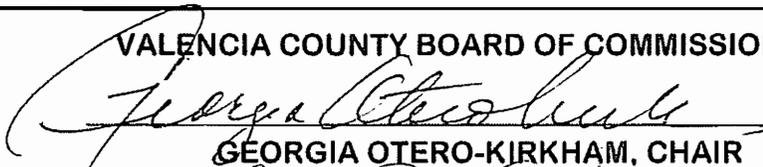
County offices will be closed Friday November 11, 2011 in observation of Veteran's Day.

ADJOURNMENT:

Commissioner Andersen motioned for adjournment. Seconded by Commissioner Gentry. Motion carried unanimously. **TIME 11:48 A.M.**

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the November 2, 2011 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

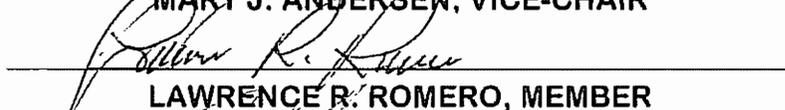
VALENCIA COUNTY BOARD OF COMMISSIONERS



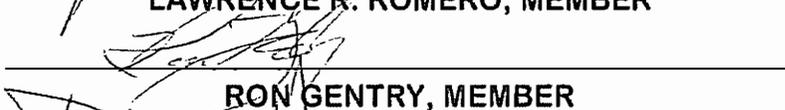
GEORGIA OTERO-KIRKHAM, CHAIR



MARY J. ANDERSEN, VICE-CHAIR



LAWRENCE R. ROMERO, MEMBER

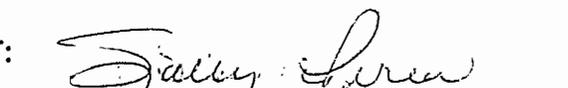


RON GENTRY, MEMBER



DONALD E. HOLLIDAY, MEMBER

ATTEST:



SALLY PEREA, COUNTY CLERK

11-16-2011
DATE

**PROFESSIONAL SERVICES AGREEMENT
VCJJB CONTINUUM COORDINATOR**

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

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

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

I. Period of Agreement

This agreement shall become effective 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**."

(EXHIBIT A)

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The total amount of monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed \$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:

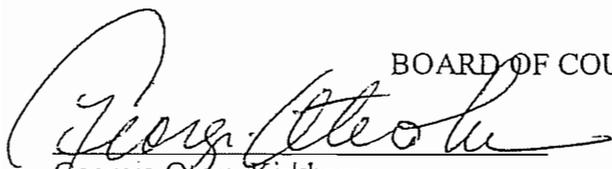
No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any County, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal 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.

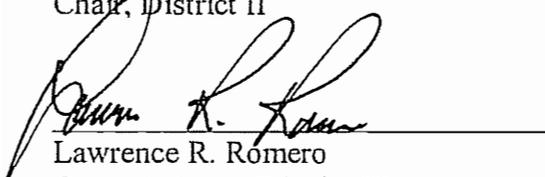
BOARD OF COUNTY COMMISSIONERS



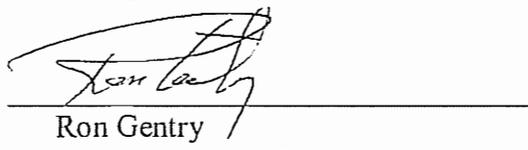
Georgia Otero-Kirkham,
Chair, District II



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: _____

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
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



BOARD OF COUNTY COMMISSIONERS

Resolution Number 2011 49

A Resolution Designating the Polling Places For the 2012 Primary and General Elections

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-2 (2011) requires that no later than the first Monday in November of the odd-numbered year, the Board of County Commissioners shall by resolution designate polling places; *and*

WHEREAS, the Board of County Commissioners finds that each polling place designated in this resolution complies with the provisions of NMSA 1978, Section 1-3-7 (2011), titled Polling Places; *and*

WHEREAS, the Board of County Commissioners finds that those precincts that are consolidated to create Voting Convenience Centers meet the requirements of NMSA 1978, Section 1-3-4 (2011), will be available to voters of any precinct in the county to cast a vote at the Voting Convenience Center. will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays for voters in the voting process. and are centrally located within the consolidated precinct; *and*

WHEREAS, the Board of County Commissioners finds that each polling place provide individuals with physical mobility limitations unobstructed access to at least one voting machine.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the polling locations for the 2012 Primary and General elections as follows:

Precinct Numbers

Location & Address

Voter Convenience Centers: (Any voter in the county may vote at these locations, regardless of where they live.)

1, 2, 3, & 10	Los Lunas Transportation Center, Courthouse Rd, Los Lunas, NM
12, 17 & 36	School of Dreams Academy, 1800 Main St. NE, Los Lunas, NM
39, 40 & 41	Village of Los Lunas Council Chambers, 660 Main St, Los Lunas, NM
7, 19 & 37	Los Chavez Fire Department, 02 Bombero Cir. Los Lunas, NM
6, 16, & 28	Ann Parish, 112 Meadow Lake Rd., Los Lunas, NM
8, 24, & 32	Tome Dominguez Comm. Cntr, 2933 Hwy 47 Los Lunas, NM
4, 9, 11 & 13	Bosque Farms Arena, 1040 Arena Rd., Bosque Farms, NM

(EXHIBIT B)

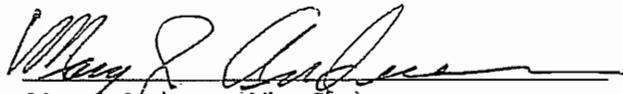
5, 14, 15 & 18	Peralta Elementary School, 3645 Hwy 47, Peralta, NM
23, 25 & 27	Belen Parish Hall, 101A N 10 th St. Belen, NM
22, 30, & 34	First Presbyterian Church, 85 Manzano Express, Rio Communities, NM
26 & 38	First Baptist Church, 115 South 4 th St., Belen, NM
21 & 35	Rio Grande Elementary School, 15 Eastside School Rd., Belen, NM
29 & 33	Casa Colorada Community Center, 1725 Hwy 304, Belen, NM
20 & 31	Don Jose Community Center, 426 Jarales Rd., Jarales, NM

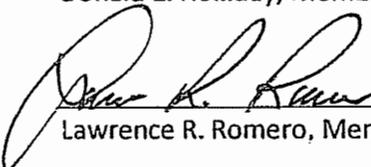
PASSED, APPROVED and ADOPTED this 2nd day of November, 2011.

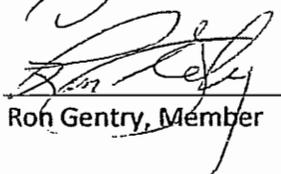
BOARD OF COUNTY COMMISSIONERS


 Georgia Otero-Kirkham, Chair

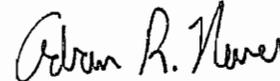
 Donald E. Holliday, Member


 Mary J. Andersen, Vice-Chair

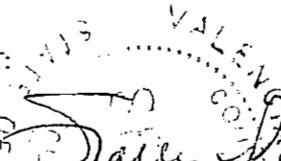
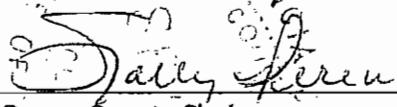

 Lawrence R. Romero, Member

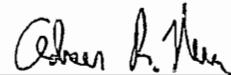

 Ron Gentry, Member

APPROVED AS TO FORM:


 Adren Nance, County Attorney

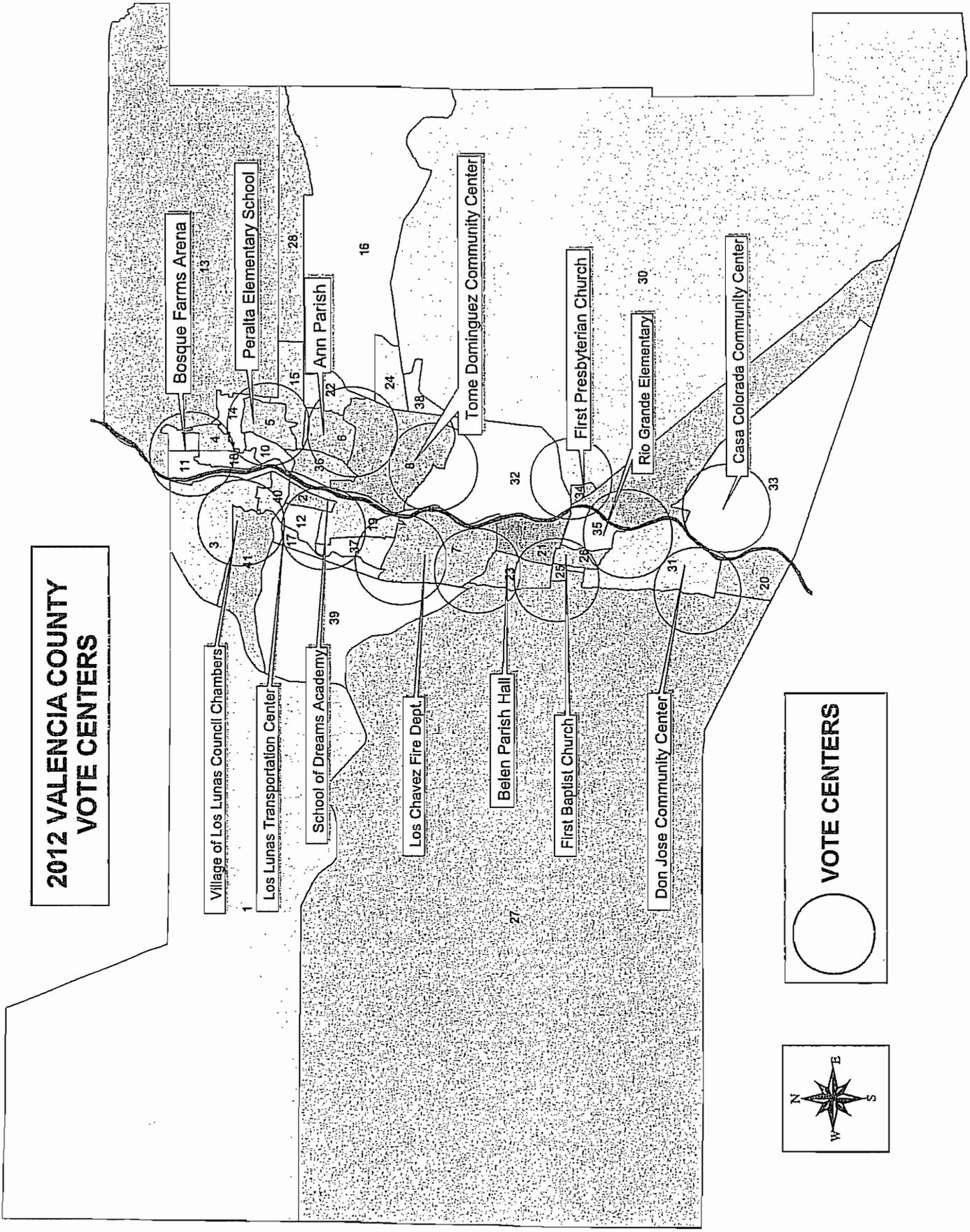
ATTEST:



 Sally Perea, County Clerk


 David Pato, County Attorney

SEAL

**2012 VALENCIA COUNTY
VOTE CENTERS**



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 17, 2011 covering vendor bills processed on the above date. Check # 110319 to #110392 inclusive, for the total of \$303,784.28.

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.

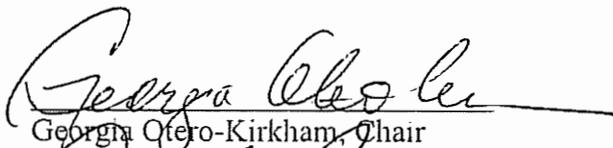
Recommended:



Wilma Abril, Director of Finance

Done this 2nd day of November, 2011.

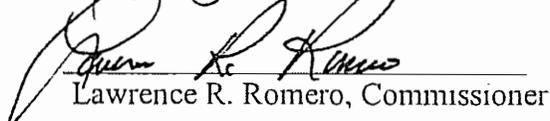
VALENCIA COUNTY BOARD OF COMMISSIONERS



Georgia Otero-Kirkham, Chair



Mary J. Andersen, Vice Chair



Lawrence R. Romero, Commissioner



Ron Gentry, Commissioner

Donald E. Holliday, Commissioner

ATTEST:

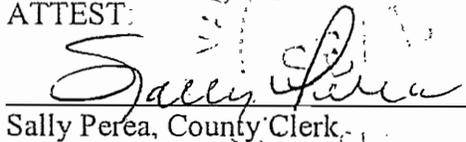

Sally Perea, County Clerk

EXHIBIT D)

Sally Perea

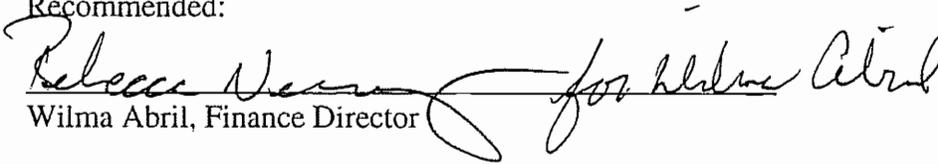
VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on
10/14/2011 covering payroll process on the above date.
Direct Deposit Check 22305 thru direct deposit check# 22489 inclusive.
Deduction Check# 110393 thru deduction check# 110424 inclusive.
Payroll Check # 91139 thru payroll check # 91220 inclusive.
Listing total \$ 351,876.16
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 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 2nd day of November, 2011

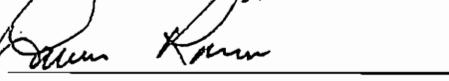
VALENCIA COUNTY BOARD OF COMMISSIONERS

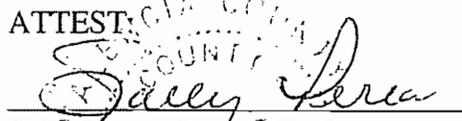

Georgia Otero-Kirkham, Chair


Mary J. Andersen, Vice Chair

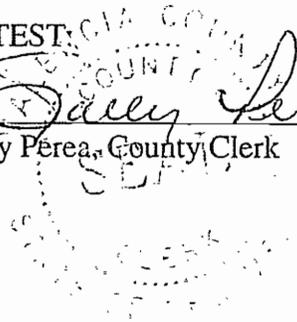

Donald E. Holliday, Commissioner


Ron Gentry, Commissioner


Lawrence Romero, Commissioner

ATTEST:

Sally Perea, County Clerk

(EXHIBIT E)



VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

Sally Perea

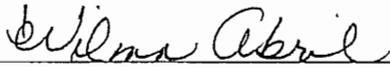
The attached computer printout lists all the checks issued by the Manager's Office on October 26, 2011 covering vendor bills processed on the above date.
Check # 110429 to #110532 inclusive, for the total of \$336,330.74

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.

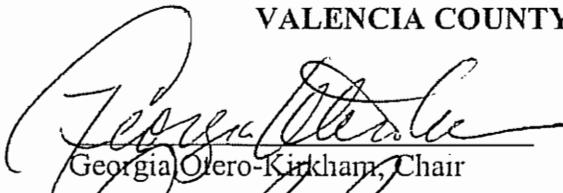
Recommended:



Wilma Abril, Director of Finance

Done this 2nd day of November, 2011.

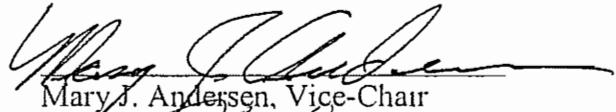
VALENCIA COUNTY BOARD OF COMMISSIONERS



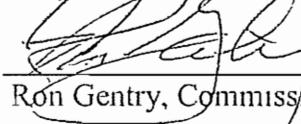
Georgia Otero-Kirkham, Chair



Lawrence R. Romero, Commissioner



Mary J. Andersen, Vice-Chair



Ron Gentry, Commissioner

Donald E. Holliday, Commissioner

ATTEST:



Sally Perea, County Clerk

(EXHIBIT F)