REGIONAL COALITION OF LANL COMMUNITIES
City of Española - Los Alamos County - Ohkay Owingeh - Pueblo of Jemez
Rio Arriba County - Santa Fe County - City of Santa Fe - Taos County - Town of Taos

REGIONAL COALITION MEETING AGENDA
Rio Arriba County – Commission Chambers
Rio Arriba County Annex Building
1122 Industrial Park Road
Española, NM
March 16, 2018, 9 – 11 AM

A. Call to Order
B. Confirmation of Quorum
C. Approval of Agenda
D. Business
   1. Board Elections
   2. Review of Joint Powers Agreement and discussion regarding potential updates
      - RCLC Joint Powers Agreement attached
      - Resolution 2012-01 By-Laws of Regional Coalition attached
   3. Discussion and potential action regarding Executive Director recruitment
      a. Review draft RFP
         - Draft Executive Director Services RFP attached
   4. Consideration of RCLC policies and procedures
      a. Financial review
         - LAC Financial review attached
      b. Finance policy / procurement authority
      c. Legal needs
      d. Open Meetings Act
         - Resolution 2012-02 Open Meetings attached
   5. Consideration of April Trip to Washington DC
      a. ECA meeting
      b. Meetings with legislators
   6. Other Business
      a. Approval of Reimbursable/Invoices
E. Public Comment
F. Adjourn
JOINT POWERS AGREEMENT
ESTABLISHING THE REGIONAL COALITION OF LANL COMMUNITIES
BY AND AMONG THE INCORPORATED COUNTY OF LOS ALAMOS,
THE CITY OF SANTA FE, SANTA FE COUNTY, THE CITY OF ESPANOLA,
RIO ARIBA COUNTY, THE TOWN OF TAOS AND TAOS COUNTY

THIS JOINT POWERS AGREEMENT (the "Agreement") is entered into by and
among the Incorporated County of Los Alamos, New Mexico, the City of Santa Fe, New
Mexico, Santa Fe County, New Mexico, the City of Espanola, New Mexico, Rio Arriba
County, New Mexico, the Town of Taos, New Mexico and Taos County, New Mexico
(each a "Party" and together, the "Parties" or "Coalition Members").

WHEREAS, the Parties are each New Mexico municipalities or counties, created
and existing pursuant to the Constitution and laws of the State of New Mexico (the
"State"); and

WHEREAS, Los Alamos National Laboratory ("LANL") is one of the largest
employers in northern New Mexico and a critical economic driver in the region; and

WHEREAS, the local economy and environment of the each of the Parties is
affected by LANL's activities and programming; and

WHEREAS, the Parties share a common interest in assuring that LANL missions
remain sustainable and diversified, while assuring protection of the environment; and

WHEREAS, the Parties share the goals of engaging LANL, the U.S. Department
of Energy, the State of New Mexico and other government agencies with respect to local
concerns about LANL activities, and of increasing the Parties' ability to participate in and
influence federal and state government decision-making affecting LANL; and

WHEREAS, as described in Section 2 of this Agreement, the Parties share
common powers with respect to promoting economic development, cultural and
educational activities and environmental protection for the benefit of their citizens; and

WHEREAS, the Parties are authorized by the Joint Powers Agreements Act,
Sections 11-1-1 through 11-1-7 NMSA 1978 (the "Act"), to create a joint powers
authority for the purpose of exercising powers common to the Parties; and

WHEREAS, the Parties desire to create a joint powers authority pursuant to the
Act for the purposes described in, and subject to the requirements of, this Agreement.

NOW THEREFORE the Parties hereby agree as follows:
1. Creation of Regional Coalition of LANL Communities; Method by which Common Powers will be exercised. The Parties hereby create the Regional Coalition of LANL Communities (the "Regional Coalition") as a joint powers authority pursuant to the Act. The Regional Coalition, as the administering agency under this agreement, shall be considered an entity separate from the Parties, as provided in Section 11-1-5(B) NMSA 1978, and shall act on behalf of the Parties with respect to the subject matters of this Agreement.

2. Purpose of the Regional Coalition and Common Powers of Members. The purpose of the Regional Coalition is to engage in the activities described in this Section on behalf of the Coalition Members, through the exercise of powers common to the Parties to be exercised by the Regional Coalition. The purposes and common powers include the following with respect to LANL and LANL-related activities and issues:

A. Promotion of economic development, including:

   (i) promotion of new missions for LANL that the citizens of the Coalition members support;

   (ii) advocacy of long-term stable funding of LANL missions;

   (iii) promotion of new and diverse scientific endeavors at LANL, focusing on employment and educational opportunities within the Coalition Members' jurisdiction;

   (iv) support of business incubation and business development on non-federal lands;

   (v) support of workforce training and development; and

   (vi) promotion of awareness of LANL of its contributions toward and impact on the region.

B. Promotion and coordination of environmental protection and stewardship, including:

   (i) cleanup activities and site maintenance to ensure consistency with community values and future use goals;

   (ii) planning activities to address future use goals, stewardship needs and obligations, and prevention of future contamination;

   (iii) evaluation of cleanup planning, implementation and oversight for protection of workers and neighboring communities.

C. Participation in regional planning, including:
(i) evaluation of policy initiatives and legislation for impacts on Coalition Members;

(ii) development of long-term relationships between local, state and federal officials and LANL officials;

(iii) coordination of regional planning with LANL strategic initiatives and other advocacy organizations and initiatives.

D. Evaluation of policy initiatives and legislation for impact on the Regional Coalition, including

(i) participation in public comment and outreach initiatives to influence decision-making concerning LANL activities;

(ii) advocacy in state and federal legislative process and administrative proceedings.

3. **Method by which the Regional Coalition will accomplish its purposes.** The Regional Coalition will develop and implement plans and approaches for carrying out the purposes described in Subsections (A), (B), (C) and (D) of Section 2 of this Agreement.

4. **Governance of the Regional Coalition.**

   The Regional Coalition shall be governed by a board of directors (the "Board") who shall be appointed as follows:

   A. The governing body of each Party shall appoint a director, who shall be an elected public official of that Party, with current experience in strategic planning, economic development, environmental protection or the legislative process.

   B. The governing body of each Party shall appoint replacement directors to fill vacancies in the board position appointed by that Party. Such replacement directors shall have the qualifications described in subsection A of this Section 4.

   C. Each Director shall have a term of office as specified by the governing body of the Party appointing that Director. Directors may be reappointed for additional terms as determined by the Party appointing that Director.

   D. The governing body of each Party shall appoint at least one and no more than two alternates (each an "Alternate Director") to serve as a director in the absence of the Director. An Alternate Director shall have the qualifications described in subsection A of this Section 4, except that the Alternate Director may be either an elected
official or an employee of the Party represented by the Party appointing the Alternate Director.

5. Meetings of the Regional Coalition.

A. Meetings of the Regional Coalition shall be held at least quarterly and at such additional times and in such locations as the Board determines.

B. Meetings shall be held in compliance with the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4 NMSA 1978.

C. A majority of directors shall constitute a quorum for the transaction of business. A majority vote of the quorum shall be required for the adoption of a resolution.

D. The Board shall keep minutes of all meetings.

E. The Board may adopt such by-laws, rules or regulations for the conduct of its affairs as it deems necessary or convenient.


A. The Regional Coalition is hereby authorized to exercise any and all of the common powers described in Section 2 of this Agreement without further authorization or ratification by the governing body of each Party.

B. The Incorporated County of Los Alamos shall act as the fiscal agent for implementation and administration of this Agreement.

7. Effective Date, Term and Termination.

A. This Agreement shall be effective upon approval by the Department of Finance and Administration ("DFA").

B. The term of this Agreement shall be perpetual unless terminated by mutual consent of the Parties.

8. Disposition of Property Acquired Pursuant to this Agreement.

A. The Parties do not anticipate that the Regional Coalition will acquire real property pursuant to this Agreement, but may acquire or contribute personal property in furtherance of the activities contemplated by this Agreement. The Parties anticipate that they will contribute funds to support activities of the Regional Coalition, each from sources budgeted by the governing body of that Party or otherwise approved prior to the Regional Coalition incurring expenses for which contributions from Parties will be requested.
B. Any surplus property or funds of the Regional Coalition remaining at the time this Agreement is terminated shall be returned to each Party in proportion to the contributions made by that Party.

9. Strict Accountability of all Receipts and Disbursements. The Regional Coalition shall be strictly accountable for all receipts and disbursements under this Agreement.

10. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Parties and approved by the DFA, but subject to the following.

A. One or more tribal governments may become members of the Regional Coalition through an amendment to this Agreement including such tribal government(s), executed by the Regional Coalition and the tribal government(s). The Parties intend that a tribal government shall not waive its sovereign immunity as a result of entering into this Agreement.

B. If one or more of the local governments anticipated to be a Party does not execute this Agreement, this Agreement shall be effective in connection with the local government entities that have executed this Agreement, and shall be deemed amended to include the local governments that have executed the Agreement, irrespective of references to the local governments that have not executed this Agreement, and it shall not be necessary for the Parties execute an amended or restated Agreement deleting reference to local governments who do not enter into this Agreement.

C. Individual Parties may withdraw from the Regional Coalition and, upon such withdrawal, this Agreement shall be deemed amended with respect to that withdrawal, without further approval by the DFA.

D. Except as to the provisions of Subsections A, B and C of this Section 10, so long as only the no other provision of this Agreement is amended, amendments to include the tribal government(s) or to delete references to local governments who do not enter into this Agreement or who withdraw from the Coalition, shall not require approval by DFA.

11. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Act, as provided in Section 11-1-6 NMSA 1978.
12. **Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any tribal government that is a Party, it is hereby recognized that the powers and status of such Party, as a tribal government, is subject to the laws of the United States.

13. **Counterparts.** This Agreement may be executed in counterpart originals.

14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

**INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO**

By: 
Michael Wismer, Chairman

Date: __________________________

**CITY OF SANTA FE, NEW MEXICO**

By: 
David R. Coss, Mayor

Date: __________________________

**SANTA FE COUNTY, NEW MEXICO**

By: 
Harry B. Montoya, Chairman,
Board of County Commissioners

Date: __________________________

**CITY OF ESPANOLA, NEW MEXICO**

By: 
Alice Lucero, Mayor

Date: __________________________
IN WITNESS WHEREOF, the Parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

By: [Signature]  
Michael Wimmer, Chairman  
SHARON STOVER FOR MICHAEL WIMMER

Date: May 18, 2011

CITY OF SANTA FE, NEW MEXICO

By: ____________________________
David R. Coss, Mayor

Date: ____________________________

SANTA FE COUNTY, NEW MEXICO

By: ____________________________
Harry B. Montoya, Chairman,  
Board of County Commissioners

Date: ____________________________

CITY OF ESPANOLA, NEW MEXICO

By: ____________________________
Alice Lucero, Mayor

Date: ____________________________

RIO ARRIBA COUNTY, NEW MEXICO

By: ____________________________
Alfredo L. Montoya, Chair

Date: ____________________________
IN WITNESS WHEREOF, the Parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

By: __________________________
    Michael Wismer, Chairman

Date: _________________________

SANTA FE COUNTY, NEW MEXICO

By: __________________________
    Harry B. Montoya, Chairman,
    Board of County Commissioners

Date: _________________________

CITY OF ESPANOLA, NEW MEXICO

By: __________________________
    Alice Lucero, Mayor

Date: _________________________

RIO ARRIBA COUNTY, NEW MEXICO

By: __________________________
    Alfredo L. Montoya, Chair

Date: _________________________
IN WITNESS WHEREOF, the Parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

By: ____________________________
   Chairman

Date: ____________________________

CITY OF SANTA FE, NEW MEXICO

By: ____________________________
   Mayor

Date: ____________________________

SANTA FE COUNTY, NEW MEXICO

By: ____________________________
   Chairman,
   Board of County Commissioners

Date: ____________________________

CITY OF ESPANOLA, NEW MEXICO

By: ____________________________
   Mayor

Date: ____________________________

RIO ARRIBA COUNTY, NEW MEXICO

By: ____________________________
   Chair

Date: ______/____/____
TOWN OF TAOS, NEW MEXICO

By: __________________________
    Darren Cordova, Mayor

Date __________________________

TAOS COUNTY, NEW MEXICO

By: __________________________
    Daniel R. Barrone, Chairman,
    Board of County Commissioners

Date: __________________________

CITY OF SANTA FE, NEW MEXICO

By: __________________________
    David Coss, Mayor

Approved as to Form:

By: __________________________
    Geno Zamora, City Attorney

By: __________________________
    Kathryn Raveling, Finance Director

ATTEST:

By: __________________________
    Yolanda Y. Vigil, City Clerk

[Signature] 10-13-10
TAOS COUNTY, NEW MEXICO

By: Daniel R. Barrone, Chairman, Board of County Commissioners

Date: 11/30/10

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: Kathryn Miller, Cabinet Secretary

Date: _____________________________
TOWN OF TAOS, NEW MEXICO

By: __________________________

Darren Cordova, Mayor

Date__________________________

TAOS COUNTY, NEW MEXICO

By: __________________________

Daniel R. Barrone, Chairman,
Board of County Commissioners

Date__________________________

CITY OF SANTA FE, NEW MEXICO

By: __________________________

David Coss, Mayor
OHKAY OWINGEH

By: [Signature]
Ron Lujan, Governor

Date: 10/3/2012
12. **Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any tribal government that is a Party, it is hereby recognized that the powers and status of such Party, as a tribal government, is subject to the laws of the United States.

13. **Counterparts.** This Agreement may be executed in counterpart originals.

14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

**PUEBLO OF JEMEZ**

[Signature]

By: [Signature]

Joshua Madalena, Governor

Date: 8/14/14
PREAMBLE

The Regional Coalition of LANL Communities (the “Regional Coalition”) shall carry out its purposes as described in and pursuant to the Joint Powers Agreement establishing the Regional Coalition of LANL Communities (the “JPA”) and amendments thereto.

ARTICLE I.

Offices

If the Regional Coalition has offices, the principal office of the Regional Coalition shall be located within the boundaries of any Party to the JPA and amendments thereto, as designated by the Board of Directors. The Regional Coalition may have other offices and places of business at such places within the State of New Mexico as shall be determined by the Board.

ARTICLE II.

Board of Directors

A. Number, Qualifications and Term of Office. The business and affairs of the Regional Coalition shall be managed by a Board of Directors. The Board of Directors shall be constituted of one representative Director from each of the member Parties of the Coalition. All Directors must be an elected official, or tribal official. All Alternate Directors may be either an elected official or employee of that government. Annually, each government will appoint the Director and Alternate Director(s) and inform the Regional Coalition in writing. Each government may appoint up to two Alternate Directors.

B. Performance of Duties. A Director and Alternate Director shall perform his/her duties in good faith and in a manner he/she believes to be in the best interests of the Regional Coalition. An Alternate Director shall serve in the absence of the Director for which he/she is an alternate. However, at no time shall an Alternate Director serve as an officer of the Board of Directors.

C. Vacancies. Any Director or Alternate Director may resign at any time by giving written notice to the chair of the Board of Directors. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In the case where the Director or Alternate Director is an elected official, that office shall be deemed to be vacant upon the expiration of their term of office. A vacancy will also occur if a Director or Alternate Director dies during his or
her term of office. In the event of a vacancy, the affected Party shall submit the name of a replacement at its earliest convenience.

D. Expenses. The Board of Directors shall adopt, by separate action, a resolution detailing the procedures for reimbursement of expenses related to Director and Alternate Director participation in Coalition activities.

E. Conflict of Interest. No Director or Alternate Director may enter into an employment relationship with the Regional Coalition (1) while serving on the Board or (2) for twelve months thereafter.

ARTICLE III.
Officers of the Board

A. General. The Chair, Vice Chair, and Secretary/Treasurer shall be elected annually by the Board of Directors. Such elections shall take place at the first meeting of the Board held on or after July 1st of each year, and the terms shall commence immediately upon election. There shall be no limitation on the number of terms for which a person may serve as an officer. An officer shall hold office until he/she is no longer qualified to serve or his/her successor is chosen, until his/her death, or until he/she shall resign. All officers of the Regional Coalition shall be Directors of the Regional Coalition; should an Alternate Director represent the Director at a meeting, said Alternate Director shall not assume any office held by the Director for whom the alternate Director is substituting.

B. General Duties. All officers and agents of the Regional Coalition shall have such authority and shall perform such duties as may be provided in these Bylaws or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

C. Vacancies. When a vacancy in one of the Board offices occurs it shall be filled by a resolution of the Board of Directors at the next meeting of the Board at which a quorum is present.

D. Chair of the Board. The Chair of the Board shall preside as chair at meetings of the Board of Directors. He/she shall, in addition, execute resolutions and documents, represent the Board and Regional Coalition at public functions and perform such other duties as the Board may prescribe.

E. Vice-Chair. The Vice-Chair shall fulfill the responsibilities of the Chair when the Chair is unavailable to do so.

F. Treasurer. The Secretary/Treasurer shall perform both the duties of a secretary and of a treasurer, as follows:

1. Shall have oversight of Regional Coalition funds and assets. He/she shall review accounts of receipts, disbursements and deposits of all Regional Coalition monies and other valuable effects in the name and to the credit of the Regional Coalition and report to the Board of Directors upon request.

2. Shall provide or cause to be provided a detailed financial statement to the Board. The financial statement shall include all revenue, revenue sources, expenditures and balances, and include monthly and year-to-date figures. The presentation of such a financial statement shall be a recurring item on each of the Board’s regular meeting agendas.

G. Secretary. The Secretary shall perform the duties of a secretary, as follows:
1. Shall keep or cause to be kept, the minutes of the meetings of the Board.

G. Delegation of Duties. Except for the Chair, whenever an officer is unable to perform the duties of his/her office for any reason, the Board may delegate the powers and duties of an officer to any other officers or to any qualified Director.

ARTICLE IV.

Regional Coalition Staff

At its discretion, the Board may hire an Executive Director who shall serve at the pleasure of and report directly to the Board of Directors of the Regional Coalition, and who shall be responsible for implementing the Board’s policies, and for the overall management of all activities of the Regional Coalition. All other staff shall be hired by the Executive Director and shall report to him/her.

ARTICLE V.

Meetings of the Board

A. Place of Meetings. The regular or special meetings of the Board of Directors or any committee designated by the Board shall be held at the principal office of the Regional Coalition or at any other place that the Board of Directors designates.

B. Regular Meetings. The Board of Directors shall meet monthly, or as otherwise determined by the Board of Directors and pursuant to the Open Meetings Resolution as adopted by the Board.

Special Meetings. Special meetings of the Board of Directors may be called by the Chair or a quorum of the Board of Directors and pursuant to the Open Meetings Resolution as adopted by the Board.

Notice of Meetings. The Board shall adopt a resolution annually detailing meeting notice procedures in compliance with the New Mexico’s Open Meetings Act, NMSA 1978,§ 1015-31(1999) and shall be deemed the Board’s Open Meetings Resolution.

E. Voting.

1. Quorum. At meetings of the Board of Directors, a majority of the appointed Directors (or their alternate if a Director is not present) shall be necessary to constitute a quorum for the transaction of business. If a quorum is present, the Regional Coalition’s goal is to reach consensus on matters under consideration. If a vote is needed, an affirmative vote a majority of the Directors present (or Alternate Directors) shall be required to be the act of the Board of Directors.

2. Consent Agenda. Within a meeting agenda, Regional Coalition staff may place on the consent agenda any one or more items which staff believes do not give rise to discussion by the Board, and which may be acted upon by singular action and vote of the Board. Any Director may pull from the consent agenda any one or more items which shall then be separately and individually discussed and voted on by the Board.

F. Conduct of Meetings. The Board may adopt such rules of procedure as it deems proper. To the extent any rules adopted by the Board do not specify how an item of business of the Board is to be conducted then Roberts’ Rules of Order shall apply.
ARTICLE VI.
Open Records and Open Meetings

A. All accounts and records of the Regional Coalition and its committees shall be open to the public as provided for in the New Mexico Open Records Act and any other applicable laws, at all reasonable times under reasonable regulation, except where a specific determination is made by the Regional Coalition that there is a legitimate public purpose achieved by withholding a document concerning legal, personnel, or private proprietary information.

B. All meetings of the Board of Directors of the Regional Coalition and any of its committees are subject to New Mexico’s Open Meetings Act, NMSA 1978, § 10-15-1(1999), as the New Mexico legislature may amend from time to time.

C. Minutes or similar record shall be kept of all meetings of the Board of Directors of the Regional Coalition.

ARTICLE VII. Committees

A. Regional Coalition Committees. The Regional Coalition is interested in working with the public and will seek the input of the local community and other interested parties. As necessary, and to the extent practicable, the Regional Coalition will seek the input of the local community and other interested parties by establishing ad hoc committees and task forces, and by holding public meetings, workshops, special meetings, or other forums of public involvement, from time to time as may be deemed appropriate by the Board. By resolution or motion of the Board, the Regional Coalition may establish such working committees from time to time as it deems appropriate. These committees shall be open to all persons interested in participating with the Regional Coalition. Each committee shall have a chair appointed by the Board of Directors. Committees may consider issues consistent with the Regional Coalition’s purposes and make recommendations for actions to the Board of Directors. Any such recommendations, together with any minority reports, shall be made to the Board of Directors. The Board may consider and comment on committee recommendations and formulate its own recommendations for official action by the Board. Any minority report(s) from a committee shall be transmitted simultaneously with such recommendations. The Board of Directors may take such actions as it deems appropriate, notwithstanding recommendations or lack thereof or the fact of pending deliberations of committees and of the Regional Coalition.

B. Board Committees. The Board may have committees on any matters as the Board deems proper for the administration of the Regional Coalition. Such committees shall be comprised of Directors, and shall not meet nor exceed the number of Directors necessary to constitute a quorum of the Regional Coalition.

ARTICLE VIII. Fiscal Year

The fiscal year of the Regional Coalition shall be July 1 to June 30.

ARTICLE IX. Amendments

A. General. The Board of Directors may amend, supplement or repeal these Bylaws or adopt new Bylaws, and all such changes shall affect and be binding upon the Regional Coalition. Any amendment, supplement or repeal of these Bylaws or adoption of new Bylaws shall require discussion at two meetings of the Board.
B. Vote Necessary. Amendment to, supplementation of or repeal of these Bylaws or adoption of new Bylaws shall require approval by a majority of the Directors of the Board at the second meeting at which the amendment, supplement, repeal or adoption is discussed.

ARTICLE X. Annual Report

On an annual basis, the Regional Coalition shall prepare or cause to be prepared an annual report which shall generally address Regional Coalition’s operations for the previous year; Regional Coalition’s proposed plans for the upcoming year; a summary of Regional Coalition’s financial status, including revenue projections and operating costs; and any changes or proposed changes in Regional Coalition’s policies. Upon request, the Executive Director shall present an oral presentation of the annual report at a designated board or council meeting of the requesting Party.

ARTICLE XI. Miscellaneous

A. Invalid Provision. The invalidity or non-enforceability of any particular provision of these Bylaws shall not affect the other provisions herein, and these Bylaws shall be construed in all respects as if such invalid or unenforceable provision was omitted.

B. Governing Law. These Bylaws shall be governed by and construed in accordance with the constitution and laws of the State of New Mexico and the JPA, as amended from time to time. To the extent there are inconsistencies between the JPA and any amendments thereto and these Bylaws and any amendments thereto, the JPA and amendments thereto shall control.

PASSED AND ADOPTED this 14th day of July, 2017.

ATTEST: REGIONAL COALITION OF LANL COMMUNITIES

__________________________
Coalition Secretary

__________________________
Coalition Chair
REQUEST FOR PROPOSALS (“RFP”)
FOR
EXECUTIVE DIRECTOR SERVICES
REGIONAL COALITION OF LOS ALAMOS NATIONAL LABORATORY
COMMUNITIES

GENERAL INFORMATION

Sealed proposals, in one (1) unbound original and ten (10) bound copies, will be received at the County of Los Alamos, Procurement Office, 101 Camino Entrada, Bldg. 3, Los Alamos, NM 87544, until 5:00 p.m. MST, May 10, 2018. Clearly mark the RFP Name on the outside of the sealed proposal.

DIRECTIONS TO PROCUREMENT OFFICE:

Drive WEST on NM-502 to Los Alamos.

1. Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
2. Turn RIGHT on Camino Entrada.
   - Road slopes downhill and curves to the right.
3. Take second RIGHT in to driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
   - Follow the signs to Building 3, the L-shaped building in the center of the complex.
   - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.
4. Enter glass door marked “PROCUREMENT.”

Regional Coalition of LANL Communities (“Regional Coalition”) invites Proposals from all qualified respondents. The Board of Directors of the Regional Coalition highly encourages local respondents from the region represented by the Regional Coalition. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. Please make note of the submittal requirements outlined in this solicitation. Read and follow the instructions carefully. Include the required documents provided in this RFP as part of your submittal packet. Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror’s expense. Regional Coalition reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to Regional Coalition. While Regional Coalition intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding Regional Coalition to enter into a contract with any Offeror or Proposer.
BACKGROUND

The Regional Coalition of LANL Communities, “Regional Coalition” was founded in 2011 and is comprised of seven municipalities and two pueblos surrounding Los Alamos National Laboratory (“LANL”). The goal of the Regional Coalition is to proactively address issues of the neighboring cities, counties and pueblos directly impacted by LANL site activities. By working together, regional governments are better poised to define the public interest and to work with DOE, NNSA, contractors and Congress to ensure that state and federal policies protect and promote local interests. The Regional Coalition was formed through a Joint Powers Agreement and all of the participating local governments provide funding for the Regional Coalition’s operating budget.

The Regional Coalition is focused on three specific issues:

1. Environmental remediation; monitoring the levels of funding provided for environmental cleanup and advocating for increased funding; and,
2. Regional economic development and site employment; working to train local residents for jobs available at LANL and creating economic opportunities around LANL.
3. Ensuring adequate federal funding for LANL; working in partnership with New Mexico’s Congressional Delegation to emphasize the importance of budget stabilization for our communities.

In furtherance of this mission, the Regional Coalition has adopted a strategic plan that focuses on four principal areas:

1. Site Mission/Mission Diversification/Economic Development
2. Environmental Stewardship
3. Communications and Engagement
4. Business Operations

The Regional Coalition is a policy-making forum, and thus, requires Executive Director Services that can bring together governments with varied interests and goals to develop and advocate for policies that address the needs and interests of the region. Given that the Board of Directors is comprised of elected officials, the contractor will also need to be well versed in local political issues and concerns.

The Regional Coalition is committed to exploring issues and identifying solutions that are broadly representative of the regional communities’ needs, interests and goals. The Board of Directors will seek to reach a broad consensus on policy matters, working collaboratively with the Department of Energy, Los Alamos National Laboratory, Congress, the regulatory agencies, site contractors and other community members as decisions are formulated and policies are implemented.

SCOPE OF WORK
The Contractor shall provide the following services:

1. Continue and build upon the Regional Coalition’s efforts as an effective advocacy organization.
2. Manage the organization and help ensure its legal and financial responsibilities are met.
3. Advise the Board of Directors on the group’s strategic direction and policies, including legislative strategies, to achieve the organizational mission. Make recommendations where appropriate.
4. Provide technical assistance to the organization. Summarize and analyze issues, and provide comment and advice as necessary or requested. Prepare technical memos and issue briefs as needed.
5. Serve as an independent facilitator for the Board meetings.
6. Develop and circulate agenda items and briefing memos for the Board meetings.
7. Prepare and distribute minutes of the Board meetings.

8. Make presentations to each participating members governing body, at least annually, or as requested by board members.


10. Negotiate and collaborate with outside entities, and convey and advocate for organizational policies, as directed by the Board.

11. Implement public information strategies on behalf of the organization.

12. Serve as spokesperson of the Regional Coalition with the Department of Energy, state and federal agencies, the media and the public.

13. Monitor regional and national issues and coordinate with outside agencies on issues affecting LANL.

14. Make monthly presentations to the Board and at other forums on a range of issues.

15. Represent the organization at national meetings as directed by the Board.

16. Prepare monthly updates on relevant congressional and DOE policies and actions.

17. Report progress on the strategic plan, and annually provide an updated plan for the Board’s discussion and approval.

18. Prepare the draft annual budget for approval by the Board, and implement as appropriate.

19. Generate supporting funds from a variety of sources to continue the operations of the Regional Coalition.

20. Provide monthly updates to the Board regarding progress.

21. Develop and present to the Board an Annual Report, detailing the prior year’s activities and achievements.

22. Other tasks that are identified and assigned by the Board.

**SERVICE COSTS:**

1. List monthly fixed fee and number of work hours to be provided exclusive of New Mexico gross receipts tax (NMGRT).

2. The Contractor may invoice for any travel costs incurred in the performance of this contract. (Such expenses are not considered to be covered by and included in the monthly fixed fee. Reimbursement of travel costs shall be subject to the annual budget as approved by the Board and shall be in accordance with the Regional Coalition’s travel policy resolution.)

3. Provide listing of all proposed services that will be included in the monthly fixed fee such as reproduction costs, internet services, mobile phone services, insurance, equipment and office expenses.

4. List any services that will be contractually provided by another party under the purview of the proposer, along with estimated cost.
TERM:
The initial term of the contemplated agreement shall be for two (2) years commencing from the date of entering into a contract. At the Regional Coalition's sole option, the term of the agreement may be further extended, in one-year increments for up to two (2) additional years, under the same terms and conditions. In no event, however, shall the term of the agreement, including any and all extensions, exceed four (4) years from the initial effective date of the agreement. The monthly fixed fee and other associated costs may be considered for an annual adjustment if such is warranted.

PROPOSAL FORMAT
In order to facilitate evaluation, please format your proposal in the same order indicated below. Proposals shall address the following items:

I. Introduction and Statement of Qualifications.
II. Proposal for building on the recent success of Regional Coalition in regards to:
   a. Firm's/Individual's experience in the field and with inter-governmental facilitation, coordination, and policy development.
   b. Discussion of experience and knowledge in the items identified in the mission statement and strategic plan.
   c. Discussion of your experience working with Pueblos and other sovereign governmental entities.
III. Organization and Capacity: Describe roles, resources and responsibilities and provide a statement about the capacity of the proposer to complete work described herein.
IV. List number of clients currently represented (internationally, nationally, and within the state of New Mexico)
V. List all members of company employed.
VI. Provide a listing of only individuals who will be directly involved with this service, including resumes, certifications and home office location of each key person.
VII. Provide a statement on capacity to complete the work listed herein.
VIII. Provide at least three letters of professional references.
IX. Provide Cost – fixed monthly, exclusive of NMGRT and reimbursable expenses.

PROPOSAL EVALUATION CRITERIA
Proposals will be evaluated on the following criteria and weighted points:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHTED POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications, Capacity &amp; Experience</td>
<td>60</td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>Cost</td>
<td>30</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

PROCUREMENT PREFERENCES
Preferences in purchasing by formal bid, or request for proposal or qualifications shall be in accordance with New Mexico Statutes, Section 13-1-21 NMSA 1978 et al.

SPECIAL CONDITIONS
Following award of the solicitation by the Board of the Regional Coalition, the successful Offeror will be required to execute a contract with the Regional Coalition in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit “A”. Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; the Regional Coalition may, but is not required to, negotiate changes in contract terms and provisions.
The Services Agreement as finally agreed upon must be in form and content acceptable to the Regional Coalition.

**CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit “B”, and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

**CAMPAIGN CONTRIBUTION FORM**
A CAMPAIGN CONTRIBUTION DISCLOSURE FORM is attached as Exhibit “C”. Upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

**CONTACT**
Prospective Offerors wishing additional information regarding this request for proposal should contact Los Alamos County Deputy Manager Steven Lynne, at (505) 662-8294 or e-mail questions to: steven.lynne@lacnm.us
Exhibit “A” SAMPLE AGREEMENT

This SERVICES AGREEMENT (this “Agreement”) is entered into by and between the Regional Coalition of LANL Communities, (“Regional Coalition”), and _____________________________, a ___ corporation (“Contractor”), to be effective for all purposes ______________.

WHEREAS, the Regional Coalition issued Request for Proposals No____________________ (“the “RFP”) on_______________________, requesting proposals for ____________________ services as described in the RFP;

WHEREAS, Contractor timely responded to the RFP by submitting a proposal, dated ____________________ (“Contractor’s Response”);

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful offeror for said services;

WHEREAS, Contractor will provide the following Services, as described below;

NOW THEREFORE, for and in consideration of the premises and the covenants contained herein, the Regional Coalition and Contractor agree as follows:

SECTION A. SERVICES:

1. Contractor Services.

2. Deliverables.

SECTION B. TERM: The term of this Agreement shall commence on or about ___ and shall continue for ___ year/s thereafter unless extended or sooner terminated as provided herein. [At the sole discretion of the Regional Coalition, this contract may be renewed for ___ additional one (1) year periods, under the same terms and conditions, contingent upon Regional Coalition appropriating funding.]

SECTION C. COMPENSATION:

1. Amount of Compensation. The Regional Coalition shall pay compensation for the performance of the Services an amount not to exceed ____________________($ ___________) which amount includes / does not include applicable New Mexico gross receipts taxes (NMGRT). [Compensation and reimbursable expenses shall be paid in accordance with the rate schedule set out in Attachment X, attached hereto and made a part hereof for all purposes.]

   a. Reimbursables – Travel mileage will be paid based on the Regional Coalition’s travel policy and annual budget.
2. **Invoices and Payment.** Contractor shall submit itemized monthly invoices to the Regional Coalition Treasurer showing the amount of compensation due, the amount of any NMGRT, and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be responsible for remittance of the NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of the Regional Coalition and will not be considered an employee of the Regional Coalition for any purpose. Contractor, its agents or employees shall make no representation that they are Regional Coalition employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the Regional Coalition’s name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind the Regional Coalition to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the Regional Coalition to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from the Regional Coalition, provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with a standard of care for performance of the Services that exceeds industry standards.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of the Regional Coalition as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the Regional Coalition. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the Regional Coalition.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the Regional Coalition for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to the Regional Coalition. Contractor shall assure that all subcontractors maintain like insurance.
Compliance with the terms and conditions of this Section is a condition precedent to the Regional Coalition’s obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. The Regional Coalition requires Certificates of Insurance or other evidence acceptable to the Regional Coalition that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name the Regional Coalition as an additional insured.

1. General Liability Insurance. $1,000,000 per occurrence; $2,000,000 aggregate.

2. Workers’ Compensation. In an amount as may be required by law. The Regional Coalition may immediately terminate this Agreement if Contractor fails to comply with the Worker’s Compensation Act and applicable rules when required to do so.

3. Automobile Liability Insurance for Contractor and its employees: An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

4. Professional Liability Insurance. $1,000,000 per occurrence; $2,000,000 aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least three (3) years thereafter.

SECTION J. RECORDS: Contractor shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by the Regional Coalition all records, books of account, memoranda, and other documents pertaining to the Regional Coalition at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of the Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, without regard to race, color, religion, sex, age, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend Regional Coalition, its members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys’ fees, of any kind or nature, arising from Contractor’s performance hereunder or breach hereof and the performance of Contractor’s employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither the Regional Coalition nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of the Regional Coalition.

SECTION P. LICENSES: Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor’s employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees 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 of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement.

SECTION R. TERMINATION:

1. Generally. The Regional Coalition may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of the Regional Coalition at the rate set out in Section C. Contractor shall render a final report of the services performed to the date of termination and shall turn over to the Regional Coalition all originals of all materials prepared pursuant to this Agreement.

2. Funding. This Agreement shall terminate without further action by the Regional Coalition on the first day of any Regional Coalition’s fiscal year for which funds to pay compensation hereunder are not appropriated by the Board of Directors. The Regional Coalition shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given up hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three days after deposit in the United States Mail:

Regional Coalition of LANL Communities: Contractor:

__________________________________________  _____________________________

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on the Regional Coalition until approved in writing by both the Regional Coalition and the Contractor.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

By:________________________   BY:______________________________________

_______________________, a _____ corporation

BY:______________________________________  DATE
Exhibit “B”

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

(1) I or We, _______________________________________________________ (the “Vendor”) hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:

(a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
(b) have, within a 5-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
(c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) have within a 5-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.

(2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.

(3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.

(4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor’s proposal or rescinding of a contract award.

________________________________________  __________________________________________
Date  Authorized Representative’s Signature

________________________________________
Print Name

________________________________________
Print Title
Exhibit “C”

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

ANY PROSPECTIVE CONTRACTOR MUST FILE THIS FORM WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.
"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contribution made to current elected members of the Board of the Regional Coalition of LANL Communities:

Contribution Made by:  
Relation to Prospective Contractor: _____  
Name of Applicable Public Official: _____  
Date Contribution(s) Made: _____  
Amount(s) of Contribution(s) _____  
Nature of Contribution(s) _____  
Purpose of Contribution(s) _____  
(The above fields are unlimited in size)

________________________________________  ________________________
Signature  Date

________________________________________
Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

________________________________________  ________________________
Signature  Date

________________________________________
Title (position)
Memorandum

TO: Harry Burgess, County Manager
FR: Helen Perraglio, Chief Financial Officer
    David Griego, Senior Management Analyst
DATE: February 21, 2018
RE: Regional Coalition of LANL Communities (RCLC) Review

Per your request, we have performed a review of payments from RCLC with Los Alamos County as fiscal agent, to ANDREA ROMERO CONSULTING, LLC for fiscal year 2017 to date, with a focus on reimbursable payments. We have also reviewed reimbursement payments to ALICE LUCERO and the CITY OF SANTA FE as these were the only other reimbursements paid out during the timeframe of this review.

Below is a summary of the scope, procedures performed, findings noted, and recommendations from our office.

I. SCOPE:
   1. Conduct detailed audit of all payments for this fiscal year and prior fiscal year comparing the totals paid to the estimated totals that should have been paid to ANDREA ROMERO CONSULTING, LLC.
   2. Conduct detailed audit of all payments for this fiscal year and prior fiscal year comparing the totals paid to the estimated totals that should have been paid to ALICE LUCERO.
   3. Conduct detailed audit of all payments for this fiscal year and prior fiscal year comparing the totals paid to the estimated totals that should have been paid to CITY OF SANTA FE.

II. PROCEDURES:
   1. Pulled all reimbursement payments and attached supporting documentation from July 1, 2016 – February 1, 2018.
   2. Reviewed ANDREA ROMERO CONSULTING, LLC Agreement No. 16-01, for Executive Director Services for the RCLC.
3. Reviewed RCLC Resolution No. 2012-03, Regional Coalition Travel Policies and Budget.
4. Reviewed Resolution No. 2012-01, Bylaws of the RCLC, and Proposed Changes to RCLC Bylaws that may have been adopted at a later date (no adoption date noted).
5. Reviewed the Joint Powers Agreement (JPA) establishing the RCLC.
6. Reviewed a sample of minutes from RCLC meetings to seek clarification on certain items.
7. Compared fourteen (14) payments for Reimbursable Expenses submitted by ANDREA ROMERO CONSULTING, LLC for compliance with Agreement No. 16-01, and RCLC Resolution No. 2012-03 for the time period noted above.
8. Pulled a sample of three (3) regular payments to ANDREA ROMERO CONSULTING, LLC out of nineteen (19) for the time period noted above for review of compliance with Agreement No. 2012-03.
9. Compared two (2) payments for Reimbursable Expenses submitted by ALICE LUCERO for compliance with Agreement No. 16-01, and RCLC Resolution No. 2012-03 for the time period noted above.
10. Compared three (3) payments for Reimbursable Expenses submitted by CITY OF SANTA FE for compliance with Agreement No. 16-01, and RCLC Resolution No. 2012-03 for the time period noted above.

III. FINDINGS:
1. Overall – we found issues with all nineteen (19) reimbursable payments referenced in Section II. 7, 9, and 10 above. In general, the Travel Policies in Resolution No. 2012-03, were not followed in the following manner:
   a. No documentation of pre-authorization of out of state travel reimbursement requests were included with supporting documentation as required in Section IV, Authorization for Travel and Training, “A staff member may incur expenses for pre-approved training programs, conferences, and professional meetings… for out of state travel and training…approval is required by the Board”. These may have been included in meeting minutes, but were not provided as support for reimbursement.
   b. Actual meal receipts were provided in lieu of per diem allowances for meals. Refer to Section VII. a) Per Diem Meal Allowance, page 5, in which all claims for meal reimbursements should have been submitted via approved meal allowance rates.
   c. We could not locate language in either resolution or agreement that would allow for the submission of meal reimbursements paid for business associates or for certain Board events and functions.
Several claims of this nature did not include itemized receipts, or were not substantiated with pre-authorized approvals.

2. Direct violation of Resolution 2012-03, Section VIII., Specifically Prohibited Expenses:
   a. One (1) instance in which a reimbursement of alcoholic beverages was submitted and paid. In another instance, we later discovered an itemized receipt for the Bull Ring that was not attached to supporting documentation we audited, but which also appears to have included alcoholic beverages.
   b. We noted a purchase of twelve (12) Major League Baseball tickets that should have been prohibited entertainment and recreation expenses.
   c. There were several other reimbursements that we could not ascertain whether they were direct violations or not due to a lack of itemized meal receipts provided, (i.e. no supporting detail of items purchased).

3. Summary of Audit Review and Adjustments:
   a. Please refer to Attachment A1-A5 – Review and Compliance Matrix for ANDREA ROMERO CONSULTING, LLC. This is a summary of what we considered to be allowable versus disallowed reimbursements. In several cases, ANDREA ROMERO CONSULTING, LLC miscalculated claims, or Los Alamos County inadvertently missed a payment for a claim that was submitted. The Matrix captures the net effect of the errors.

   Total Reimbursable Claims as Approved and Paid totaled $29,099.74. Summary of Claims as Audited and Recommended for Adjustment totaled $26,852.84. Therefore we believe that RCLC is owed $2,246.90 back in order to remedy non-compliance with the Travel Policies. However, we do not know if ANDREA ROMERO CONSULTING, LLC was reimbursed any per diem or if there were other circumstances in which these would not be considered for reimbursement (for example, deduction for meals that may have been provided by a conference or meals paid for by someone else other than ANDREA ROMERO CONSULTING, LLC).

   b. Please refer to Attachment B1-B5 – Review and Compliance Matrix for ALICE LUCERO. This is a summary of what we considered to be allowable versus disallowed reimbursements. The Matrix captures the net effect of the errors.

   Total Reimbursable Claims as Approved and Paid totaled $4,013.43. Summary of Claims as Audited and Recommended for
Adjustment totaled $4,424.97. Therefore we believe that ALICE LUCERO may be owed $411.54 in order to remedy non-compliance with the Travel Policies. However, we do not know if Board Member Alice Lucero was reimbursed any per diem by the City of Espanola, or if there were other circumstances in which these would not be considered for reimbursement (for example, deduction for meals that may have been provided by a conference or meals paid for by someone else other than ALICE LUCERO).

c. Please refer to Attachment C1-C5 – Review and Compliance Matrix for CITY OF SANTA FE. This is a summary of what we considered to be allowable versus disallowed reimbursements. The Matrix captures the net effect of the errors.

Total Reimbursable Claims as Approved and Paid totaled $4,637.68. Summary of Claims as Audited and Recommended for Adjustment totaled $5,063.11. Therefore we believe that CITY OF SANTA FE may be owed $425.43 in order to remedy non-compliance with the Travel Policies. However, we do not know if Board Member Javier Gonzales was reimbursed any per diem by the CITY OF SANTA FE, or if there were other circumstances in which these would not be considered for reimbursement (for example, deduction for meals that may have been provided by a conference or meals paid for by someone else other than the CITY OF SANTA FE).

4. There was no language located in the Bylaws under Resolution No. 2012-01 or in the Proposed Changes to RCLC Bylaws, the Travel Policies and Budget under Resolution No. 2012-03, or within the JPA that gives the Fiscal Agent responsibility for approval of expenditures. We found conflicting language in the services agreement under Section C., 2. with ANDREA ROMERO CONSULTING, LLC that states “Contractor shall submit itemized monthly invoices to the County of Los Alamos...”.

   a. All reimbursements submitted for payment were provided to the Fiscal Agent, Los Alamos County primarily, who then sought approval from the Treasurer of RCLC. All invoices were signed by Andrea Romero, and County staff attached email approvals by the RCLC Treasurer for these payments. County staff also notated approval for payment for submission through the Los Alamos County Accounts Payable office.

   b. After review of Meeting Minutes of the RCLC dated August 17, 2012, Los Alamos County staff recommended the Board authorize an individual/s to authorize expenditures for the RCLC. The minutes state that the board decided a long-term financial policy needed to be drafted. We did not locate any such policy during the review. The only language that provides responsibility over
disbursements was located Under Article III. Section F., Number 3., in that the Secretary/Treasurer, “Shall have oversight of Regional Coalition funds and assets. He/she shall review accounts of receipts, disbursements and deposits of all Regional Coalition monies…”. Also, the language in item F. within the Proposed Changes to Bylaws, if adopted, remained the same. It appears there may have been a misunderstanding of who was responsible for thorough review and authorization of payments from the RCLC which could have contributed to the disallowed expenses being paid.

5. We discovered that reimbursable expenses paid in the Calendar Year 2016 were not included as non-employee compensation on the Form 1099-MISC issued to ANDREA ROMERO CONSULTING, LLC, as these had been erroneously flagged in the vendor maintenance record.
   a. Upon further review it appears that Los Alamos County staff thought the reimbursements were not subject to 1099 reporting requirements because they were called out separately in the services agreement, and are normally not included for employees. However, because ANDREA ROMERO CONSULTING, LLC is not an employee of the RCLC, all payments including reimbursements are considered non-employee compensation for 1099 reporting purposes.

IV. RECOMMENDATIONS:

Los Alamos County Finance staff recommends the RCLC Board consider the following recommendations and possible action:

1. To ensure compliance with the Travel Policy, all Board Members and Staff, including Contract Staff that may be affected by the policy, should certify they have been presented with the policy and have read it in its entirety.
   a. The Board might also consider excluding Contract Staff under the scope of the Travel Policy, and address Travel Reimbursements under the contractor’s services agreement directly.
2. The Travel Policy should be signed by the Secretary/Treasurer.
3. Travel Policy language should be reviewed and revised as necessary to eliminate any possible language that may be unclear or contradictory, and further specify that actual meal reimbursements are disallowed under this policy.
4. The Board should adopt a separate Discretionary Expense Policy as supported by Article II, Section D of the Bylaws. The policy should include specific language regarding authorized expenditures for specific RCLC events, such as Board meetings, refreshments, snacks, or special events. Currently, there is no policy language that supports the reimbursement of
the Executive Director for these types of expenses. This would avoid reimbursements of this nature to be considered under the Travel Policy – we recommend keeping those policies separate.

5. In reference to Section IV, 4 above, establish spending limits and restrictions, and specifically state expenditures that are disallowed.

6. Travel Reimbursement Forms should be developed and approved by the RCLC Board and incorporated into travel reimbursement procedures. Travel reimbursement request forms will establish internal controls and minimize the risk of non-compliance.

7. In order to avoid any conflicting travel policies from varying Coalition member entities, those entities should arrange for Board Member travel and reimbursement under their own jurisdictions’ policies. We then recommend, that RCLC reimburse the member entity for that approved travel. Language should be drafted in the RCLC Travel Policy to accomplish this change. Reasons to consider this policy change:
   a. This would simplify Board Member travel in that they would not need to follow varying travel policies.
   b. This would eliminate the risk of any duplication of travel claims between the Board Member’s entity and the RCLC.
   c. This would increase efficiencies in the audit, review and approval process to help ensure compliance with policy.
   d. This further supports that the entity is the member of the RCLC under the JPA, and reduces the need to involve individual Board Members in the event that a future review reveals reimbursements are due either to RCLC or vice versa.

8. If the proposed change referenced in Section IV, 7 above is not adopted, then we recommend for Board Members that are reimbursed directly from RCLC under RCLC Travel Policy, include a certification statement that the Board Member has not and will not seek reimbursement from any other source. This would ensure that a Board Member is not reimbursed for the same travel event from both entities. This can be accomplished by the use of a Board Travel Reimbursement Form.

9. Review and revise the language in the ANDREA ROMERO CONSULTING, LLC Services Agreement to include all business expenses into the overall fixed fee.

10. Any special projects agreed to be purchased/performed and paid for by the RCLC that are not identified specifically in the contract, should be invoiced directly to RCLC and not paid for by ANDREA ROMERO CONSULTING, LLC and then submitted for reimbursement. Payments to contractor are subject to 1099 reporting as non-employee compensation.

11. To avoid the appearance of duplicate mileage reimbursement claims, staff from ANDREA ROMERO CONSULTING, LLC should indicate on the claim form that both staff individuals traveled separately to the same event. If traveled together, only one claim can be submitted.

12. All invoices and reimbursement requests should be submitted directly to the RCLC Treasurer for review of compliance with policy and approval.
Once approved by the Treasurer, the Treasurer should then correspond with the designated contact of the Fiscal Agent to proceed with payment.

13. As noted in the August 17, 2012 minutes, a long term financial policy or other form of agreement should be drafted to clarify roles and responsibilities of the RCLC and the Fiscal Agent.

14. We recommend the re-issuance of the 2016 Form 1099-MISC to ANDREA ROMERO CONSULTING, LLC to include all reimbursable expenses that were paid out and should have been included as non-employee compensation. Going forward, all payments to contractor are subject to 1099 requirements to be reported as non-employee compensation.

15. Revise the language in the ANDREA ROMERO CONSULTING, LLC Services Agreement to remove Los Alamos County under Section C. Compensation, 1. and 2., and clarify that the RCLC shall pay compensation and that itemized monthly invoices shall be submitted directly to the RCLC Treasurer showing amount of compensation due.

Finally, we recommend that the Los Alamos County staff’s function in the future would be to perform a secondary review of any payment requests, only after the Treasurer’s authorization to approve. Los Alamos County staff should communicate any issues noted back to the Treasurer prior to release of payment in order to correct any items as necessary. Los Alamos County staff, if requested, could provide training to the Executive Director, and/or the Treasurer on how to ensure invoices and reimbursement claims comply with RCLC policies. In addition, Los Alamos County staff could help to prepare travel reimbursement forms for the RCLC that meet the requirements of the Travel Policy to aid in the submission and payment of reimbursable travel expenses.
<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Check No.</th>
<th>Check Date</th>
<th>Check Amount</th>
<th>Invoice Description</th>
<th>Reimbursement Type (As Approved and Paid)</th>
<th>Check Total</th>
<th>Check Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>349335</td>
<td>7/5/2016</td>
<td>845.82</td>
<td>FY16 Travel (June 2016) - Paid in FY17</td>
<td>In State Travel Mileage - 246.78</td>
<td>74.04</td>
<td>845.82</td>
</tr>
<tr>
<td></td>
<td>350195</td>
<td>8/11/2016</td>
<td>418.82</td>
<td>Jul 2016 Reimbursable Expenses</td>
<td>Incidental Allowance - 80.37</td>
<td>418.82</td>
<td></td>
</tr>
<tr>
<td></td>
<td>350945</td>
<td>9/13/2016</td>
<td>1,281.82</td>
<td>Aug 2016 Reimbursable Expenses</td>
<td>Airfare - 404.36</td>
<td>1,281.82</td>
<td></td>
</tr>
<tr>
<td></td>
<td>351635</td>
<td>10/11/2016</td>
<td>818.16</td>
<td>Sep 2016 Reimbursable Expenses</td>
<td>Parking-Shuttle-Taxi - 765.57</td>
<td>818.16</td>
<td></td>
</tr>
<tr>
<td></td>
<td>352217</td>
<td>11/8/2016</td>
<td>505.56</td>
<td>Oct 2016 Reimbursable Expenses</td>
<td>Registration Fees - 159.66</td>
<td>150.62</td>
<td>505.56</td>
</tr>
<tr>
<td></td>
<td>354391</td>
<td>2/23/2017</td>
<td>992.71</td>
<td>Jan 2017 Reimbursable Expenses</td>
<td>Hotel - Lodging - 55.00</td>
<td>992.71</td>
<td></td>
</tr>
<tr>
<td></td>
<td>354712</td>
<td>3/9/2017</td>
<td>2,651.59</td>
<td>Feb 2017 Reimbursable Expenses</td>
<td>Actual Meals - 837.56</td>
<td>2,651.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td>355158</td>
<td>3/30/2017</td>
<td>1,536.44</td>
<td>Feb 2017 Reimbursable Expenses</td>
<td>In State Per Diem Meals - 300.00</td>
<td>1,536.44</td>
<td></td>
</tr>
<tr>
<td></td>
<td>356085</td>
<td>5/11/2017</td>
<td>1,578.16</td>
<td>Mar &amp; Apr 2017 Reimbursable Expenses</td>
<td>Out State Per Diem Meals - 477.97</td>
<td>1,578.16</td>
<td></td>
</tr>
<tr>
<td></td>
<td>356853</td>
<td>6/8/2017</td>
<td>1,143.65</td>
<td>May 2017 Reimbursable Expenses</td>
<td>In State Per Diem Meals - 20.00</td>
<td>1,143.65</td>
<td></td>
</tr>
<tr>
<td></td>
<td>358358</td>
<td>8/3/2017</td>
<td>218.62</td>
<td>Jan 2017 Reimbursable Expenses</td>
<td>Incidental Allowance - 93.73</td>
<td>218.62</td>
<td></td>
</tr>
<tr>
<td></td>
<td>358019</td>
<td>8/10/2017</td>
<td>4,476.81</td>
<td>Jul 2017 Reimbursable Expenses</td>
<td>In State Per Diem Meals - 458.60</td>
<td>3,460.29</td>
<td>4,476.81</td>
</tr>
<tr>
<td></td>
<td>359562</td>
<td>10/5/2017</td>
<td>9,665.73</td>
<td>Aug 2017 Reimbursable Expenses</td>
<td>Out State Per Diem Meals - 523.45</td>
<td>9,665.73</td>
<td></td>
</tr>
<tr>
<td></td>
<td>360177</td>
<td>11/2/2017</td>
<td>2,965.85</td>
<td>Sep 2017 Reimbursable Expenses</td>
<td>Out State Per Diem Meals - 389.45</td>
<td>2,965.85</td>
<td></td>
</tr>
<tr>
<td></td>
<td>361898</td>
<td>11/8/2017</td>
<td>2,756.34</td>
<td>Nov 2017 Reimbursable Expenses</td>
<td>Registration Fees - 295.00</td>
<td>2,756.34</td>
<td></td>
</tr>
<tr>
<td></td>
<td>362756</td>
<td>11/30/2017</td>
<td>720.00</td>
<td>Dec 2017 Reimbursable Expenses</td>
<td>Actual Meals - 974.78</td>
<td>12,978.42</td>
<td>17,108.39</td>
</tr>
</tbody>
</table>

**TOTAL**: 11,145.53

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Check No.</th>
<th>Check Date</th>
<th>Check Amount</th>
<th>Invoice Description</th>
<th>Reimbursement Type (As Approved and Paid)</th>
<th>Check Total</th>
<th>Check Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>358180</td>
<td>2/10/2018</td>
<td>2,678.32</td>
<td>-</td>
<td>-</td>
<td>2,678.32</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>358200</td>
<td>2/10/2018</td>
<td>300.00</td>
<td>-</td>
<td>-</td>
<td>300.00</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>358220</td>
<td>2/10/2018</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>359562</td>
<td>10/5/2017</td>
<td>4,476.81</td>
<td>Jul 2017 Reimbursable Expenses</td>
<td>In State Per Diem Meals - 458.60</td>
<td>3,460.29</td>
<td>4,476.81</td>
</tr>
<tr>
<td></td>
<td>359562</td>
<td>10/5/2017</td>
<td>9,665.73</td>
<td>Aug 2017 Reimbursable Expenses</td>
<td>Out State Per Diem Meals - 523.45</td>
<td>9,665.73</td>
<td></td>
</tr>
<tr>
<td></td>
<td>360177</td>
<td>11/2/2017</td>
<td>2,965.85</td>
<td>Sep 2017 Reimbursable Expenses</td>
<td>In State Per Diem Meals - 389.45</td>
<td>2,965.85</td>
<td></td>
</tr>
<tr>
<td></td>
<td>361898</td>
<td>11/30/2017</td>
<td>2,756.34</td>
<td>Nov 2017 Reimbursable Expenses</td>
<td>Registration Fees - 295.00</td>
<td>2,756.34</td>
<td></td>
</tr>
<tr>
<td></td>
<td>362756</td>
<td>11/30/2017</td>
<td>720.00</td>
<td>Dec 2017 Reimbursable Expenses</td>
<td>Actual Meals - 974.78</td>
<td>12,978.42</td>
<td>17,108.39</td>
</tr>
</tbody>
</table>

**TOTAL**: 17,108.39

**GRAND TOTAL**: 29,099.74
<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Check No.</th>
<th>Check Date</th>
<th>Check Amount</th>
<th>Invoice Description</th>
<th>Evidence of Travel Pre Authorization</th>
<th>In State Travel Mileage</th>
<th>In State Per Diem Meals</th>
<th>Out State Per Diem Meals</th>
<th>Incidental Allowance</th>
<th>Airfare Itemized Receipt</th>
<th>Parking-Shuttle-Taxi Receipt</th>
<th>Registration Fee</th>
<th>Hotel Itemized Receipt</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>34935</td>
<td>7/5/2016</td>
<td>845.82</td>
<td>FY16 Travel (June 2016) - Paid in FY17</td>
<td>Not Provided</td>
<td>mileage miscalculated</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>n/a</td>
<td>Ok</td>
<td>n/a</td>
</tr>
<tr>
<td></td>
<td>350195</td>
<td>8/11/2016</td>
<td>418.82</td>
<td>Reimburseable Expenses</td>
<td>Not Provided</td>
<td>mileage miscalculated</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td></td>
<td>350495</td>
<td>9/13/2016</td>
<td>1,281.82</td>
<td>Reimburseable Expenses</td>
<td>Not Provided</td>
<td>Ok</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Ok</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>351635</td>
<td>10/11/2016</td>
<td>818.16</td>
<td>Reimburseable Expenses</td>
<td>Not Provided</td>
<td>possible mileage duplication</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>Ok</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>352217</td>
<td>11/8/2016</td>
<td>505.56</td>
<td>Reimburseable Expenses</td>
<td>Not Provided</td>
<td>possible mileage duplication</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>354391</td>
<td>2/23/2017</td>
<td>992.71</td>
<td>Reimburseable Expenses</td>
<td>Not Provided</td>
<td>possible mileage duplication</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>354712</td>
<td>3/9/2017</td>
<td>2,651.59</td>
<td>Reimburseable Expenses</td>
<td>Not Provided</td>
<td>possible mileage duplication</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>Ok</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>355138</td>
<td>3/30/2017</td>
<td>1,536.44</td>
<td>Reimburseable Expenses</td>
<td>Not Provided</td>
<td>Ok</td>
<td>Not Claimed</td>
<td>Yes</td>
<td>Not Claimed</td>
<td>Yes</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>356085</td>
<td>5/11/2017</td>
<td>1,578.16</td>
<td>Reimburseable Expenses</td>
<td>Not Provided</td>
<td>possible mileage duplication</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>Yes</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>356053</td>
<td>6/8/2017</td>
<td>1,143.65</td>
<td>Reimburseable Expenses</td>
<td>Not Provided</td>
<td>possible mileage duplication</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>Yes</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>358358</td>
<td>8/3/2017</td>
<td>218.62</td>
<td>Reimburseable Expenses</td>
<td>Not Provided</td>
<td>possible mileage duplication</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>11,145.53</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 2017        | 358509    | 8/10/2017  | 4,476.81     | Reimburseable Expenses | Not Provided | mileage miscalculated | Not Claimed | Not Claimed | Not Claimed | Yes | n/a | n/a |
|             | 359582    | 10/5/2017  | 9,665.73     | Reimburseable Expenses | Not Provided | possible mileage duplication | Not Claimed | Not Claimed | Not Claimed | Yes | Yes | n/a |
|             | 360177    | 11/2/2017  | 2,965.85     | Reimburseable Expenses | Not Provided | possible mileage duplication | Not Claimed | Not Claimed | Not Claimed | Yes | Yes | No Receipt or Invoice Provided |
| **TOTAL**   |           |            | **17,108.39**|                     |                       |                           |                      |                        |                      |                        |                        |                        |                   |

<p>| <strong>GRAND TOTAL</strong> |           |            | <strong>29,293.94</strong>|                     |                       |                           |                      |                        |                      |                        |                        |                        |                   |</p>
<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Check No.</th>
<th>Check Date</th>
<th>Check Amount</th>
<th>Invoice Description</th>
<th>Reimbursement Type (Audited-Adjusted)</th>
<th>Actual Meals-Entertainment-Other</th>
<th>Adjusted Total</th>
<th>Difference Due To / (Due From)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>349335</td>
<td>7/5/2016</td>
<td>845.82</td>
<td>FY16 Travel (June 2016) - Paid in FY17</td>
<td>FY16 Travel (June 2016) - Paid in FY17</td>
<td>230.58</td>
<td>50.00</td>
<td>8.00</td>
</tr>
<tr>
<td>2017</td>
<td>350195</td>
<td>8/11/2016</td>
<td>418.82</td>
<td>Jan 2017 Reimbursable Expenses</td>
<td>Jan 2017 Reimbursable Expenses</td>
<td>338.45</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>350945</td>
<td>9/13/2016</td>
<td>1,281.82</td>
<td>Aug 2016 Reimbursable Expenses</td>
<td>Aug 2016 Reimbursable Expenses</td>
<td>111.89</td>
<td>50.00</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>351635</td>
<td>10/11/2016</td>
<td>818.16</td>
<td>Sep 2016 Reimbursable Expenses</td>
<td>Sep 2016 Reimbursable Expenses</td>
<td>448.95</td>
<td>50.00</td>
<td>360.00</td>
</tr>
<tr>
<td></td>
<td>352217</td>
<td>11/8/2016</td>
<td>505.56</td>
<td>Oct 2016 Reimbursable Expenses</td>
<td>Oct 2016 Reimbursable Expenses</td>
<td>319.57</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>354391</td>
<td>2/23/2017</td>
<td>841.66</td>
<td>Jan 2017 Reimbursable Expenses</td>
<td>Jan 2017 Reimbursable Expenses</td>
<td>385.63</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>354712</td>
<td>3/9/2017</td>
<td>1,765.64</td>
<td>Feb 2017 Reimbursable Expenses</td>
<td>Feb 2017 Reimbursable Expenses</td>
<td>281.40</td>
<td>-</td>
<td>420.00</td>
</tr>
<tr>
<td></td>
<td>355158</td>
<td>3/30/2017</td>
<td>1,476.70</td>
<td>Mar &amp; Apr 2017 Reimbursable Expenses</td>
<td>Mar &amp; Apr 2017 Reimbursable Expenses</td>
<td>58.85</td>
<td>-</td>
<td>480.00</td>
</tr>
<tr>
<td></td>
<td>356085</td>
<td>5/11/2017</td>
<td>834.88</td>
<td>May 2017 Reimbursable Expenses</td>
<td>May 2017 Reimbursable Expenses</td>
<td>477.97</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>356853</td>
<td>6/8/2017</td>
<td>834.88</td>
<td>Jun 2017 Reimbursable Expenses</td>
<td>Jun 2017 Reimbursable Expenses</td>
<td>220.73</td>
<td>-</td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td>358358</td>
<td>8/3/2017</td>
<td>218.62</td>
<td>Jul 2017 Reimbursable Expenses</td>
<td>Jul 2017 Reimbursable Expenses</td>
<td>93.73</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>11,145.53</td>
<td></td>
<td></td>
<td>2,737.17</td>
<td>100.00</td>
<td>1,560.00</td>
</tr>
<tr>
<td>2018</td>
<td>358509</td>
<td>8/10/2017</td>
<td>4,454.02</td>
<td>Jul 2017 Reimbursable Expenses</td>
<td>Jul 2017 Reimbursable Expenses</td>
<td>150.44</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>359582</td>
<td>10/5/2017</td>
<td>8,586.79</td>
<td>Aug 2017 Reimbursable Expenses</td>
<td>Aug 2017 Reimbursable Expenses</td>
<td>548.06</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>360177</td>
<td>11/2/2017</td>
<td>2,098.74</td>
<td>Sep 2017 Reimbursable Expenses</td>
<td>Sep 2017 Reimbursable Expenses</td>
<td>116.31</td>
<td>-</td>
<td>420.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>17,108.39</td>
<td></td>
<td></td>
<td>814.81</td>
<td>-</td>
<td>420.00</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td>29,095.74</td>
<td></td>
<td></td>
<td>3,762.56</td>
<td>150.00</td>
<td>1,980.00</td>
</tr>
<tr>
<td>Item</td>
<td>Summary as Approved and Paid</td>
<td>Summary as Audited and Adjusted</td>
<td>Difference</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>------------------------------</td>
<td>----------------------------------</td>
<td>------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In State Travel Mileage</td>
<td>3,739.91</td>
<td>3,782.56</td>
<td>42.65</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In State Per Diem Meals</td>
<td>-</td>
<td>150.00</td>
<td>150.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out State Per Diem Meals</td>
<td>300.00</td>
<td>1,980.00</td>
<td>1,680.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incidental Allowance</td>
<td>-</td>
<td>258.00</td>
<td>258.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Airfare</td>
<td>2,756.34</td>
<td>2,692.48</td>
<td>63.86</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking - Shuttle - Taxi</td>
<td>607.92</td>
<td>742.87</td>
<td>134.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registration Fees</td>
<td>1,219.48</td>
<td>1,324.48</td>
<td>105.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel - Lodging</td>
<td>5,248.64</td>
<td>5,812.47</td>
<td>563.83</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual Meals - Entertainment - Other</td>
<td>15,227.45</td>
<td>10,109.98</td>
<td>(5,117.47)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>29,099.74</strong></td>
<td><strong>26,852.84</strong></td>
<td><strong>(2,246.90)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY OF AUDIT ADJUSTMENTS**

- **Disallow:** $16.19 from miscalculated mileage on Check #349335
  - Add: $58.85 from missed claim on Check #355158

- **Observation:** On several mileage claims, it appears that both ARC Staff may have traveled together to the same meeting/event and claimed mileage twice. If driving separately, claimant should specifically indicate so on claim.

- **Add:** $150.00 - Not claimed, but eligible claim per travel policy. Per diem based on what is reasonably assumed a full day of events.
  - **Disallow:** $577.60 - Check #354394 did not provide airfare receipt.
  - **Add:** $513.74 - Check #355158 did not include approved claim.

- **Add:** $40.07 - Math error on ARC invoice. Claimed, but not paid on Check #356853.
  - **Add:** $400.00 - Math error on ARC invoice. Claimed, but not paid on Check #360177.

- **Add:** $625.17 - Check #355158 did not include approved claim. Hotel Room Service Charges
  - **Disallow:** $61.34 - Actual expenses disallowed for meals (See Detail Schedule in Attachment A-5)
DETAILED SCHEDULE OF DISALLOWED CLAIMS THAT WERE NOT PAID EITHER DUE TO LAC PROCESSING ERROR OR ARC CALCULATION ERROR:

Check #354935- $45.96
$31.19 - Actual Meal Cafetorium-Meeting with Patrick Woerhle - No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$14.77 - Lunch elf Parasol Río Arriba Leadership Summit - No itemized receipt provided-Actual Meal Expense Reimbursement not supported by the Travel Policy

Check #350195- $63.27
$37.75 - Lunch La Cocina-with Mayor Alice-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$18.56 - Lunch Blue Window Bistro-with Dave Lyons No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$6.96 - Lunch El Parasol with Henry Royal-Actual meal expense not supported by the Travel Policy

Check #351635 - $95.73
$11.27 - Black Mesa Coffee Co. Beverages and snacks not allowed by the Travel Policy
$9.35 - Dinner Cibo Express-Actual meal expense not supported by the Travel Policy
$49.09 - Lunch-Gabriel's Restaurant with Patrick W LANL-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$26.02 - Dinner-Paper Dosa with Brian Crone Rep. Lujan- No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

Check #355221 - $75.44
$10.82 - Party City Tablecloth for EM Solicitor Breakfast-covered by Contract Services Agreement
$35.59 - Lunch La Posada with Kathy Keith LANL-CPO-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$29.03 - Lunch La Posada with Justin Greene, review of CPO-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

Check #354919 - $55.00
$50.01 - Sprouts RCLC Meeting Breakfast - No Receipt Provided
$4.99 - Whole Foods RCLC Meeting Breakfast - No Receipt Provided

Check #354712 - $1,357.95
$9.13 - Lunch-National Gallery of Art-Actual meal expense not supported by the Travel Policy
$8.57 - Breakfast-Cornilda Buena, Abq Int Airport-Actual meal expense not supported by the Travel Policy
$791.25 - Dinner-Casa Luca RCLC/CA group meal-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$8.80 - Lunch-Amsterdam Falafelshop-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$50.00 - Dinner-Chaplins Restaurant-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$1.70 - Coffee-Sodexo Beverages and snacks not allowed by the Travel Policy
$9.32 - Breakfast-West Wing Café-Actual meal expense not supported by the Travel Policy
$311.07 - Lunch-Thunder Grill group-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$197.12 - Dinner-Momofuku HDC-RCLC group meal-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$35.00 - Dinner-Hank's Oyster Bar-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$9.13 - Lunch-National Gallery of Art Café-Duplicate Claim-Actual meal expense not supported by the Travel Policy
$8.80 - Lunch-Falafelshop-Actual meal expense not supported by the Travel Policy
$9.13 - Lunch-National Gallery of Art Café-Duplicate Claim-Actual meal expense not supported by the Travel Policy
$44.48 - Dinner-Art & Soul Restaurant-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$9.66 - Breakfast-West Wing Café-Actual meal expense not supported by the Travel Policy
$1.70 - Coffee-Sodexo Cafeteria-Actual meal expense not supported by the Travel Policy
$4.00 - Tea-Art Bar-Actual meal expense not supported by the Travel Policy
$18.40 - Dinner-Hank's Oyster Bar-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$9.53 - Lunch-TGI Friday's-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

Check #354895 - $72.65
$46.34 - Lunch Gabriel's Restaurant-with Patrick Woerhle LANL-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$26.31 - Lunch La Cocina Restaurant with Rosemary Maestas, LANL-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

Check #358609 - $22.79
$22.79 - Lunch Gabriel's Restaurant-Santa Fe lunch with Patrick Woerhle-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

Check #359582 - $1,078.94
$286.78 - Dinner-Bull Ring-meeting w Mayor Gonzales, Harris Walker(NNSA)-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$57.53 - Vino Volo-travel to WA-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$10.28 - Tallwind Concessions-travel to Abq-Actual meal expense not supported by the Travel Policy
$307.00 - MLB.com Nationals Game in DC (12 tickets)-Entertainment expense reimbursement not supported by the Travel Policy
$396.26 - Dinner El Parasol EM & Board members-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$21.09 - Lunch-SF Bar & grill lunch w Patrick Woerhle-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

Check #360177 - $2,249.74
$1,850.95 - Dinner-Casa Luca 16 person RCLC Dinner-purchase of alcohol disallowed-actual meal expense reimbursement not supported by the Travel Policy
$205.79 - The Printers of Santa Fe - No Receipt provided
$52.00 - Dinner-Jaleo-meal in DC-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$93.00 - Lunch-The Alibi DC-travel lunch mtg-No itemized receipt provided-Image of receipt truncated-actual meal expense reimbursement not supported by the Travel Policy
$18.00 - Dinner-National Park VA Country Stadium-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$15.00 - Breakfast-Sky Canyon (12 tickets)-Actual meal expense not supported by the Travel Policy
$21.09 - Lunch-SF Bar & grill lunch w Patrick Woerhle-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

DETAILED SCHEDULE OF PREVIOUSLY PAID, BUT DISALLOWED CLAIMS - $5,117.47

Check #349335 - $15.82 - Breakfast-The Range Café-Claim was presented but miscalculated by ARC-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$12.80 - Dinner-Dirty Habit, DC-Claim was presented but miscalculated by ARC-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$20.94 - Lunch-Capitol Hill Crab Cake-Claim was presented but miscalculated by ARC-Actual meal expense not supported by the Travel Policy
$15.00 - Breakfast-Sky Canyon (12 tickets)-Actual meal expense reimbursement not supported by the Travel Policy
$18.00 - Dinner-National Park VA Country Stadium-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$93.00 - Lunch-The Alibi DC-travel lunch mtg-No itemized receipt provided-Image of receipt truncated-actual meal expense reimbursement not supported by the Travel Policy
$52.00 - Dinner-Jaleo-meal in DC-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$205.79 - The Printers of Santa Fe - No Receipt provided
$1,850.95 - Dinner-Casa Luca 16 person RCLC Dinner-purchase of alcohol disallowed-actual meal expense reimbursement not supported by the Travel Policy
$396.26 - Dinner-El Parasol EM & Board members-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$307.00 - MLB.com Nationals Game in DC (12 tickets)-Entertainment expense reimbursement not supported by the Travel Policy
$10.28 - Tailwind Concessions-meal travel to Abq-Actual meal expense not supported by the Travel Policy
$57.53 - Vino Volo-travel to WA-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$22.79 - Lunch-Gabriel's Restaurant-Santa Fe lunch with Patrick Woerhle-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$26.31 - Lunch-La Cocina Restaurant-with Rosemary Maestas, LANL-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$46.34 - Lunch-Gabriel's Restaurant-with Patrick Woerhle LANL-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$18.40 - Dinner-Hank's Oyster Bar-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$4.00 - Tea-Art Bar-Actual meal expense not supported by the Travel Policy
$1,850.95 - Dinner-Casa Luca 16 person RCLC Dinner-purchase of alcohol disallowed-actual meal expense reimbursement not supported by the Travel Policy
$205.79 - The Printers of Santa Fe - No Receipt provided
$52.00 - Dinner-Jaleo-meal in DC-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
$93.00 - Lunch-The Alibi DC-travel lunch mtg-No itemized receipt provided-Image of receipt truncated-actual meal expense reimbursement not supported by the Travel Policy
<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Check No.</th>
<th>Check Date</th>
<th>Check Amount</th>
<th>Invoice Description</th>
<th>Reimbursement Type (As Approved and Paid)</th>
<th>Check Total</th>
<th>Check Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>356128</td>
<td>5/11/2017</td>
<td>1,619.55</td>
<td>Board Reimbursement Expenses-Nov 2016</td>
<td>In State Travel Mileage</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In State Per Diem Meals</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Out State Per Diem Meals</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Incidental Allowance</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Airfare</td>
<td>1,088.46</td>
<td>1,619.55</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Parking-Shuttle-Taxi</td>
<td>44.00</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Registration Fees</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Hotel - Lodging</td>
<td>365.14</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Actual Meals Entertainment-Other</td>
<td>20.30</td>
<td>-</td>
</tr>
<tr>
<td>2018</td>
<td>360193</td>
<td>11/2/2017</td>
<td>2,393.88</td>
<td>Board Reimbursement Expenses-Sep 2017</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In State Travel Mileage</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In State Per Diem Meals</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Out State Per Diem Meals</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Incidental Allowance</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Airfare</td>
<td>995.16</td>
<td>2,393.88</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Parking-Shuttle-Taxi</td>
<td>61.70</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Registration Fees</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Hotel - Lodging</td>
<td>1,095.60</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Actual Meals Entertainment-Other</td>
<td>241.42</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,393.88</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>4,013.43</td>
<td></td>
<td>101.65</td>
<td></td>
<td>In State Travel Mileage</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In State Per Diem Meals</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Out State Per Diem Meals</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Incidental Allowance</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Airfare</td>
<td>2,083.62</td>
<td>4,013.43</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Parking-Shuttle-Taxi</td>
<td>105.70</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Registration Fees</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Hotel - Lodging</td>
<td>1,460.74</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Actual Meals Entertainment-Other</td>
<td>261.72</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,013.43</td>
<td>-</td>
</tr>
<tr>
<td>Fiscal Year</td>
<td>Check No.</td>
<td>Check Date</td>
<td>Check Amount</td>
<td>Invoice Description</td>
<td>Evidence of Travel Pre Authorization</td>
<td>In State Travel Mileage</td>
<td>In State Per Diem Meals</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------</td>
<td>--------------</td>
<td>--------------</td>
<td>----------------------------------</td>
<td>--------------------------------------</td>
<td>--------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>2017</td>
<td>356128</td>
<td>5/11/2017</td>
<td>1,619.55</td>
<td>Board Reimbursement Expenses-Nov 2016</td>
<td>Not Provided</td>
<td>ok</td>
<td>Not Claimed</td>
</tr>
<tr>
<td>2018</td>
<td>360193</td>
<td>11/2/2017</td>
<td>2,393.88</td>
<td>Board Reimbursement Expenses-Sep 2017</td>
<td>Not Provided</td>
<td>$104.86 in mileage was claimed but not included in check amount</td>
<td>Not Claimed</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Reimbursement Type (Audited-Adjusted)

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Check No.</th>
<th>Check Date</th>
<th>Check Amount</th>
<th>Invoice Description</th>
<th>In State Travel Mileage</th>
<th>In State Per Diem Meals</th>
<th>Out State Per Diem Meals</th>
<th>Incidental Allowance</th>
<th>Airfare</th>
<th>Parking-Shuttle-Taxi</th>
<th>Registration Fees</th>
<th>Hotel - Lodging</th>
<th>Actual Meals-Entertainment-Other</th>
<th>Adjusted Total</th>
<th>Difference: Due To / (Due From)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>356128</td>
<td>5/11/2017</td>
<td>1,619.55</td>
<td>Board Reimbursement Expenses-Nov 2016</td>
<td>101.65</td>
<td>240.00</td>
<td>32.00</td>
<td>1,088.46</td>
<td>44.00</td>
<td>365.14</td>
<td>-</td>
<td>358.70</td>
<td>-</td>
<td>1,871.25</td>
<td>251.70</td>
</tr>
<tr>
<td>2018</td>
<td>360193</td>
<td>11/2/2017</td>
<td>2,393.88</td>
<td>Board Reimbursement Expenses-Sep 2017</td>
<td>104.86</td>
<td>300.00</td>
<td>40.00</td>
<td>995.16</td>
<td>51.70</td>
<td>-</td>
<td>1,062.00</td>
<td>-</td>
<td>-</td>
<td>2,553.72</td>
<td>159.84</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GRAND TOTAL</td>
<td>4,013.43</td>
<td>-</td>
<td>540.00</td>
<td>72.00</td>
<td>2,083.62</td>
<td>95.70</td>
<td>-</td>
<td>1,427.14</td>
<td>-</td>
<td>4,424.97</td>
<td>411.54</td>
</tr>
</tbody>
</table>

### GRAND TOTAL

- **In State Travel Mileage:** 406.51
- **In State Per Diem Meals:** -
- **Out State Per Diem Meals:** 540.00
- **Incidental Allowance:** 72.00
- **Airfare:** 2,083.62
- **Parking-Shuttle-Taxi:** 95.70
- **Registration Fees:** -
- **Hotel - Lodging:** 1,427.14
- **Actual Meals-Entertainment-Other:** -
- **Adjusted Total:** 4,424.97
- **Difference: Due To / (Due From):** 411.54
### ALICE LUCERO

<table>
<thead>
<tr>
<th></th>
<th>In State Travel Mileage</th>
<th>In State Per Diem Meals</th>
<th>Out State Per Diem Meals</th>
<th>Incidental Allowance</th>
<th>Airfare</th>
<th>Parking: Shuttle-Taxi</th>
<th>Registration Fees</th>
<th>Hotel: Lodging</th>
<th>Actual Meals: Entertainment-Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUMMARY OF CLAIMS AS APPROVED AND PAID</strong></td>
<td>101.65</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,083.62</td>
<td>105.70</td>
<td>-</td>
<td>1,460.74</td>
<td>261.72</td>
<td>4,013.43</td>
</tr>
<tr>
<td><strong>SUMMARY OF CLAIMS AS AUDITED AND ADJUSTED</strong></td>
<td>206.51</td>
<td>-</td>
<td>540.00</td>
<td>72.00</td>
<td>2,083.62</td>
<td>95.70</td>
<td>-</td>
<td>1,427.14</td>
<td>-</td>
<td>4,424.97</td>
</tr>
<tr>
<td><strong>DIFFERENCE</strong></td>
<td>104.86</td>
<td>-</td>
<td>540.00</td>
<td>72.00</td>
<td>-</td>
<td>(10.00)</td>
<td>-</td>
<td>(33.60)</td>
<td>(261.72)</td>
<td>411.54</td>
</tr>
</tbody>
</table>

**SUMMARY OF AUDIT ADJUSTMENTS**

- **Add:** $104.86 from missed claim on Check #860193
- **Add:** $540.00- Not Claimed, but eligible claim per travel policy. Per diem based on what is reasonably assumed a full day of travel.
- **Add:** $72.00- Not Claimed, but eligible claim per travel policy. Per diem based on what is reasonably assumed a full day of travel.
- **Disallow:** $10.00 for Taxi to Dinner.
- **Disallow:** $33.60 Hotel Room Service Charges
- **Disallow:** $261.72 Actual expenses disallowed for meals (see detail schedule in Attachment B-5)

**TOTAL SUMMARY OF CLAIMS AS APPROVED AND PAID:** $4,013.43

**TOTAL SUMMARY OF CLAIMS AS AUDITED AND ADJUSTED:** $4,424.97

Add: $104.86 from missed claim on Check #860193

Add: $540.00- Not Claimed, but eligible claim per travel policy. Per diem based on what is reasonably assumed a full day of travel.

Disallow: $10.00 for Taxi to Dinner.

Disallow: $33.60 Hotel Room Service Charges

Disallow: $261.72 Actual expenses disallowed for meals (see detail schedule in Attachment B-5)
### Detailed Schedule of Previously Paid, But Disallowed Claims - $261.72

<table>
<thead>
<tr>
<th>Check #</th>
<th>Amount</th>
<th>Description</th>
<th>Remarks</th>
</tr>
</thead>
</table>
| 356128 | $20.30  | Check #356128 | $13.39 - Water-Snack-Grove Smoothie King-Beverages and snacks not allowed by the Travel Policy  
|         |         |            | $6.91 - Water-Snack-Comida Buena-Beverages and snacks not allowed by the Travel Policy |
| 360193 | $241.42 | Check #360193 | $86.56 - Dinner-Clydes Mark Center-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy  
|         |         |            | $100.00 - Dinner-Finn & Porter-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy  
|         |         |            | $21.16 - Breakfast-Comida Buena-Actual meal expense not supported by the Travel Policy  
|         |         |            | $22.38 - Pizza Vino-Airport-Actual meal expense not supported by the Travel Policy  
<p>|         |         |            | $11.32 - Dinner-Popeye's-Actual meal expense not supported by the Travel Policy |</p>
<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Check No.</th>
<th>Check Date</th>
<th>Check Amount</th>
<th>Invoice Description</th>
<th>In State Travel Mileage</th>
<th>Out State Per Diem Meals</th>
<th>In State Per Diem Meals</th>
<th>Incidental Allowance</th>
<th>Airfare</th>
<th>Parking-Shuttle-Taxi</th>
<th>Registration Fees</th>
<th>Hotel - Lodging</th>
<th>Actual Meals-Entertainment-Other</th>
<th>Check Total</th>
<th>Check Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>350959</td>
<td>9/13/2016</td>
<td>1,105.61</td>
<td>Board Reimbursement Expenses-May 2016 - Peter Ives</td>
<td>64.80</td>
<td></td>
<td></td>
<td></td>
<td>38.90</td>
<td></td>
<td>948.06</td>
<td>53.85</td>
<td></td>
<td>1,105.61</td>
<td>-</td>
</tr>
<tr>
<td>2017</td>
<td>360226</td>
<td>11/6/2017</td>
<td>2,471.62</td>
<td>Board Reimbursement Expenses-Sep 2017 - Javier Gonzales</td>
<td>1,748.09</td>
<td>298.53</td>
<td></td>
<td></td>
<td></td>
<td>425.00</td>
<td></td>
<td></td>
<td>2,471.62</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>360425</td>
<td>11/16/2017</td>
<td>1,060.45</td>
<td>Board Reimbursement Expenses-Sep 2017 - Javier Gonzales</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,060.45</td>
<td></td>
<td>1,060.45</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td>4,637.68</td>
<td></td>
<td>64.80</td>
<td></td>
<td></td>
<td></td>
<td>38.90</td>
<td></td>
<td>948.06</td>
<td>53.85</td>
<td></td>
<td>4,637.68</td>
<td>-</td>
</tr>
</tbody>
</table>
### RCLC Travel Policy Compliance Matrix

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Check No.</th>
<th>Check Date</th>
<th>Check Amount</th>
<th>Invoice Description</th>
<th>Evidence of Travel Pre Authorization</th>
<th>In State Travel Mileage</th>
<th>In State Per Diem Meals</th>
<th>Out State Per Diem Meals</th>
<th>Incidental Allowance</th>
<th>Airfare Itemized Receipt</th>
<th>Parking-Shuttle-Taxi</th>
<th>Registration Fees</th>
<th>Hotel Itemized Receipt</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>350959</td>
<td>9/13/2016</td>
<td>1,105.61</td>
<td>Board Reimbursement Expenses-May 2016-Peter Ives</td>
<td>Not Provided</td>
<td>ok</td>
<td>n/a</td>
<td>n/a</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>n/a</td>
<td>ok</td>
<td>n/a</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>360226</td>
<td>11/6/2017</td>
<td>2,471.62</td>
<td>Board Reimbursement Expenses-Sep 2017-Javier Gonzales</td>
<td>Not Provided</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>Airline ticket was upgraded to first class. Justification of upgrade documented and attached as supporting documentation</td>
<td>Receipts provided, but no explanation of destination. Unable to audit if travel is related to locations of personal interest.</td>
<td>ok</td>
<td>Hotel receipt was attached but was missed for payment</td>
</tr>
<tr>
<td>2018</td>
<td>360425</td>
<td>11/16/2017</td>
<td>1,060.45</td>
<td>Board Reimbursement Expenses-Sep 2017-Javier Gonzales</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>Not Claimed</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>Paid hotel that was not paid on previous invoice. Itemized receipt includes restaurant dining or room service charges</td>
</tr>
</tbody>
</table>

GRAND TOTAL 4,637.68
# Reimbursement Type (Audited-Adjusted)

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Check No.</th>
<th>Check Date</th>
<th>Check Amount</th>
<th>Invoice Description</th>
<th>In State Travel Mileage</th>
<th>In State Per Diem Meals</th>
<th>Out State Per Diem Meals</th>
<th>Incidental Allowance</th>
<th>Airfare</th>
<th>Parking-Shuttle-Taxi</th>
<th>Registration Fees</th>
<th>Hotel - Lodging</th>
<th>Other</th>
<th>Actual Meals-Entertainment</th>
<th>Adjusted Total</th>
<th>Difference: Due To / (Due From)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>350959</td>
<td>9/13/2016</td>
<td>1,105.61</td>
<td>Board Reimbursement Expenses-May 2016: Peter Ives</td>
<td>64.80</td>
<td>240.00</td>
<td>32.00</td>
<td>38.90</td>
<td>948.06</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,323.76</td>
<td>218.15</td>
</tr>
<tr>
<td>2018</td>
<td>36026</td>
<td>11/6/2017</td>
<td>2,471.62</td>
<td>Board Reimbursement Expenses-Sep 2017: Javier Gonzales</td>
<td></td>
<td></td>
<td>1,748.09</td>
<td>298.53</td>
<td>425.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,471.62</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>360425</td>
<td>11/16/2017</td>
<td>1,060.45</td>
<td>Board Reimbursement Expenses-Sep 2017: Javier Gonzales</td>
<td>240.00</td>
<td>32.00</td>
<td></td>
<td></td>
<td>995.73</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,267.73</td>
<td>207.28</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td>4,637.68</td>
<td></td>
<td>64.80</td>
<td>-</td>
<td>480.00</td>
<td>64.00</td>
<td>1,748.09</td>
<td>337.43</td>
<td>425.00</td>
<td>1,943.79</td>
<td>-</td>
<td></td>
<td>5,063.11</td>
<td>425.43</td>
</tr>
</tbody>
</table>
## CITY OF SANTA FE

### ATTACHMENT C-4

<table>
<thead>
<tr>
<th>CITY OF SANTA FE</th>
<th>ATTACHMENT C-4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>In State Travel Mileage</strong></td>
<td><strong>In State Per Diem Meals</strong></td>
</tr>
<tr>
<td><strong>SUMMARY OF CLAIMS AS APPROVED AND PAID</strong></td>
<td>64.80</td>
</tr>
<tr>
<td><strong>SUMMARY OF CLAIMS AS AUDITED AND ADJUSTED</strong></td>
<td>64.80</td>
</tr>
<tr>
<td><strong>DIFFERENCE</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

### SUMMARY OF AUDIT ADJUSTMENTS

<table>
<thead>
<tr>
<th><strong>SUMMARY OF AUDIT ADJUSTMENTS</strong></th>
<th><strong>Add:</strong></th>
<th><strong>Disallow:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$480.00</td>
<td>$64.72</td>
</tr>
<tr>
<td></td>
<td>Not claimed, but eligible claim per travel policy. Per diem based on what is reasonably assumed a full day of events.</td>
<td>Hotel Room Service Charges for Javier Gonzales</td>
</tr>
<tr>
<td></td>
<td>$64.00</td>
<td>$53.85</td>
</tr>
<tr>
<td></td>
<td>Not claimed, but eligible claim per travel policy. Per diem based on what is reasonably assumed a full day of events.</td>
<td>Actual expenses disallowed for actual meals (see detail schedule Attachment C-5)</td>
</tr>
</tbody>
</table>
**CITY OF SANTA FE**

**ATTACHMENT C-5**

**DETAILED SCHEDULE OF PREVIOUSLY PAID, BUT DISALLOWED CLAIMS - $53.85**

<table>
<thead>
<tr>
<th>Check #350959-$53.85</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21.10 - Brookland Pint-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy</td>
</tr>
<tr>
<td>$14.05 - Le Pain Quotidien-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy</td>
</tr>
<tr>
<td>$18.70 - Sakana-No Itemized Receipt Provided-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy</td>
</tr>
</tbody>
</table>
WHEREAS, the Regional Coalition of LANL Communities [Coalition] wishes to establish standards of reasonable notice to the public for meetings of the Coalition; and

WHEREAS, the democratic ideal is best served by a well-informed public, and sunshine laws generally require that public business be conducted in full public view, that the actions of public bodies be taken openly, and that the deliberations of public bodies be open to the public; and

WHEREAS, the Open Meetings Act states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times [Section 10-15-1B NMSA 1978]; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public [Section 10-15-1C NMSA 1978]; and

WHEREAS, the Open Meetings Act requires the Coalition to determine annually what constitutes reasonable notice of its public meetings [Section 10-15-1D NMSA 1978]; and

WHEREAS, the Coalition wishes to establish standards of reasonable notice to the public for all public meetings of the Coalition for the fiscal year 2013 and until a new resolution concerning public meetings is adopted.

NOW, THEREFORE, BE IT RESOLVED by the Regional Coalition of LANL Communities:

1. All meetings of the Coalition shall be held at the time and place indicated in the meeting notice. Meetings of the Coalition shall be held on the third Friday of the month unless notice is otherwise provided seventy-two (72) hours in advance of the meeting date.
2. Notice requirements are met if notice of the meeting date, time, and place is posted in a conspicuous place in the vicinity by personnel from each city and county governmental member. Copies of the notice shall be provided to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation which have made a written request for notice of public meetings for the coming calendar year. Only one such written request shall be required for each calendar year.

3. An agenda for all regular meetings of the Coalition shall be available at least seventy-two (72) hours prior to the meeting from personnel in each of the city and county governmental members, except that changes to a previously published agenda may be made, provided that a copy of the change is made available at least thirty-six (36) hours in advance of the meeting to representatives of those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation which have made a written request for notice of public meeting for the coming calendar year. Only one such written request shall be required for each calendar year.

4. In addition, meeting notices and agendas shall be placed on the Regional Coalition website seventy-two (72) hours in advance of the meeting date. All previous Regional Coalition approved meeting minutes and agendas of the current fiscal year shall also be available on the Regional Coalition website.

5. The staff of the Regional Coalition shall develop an e-mail distribution list that includes anyone who wishes to be notified of Regional Coalition meetings. The Regional Coalition website shall include a function that allows people to opt in to the aforementioned distribution list. Meeting notices for all regular meetings of the Coalition shall be circulated at least twenty-four (72) hours prior to the meeting to the e-mail distribution list.

6. Special meetings may be called by the Chair or a majority of the members of the Coalition, upon seventy-two (72) hours notice. The notice shall include an agenda for the meeting or information to indicate how a copy of the agenda may be obtained. An agenda for the meeting shall be available to the public at least seventy-two (72) hours before any special meeting, except that changes to a previously published agenda may be made, provided that a copy of the change is made available at least thirty-six (36) hours in advance of the meeting to representatives of those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation which have made a written request for notice of public meeting for the coming calendar year. Only one such written request shall be required for each calendar year.

7. Emergency meetings may only be called under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Coalition shall
avoid emergency meetings whenever possible. Emergency meetings may be called by the Chair or a majority of the members of the Coalition upon twenty-four (24) hours notice, unless threat of personal injury or property damage require less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

8. In addition to the information specified above, all notices shall include the following language:

“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 of the meeting, please contact the Coalition at (505)__________ 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 Coalition at (505)__________ if a summary or other type of accessible format is needed.”

9. The Coalition may close a meeting to the public only if authorized by the Open Meetings Act [Section 10-15-1H NMSA 1978]:

(a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Coalition, taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

(b) If the decision to hold a closed meeting is made when the Coalition is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

(c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by a vote of the Coalition in an open public meeting [Section 10-15-1H NMSA 1978].
PASSED AND ADOPTED this 17th day of August, 2012.

REGIONAL COALITION OF LANL COMMUNITIES

Coalition Chair

ATTEST:

Regional Coalition Executive Director