
**INDEPENDENT INVESTIGATION
OF IMPROPER USE OF PUBLIC FUNDS
BY THE REGIONAL
COALITION OF LANL COMMUNITIES**

**INVESTIGATION PERFORMED BY
THE ADAMS+CROW LAW FIRM
ON BEHALF OF THE INCORPORATED COUNTY OF LOS ALAMOS**

August 8, 2018



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1.0 INTRODUCTION

The Incorporated County of Los Alamos (“County”), through the County Council (“Council”), retained the ADAMS+CROW LAW FIRM to perform an independent investigation into alleged administrative misconduct of County employees and County officials with respect to allegations of improper expenses and reimbursements made with funds of the Regional Coalition of LANL Communities (“RCLC” or “Coalition”). The County is a founding member of RCLC and contributes public funds under a Joint Powers Agreement (“JPA”), originally executed in 2012, and made with other Northern New Mexico counties, municipalities and tribal governments. Under the JPA, the County serves as fiscal agent to RCLC and has direct involvement with reimbursements thereto.

The allegations at issue in the investigation were made by County Councilors Susan O’Leary and James Chrobocinski questioning whether RCLC-related expenses and reimbursements violated applicable travel policies and/or state law. The primary allegations relate to expenses made by – and reimbursements issued to – RCLC’s contracted Executive Director, Andrea Romero Consulting, LLC (“ARC”). As a separate notable point, ARC/Ms. Romero was not hired by RCLC as a direct employee, whether full-time or part-time, but, instead, was engaged as an independent contractor earning \$140,000 annually to serve as Executive Director. The subject expenses and reimbursements pertained to travel, meals, alcohol, entertainment, and administrative expenses. An ethics investigation was requested on March 1, 2018, by Councilors O’Leary and Chrobocinski to review allegations, originated by Northern New Mexico Protects, of RCLC’s misuse of public funds (“Complaint”). The Complaint demanded an investigation of the involvement, if any, by County officials and employees in approving or receiving the benefit of improper expenditures made with RCLC funds, and whether any County official acted intentionally to conceal any such misconduct. Specifically, the Complaint identified the following five issues for investigation:

1. *Los Alamos County memo “Regional Coalition of LANL Communities (RCLC) Review,” dated February 21, 2018 identifies serious expense charge improprieties by the RCLC, which may include improper gifts of meals, sporting event tickets, and alcohol provided to officials of Los Alamos County and others. The investigation should determine the nature and extent of any improper items of value or prohibited items accepted by current or former elected or appointed officials of Los Alamos County.*
2. *The investigation should determine whether any current or former elected or appointed officials of Los Alamos County double billed taxpayers by accepting meals paid for by RCLC while also claiming per diem reimbursement for meals expense from the RCLC, Los Alamos County, or any other governmental funding source.*
3. *The investigation should determine whether any current or former elected or appointed official acting on behalf of Los Alamos County as Treasurer of the RCLC or otherwise signed approval of improper expenses incurred by RCLC.*
4. *It appears from the original audit, from emails sent by elected and appointed Los Alamos County Officials, and from media reports that several members of the Los Alamos County Council and County Staff were intimately aware of the severity and extent of the allegations*

of impropriety at the RCLC, yet these improprieties have not been disclosed to the full County Council or the public by these officials by either publishing the audit report, by report of the Council RCLC Liaison, by report of the Council Chair, or by report of the County Manager; although ample opportunities to do so have come and gone. The communications that have been forwarded to the full County Council by officials in emails have been misleading or incomplete. The full County Council and the citizens of Los Alamos County should not have to learn about this situation piecemeal, through the media. The investigation should consider whether the communications of Los Alamos County officials in this matter have been intentionally misleading with the purpose of concealing misconduct.

5. *Finally, the investigation should conduct a review to determine if Los Alamos County internal controls are sufficient to safeguard against similar improprieties or misconduct involving elected or appointed officials of Los Alamos County in cases where Los Alamos County provides funding to groups other than RCLC.*

This investigation examined each concern raised in the Complaint but, as explained to the Council on April 3, 2018, was limited to RCLC-related expenditures and reimbursements made and disbursed during the period of March 2016 to March 2018 (the “Review Period”). Given the concerning practices identified in the investigation, it is probable that a review of the period from the inception of RCLC to March 2016 would also reveal similar violations of policy and law. From our preliminary interviews, we found it necessary, as an initial investigatory step, to examine the history of RCLC and compliance matters because, during the preliminary interviews, we were told repeatedly that County Officials and RCLC representatives were “confused” about what type of entity RCLC constitutes. Thus, in order to understand whether funds were used appropriately and how missteps, if any, could have occurred over an extended period of time under the oversight of multiple individuals and agencies, we initially focused on the nature of RCLC and laws to which RCLC is subject. That initial analysis confirmed RCLC *is a governmental agency* through its formation under a JPA, and as a JPA-based entity, RCLC is subject to the same restrictions imposed upon the individual JPA members.

Once that phase of the investigation was completed, we turned to the nature of the expenditures and reimbursements under the applicable policies and laws and determined violations *did* occur. Specifically, impermissible expenditures and reimbursements violated the Per Diem and Mileage Act, the Audit Act and the Anti-Donation Clause of the New Mexico Constitution. These also constitute potential violations of the Governmental Conduct Act and the County Code of Conduct. Multiple practices (or lack thereof) regarding RCLC’s governance, policies, and oversight, including the aforementioned “confusion,” contributed to violations of law.

Although designated in the JPA simply as “fiscal agent” for RCLC, the investigation revealed that, through its conduct over time, the County assumed a greater fiduciary duty to RCLC as a matter of practice. The ambiguous role of the County was found to have contributed to uncertainty or “confusion” by County officials and employees, as well as RCLC members and ARC, allowing impermissible expenditures and reimbursements to occur. This “confusion,” however, was *avoidable* and could/should have been addressed much earlier in the five+ years of RCLC’s existence given the number of educated and sophisticated people working with the County,

including elected County Councilors who served on the RCLC Board and sometimes as RCLC Treasurer. Indeed, at least one County Councilor serving as RCLC Treasurer, in accord with duties of County Councilors to serve on Boards and represent the County, specifically “approved” impermissible reimbursements in writing.

The investigation further revealed that, the “confusion” led to ill-defined practices (or lack thereof) employed to analyze and approve reimbursements, and, under this approach, County officials and employees *were* in fact recipients/beneficiaries of meals and entertainment that violated not only applicable RCLC policies but state law. The investigation then found that, after the County was alerted to possible misconduct through an IPRA request by NNM Protects, the County attempted to correct deficiencies arising from the ill-defined practices regarding RCLC’s governance, policies, and activities. These attempts to “fix it” include, but are not limited to, *post hoc* recharacterization of money *already* reimbursed to ARC as well as an attempt to amend RCLC’s Travel Policy to not only allow the type of impermissible reimbursements that had *already* been made to ARC (and recharacterized during the attempt to “fix it”) but, more concerning, to exempt ARC from being subject to the Travel Policy altogether. In this way, the County’s attempts to “fix it” would have purportedly allowed the “independent contractor” serving as RCLC’s Executive Director to do what an employee of RCLC could never do, i.e., to circumvent the law. From our investigation of documents and interviews, including analysis of witness credibility, we conclude the County’s “corrective” efforts not only reflect poorly on County officials and employees but may constitute efforts to *intentionally* mislead others and/or *conceal* misconduct. Because, through this investigation, we did not have subpoena power or the authority to place witnesses under oath, we cannot opine with legal certainty on the subjective intent of each respective County employee or official involved in these attempts. We confirm we did not find any documented “admissions” by County officials or employees of a concerted effort to mislead or conceal anyone.

As to the matter of internal controls, the investigation did not duplicate the scrutiny/analysis performed by the Office of the State Auditor as to strict accounting controls¹ but did, however, expose, from a non-technical perspective, defective infrastructure that allowed multiple informed and educated County officials and employees to rely upon a purported history of “confusion” that led to careless, and possibly reckless, use of public money.

Based upon the findings and conclusions of this investigation, we recommend the policies and practices for processing reimbursement requests for RCLC be overhauled both within RCLC and through the County as fiscal agent. We also highly recommend this overhaul be done by qualified professionals, well-versed in public accounting principles and governmental accountability, to ensure ongoing legal compliance and consistency. We also recommend RCLC engage in regular independent audits of its financial activities.

¹ The County informed ADAMS+CROW (“A+C”) that the Office of the State Auditor would be conducting an investigation of RCLC and directed A+C to communicate with the OSA to avoid duplicating efforts, if appropriate and possible. The two entities did communicate initially to discuss their respective perspectives in their individual investigations and jointly agreed the scope of work was different since the OSA investigation was focused on RCLC and the A+C investigation was focused on County conduct. Thereafter, the two entities communicated occasionally and briefly about the status of their respective work.

2.0 TIMELINE AND EVENTS LEADING UP TO INVESTIGATION

We include with this report a detailed timeline of events, meetings, and travel that occurred during the 2016 to 2018 timeframe of this investigation, attached as [Appendix A](#). This timeline includes links to meeting minutes, agendas, and correspondence.

The material allegations of misconduct sparking this investigation were formally raised on February 15, 2018, by NNM Protects, a 501(c)(3) tax-exempt organization, in correspondence sent to the RCLC Board. *See* Appendix A, Event No. 36. Previously, on December 8, 2017, NNM Protects submitted a public records request to the County to obtain financial documentation related to RCLC expenses and travel. *Id.* NNM Protects raised concerns about the appropriateness of reimbursements paid to RCLC's contracted Executive Director, Andrea Romero Consulting, and other reimbursements paid to Mayor Alice Lucero and Mayor Javier Gonzales. *Id.*

Internally, the County's Deputy County Manager, Steven Lynne, first noted potential issues with RCLC's reimbursements and notified the RCLC Board and County Council on February 1 and February 2, 2018, respectively. On February 21, 2018, the County's Chief Financial Officer, Helen Perraglio, released an informal audit ("County Audit") analyzing over \$30,000 in RCLC expenditures and reimbursements during which numerous reimbursements to ARC were adjusted by removing them from a clearly impermissible reimbursement category to a more general category that might not appear to be problematic. As a result of the adjustment, the County Audit found that only \$2,246.90 of the \$30,000 in reimbursements had been improperly issued to ARC. On March 1, 2018, Councilors O'Leary and Chrobocinski published the Complaint calling for a more thorough investigation into the allegations. On March 13, 2018, the RCLC Board was informed by the Office of the State Auditor that a Special Audit would be performed.

3.0 SUMMARY OF INVESTIGATION

3.1 Steps of the Investigation

In the preliminary phase of the investigation, we conducted interviews to gather information about the Complaint and determine the scope of the investigation for proposal to the Council. This first phase included research upon the history of RCLC and the County's involvement in RCLC-related activities. Interviews were conducted on March 21-22, 2018, with County officials and employees. The individuals interviewed included: Councilor Christine Chandler, Councilor David Izraelewitz, Councilor Susan O'Leary, Councilor Antonio Maggiore, Councilor Rick Reiss, County Manager Harry Burgess, Deputy County Manager Steven Lynne, and County CFO Helen Perraglio. Councilor James Chrobocinski declined to be interviewed.

The interviews were helpful in clarifying the background and context of the impermissible expenditures and reimbursements identified in the investigation. Of note, CFO Helen Perraglio was particularly helpful and candid throughout the investigation, specifically with regard to gathering requested information, providing documentation and providing ongoing verbal information during the course of the investigation.

After conducting interviews, the investigation focused on documentation available to the County *at the time expenditures and reimbursements were made*; this documentation was relevant to analyzing what the County knew at the time it actually processed reimbursements as well as what it knew thereafter when performing its own informal audit of the same.

Finally, we sought an interview of former contracted RCLC Executive Director Andrea Romero, but she declined. She agreed, however, to provide written information regarding attendees, alcohol consumption, and itemized receipts for certain events occurring during the Review Period. *See* ARC Table of Attendees and Receipts, July 27, 2018, attached as Exhibit A. This information was incorporated into our report.

3.2 Public Records Request

This firm submitted a public records request to the County on April 13, 2018, pursuant to the New Mexico Inspection of Public Records Act (“IPRA”). We requested all financial documentation from the County pertaining to RCLC, including deposits, credits, and debits. On April 18, 2018, we clarified our request to allow for extended deadlines and waiver of document fees. On May 31, 2018, we supplemented our request to request job descriptions for various County personnel. Our IPRA request is attached as Exhibit B. Recently, on July 27, 2018, we were informed by CFO Perraglio that a box of documents belonging to former Deputy County Manager Brian Bosshardt had been discovered by the County. As understood from the County, this box contained procurement documents related to RCLC, however, we were not able to review the contents of this box prior to the release of the report.

3.3 Complications of Investigation

There were a number of unanticipated RCLC-related accounting and legal issues that arose during the course of this investigation, potentially implicating RCLC and its Board members. We assume the State Auditor’s investigation and any subsequent government investigations by the NM Attorney General or Department of Finance and Administration (“DFA”) will examine potential issues with procurement, Open Meetings Act, and auditing compliance. This investigation focused primarily on examining alleged improper conduct related to RCLC expenses and reimbursements during the Review Period to the extent any such conduct was approved or sanctioned by County officials or employees.

Several difficulties were related to determining what standards applied to measure improper conduct since RCLC’s only expense policy (the Travel Policy) is in conflict with the Per Diem and Mileage Act. For instance, certain expenditures and reimbursements that were found to be in compliance with the Travel Policy were nonetheless found to violate the Per Diem and Mileage Act. Further, expenditures and reimbursements that were allegedly approved by the RCLC Board of Directors nevertheless violate the Anti-Donation Clause of the New Mexico Constitution.

As a general matter, we found little direct documentation of advanced RCLC Board approval for any of the expenditures incurred or reimbursed during the review period. RCLC meeting minutes show that in certain instances, the RCLC Board generally approved “travel” to certain meetings and conferences. *See* Appendix A, Event Nos. 17 and 19. The meeting minutes, however, do not

indicate who was permitted to attend the meetings and do not indicate prior approval for expenditures specifically prohibited by RCLC's own Travel Policy. It could be true that RCLC, its Chair, or its Board members informally or formally approved the expenditures discussed herein, however, given the documentation made available to us, we did not identify documented approvals.

Importantly, we do not find merit in County explanations that impermissible expenditures or reimbursements by ARC should be excused or overlooked because they were purchased by a third-party contractor. We note that the arrangement between RCLC and its various third-party executive directors seems to have been designed for the purpose of allowing its executive directors to perform powers RCLC could not. Had RCLC's Executive Director been a public employee, applicable state law would have clearly prohibited the purchase of alcohol, sporting event tickets, and expensive meals for private individuals with the use of public funds. Using ARC, or any other contracted executive director, as an intermediary to spend public funds impermissibly is, at best, careless and, at worst, a calculated action by the RCLC and its governing members to avoid legal restrictions on use of public money. For the reasons described herein, our analysis applied all state laws and policies applicable to use of the public funds.

4.0 BACKGROUND AND HISTORY OF RCLC

4.1 The Joint Powers Agreements Act, Purpose and Membership

The RCLC was organized by a group of local counties, municipalities and tribal governments under the New Mexico Joint Powers Act². NMSA 1978, § 11-1-1 et seq. The Joint Powers Agreements Act allows two or more public agencies by agreement to jointly exercise any power common to the contracting parties. *Id.* at § 11-1-3. The administering agency under any such joint powers agreement "shall be considered under the provisions of this Joint Powers Agreements Act as an entity separate from the parties to such agreement." *Id.* at § 11-1-5(B). Importantly, the agency created under a joint powers agreement:

shall possess the *common power* specified in the agreement and may exercise it in the manner or according to the method provided in the agreement, subject to any of the restrictions imposed upon the manner of exercising such power of one of the contracting public agencies or such restrictions of any public agency participating which may be designated or incorporated in the agreement.

Id. at § 11-1-5(C) (emphasis added).

The participating members of RCLC collectively entered into a joint powers agreement, which was approved and made effective by the Secretary of Finance and Administration (Tom Clifford) on October 13, 2011. *See* RCLC's Joint Powers Agreement ("JPA"), attached as Exhibit C. The original members of RCLC included the following communities: (1) the Incorporated County of Los Alamos ("County"), (2) the City of Santa Fe, (3) Santa Fe County, (4) the City of Espanola,

² "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties [...]" NMSA 1978, § 11-1-3.

(5) Rio Arriba County, (6) the Town of Taos, and (7) Taos County. The tribes of Ohkay Owingeh (October 9, 2012) and Pueblo of Jemez (August 16, 2014) following RCLC's initial formation in 2011.

The primary purpose of RCLC is stated in the recital section of the JPA:

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 [...]

The JPA also identifies the following additional purposes and common powers to be exercised by RCLC:

A. Promotion of economic development

- (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

- (i) clean-up 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

- (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 RCLC*

- (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.*

See JPA, ¶ 2. The cover brief submitted to DFA for approval noted that RCLC's purpose is to "Establish Regional Coalition for Regional Planning, Economic Development & Lobbying." See RCLC Cover Brief, dated, attached as Exhibit D.

To accomplish the above-stated purposes and common powers, the members of RCLC agreed to contribute public funds to support RCLC's activities³. See JPA, ¶ 8(A). These funds were used primarily to conduct monthly Board meetings, produce regional advertising materials, pay compensation to RCLC's Executive Director, and fund travel activities for RCLC Board members and contract staff. Since formation, RCLC received the following estimated contributions as of December 2017: \$765,000.00 from the County, \$272,224.95 from the Department of Energy, and \$166,375.00 from RCLC members. See RCLC's 2016 and 2017 Operating Budget Summaries, attached as Exhibit E.

Each RCLC Board member is required to be an elected public official from a governing body "with current experience in strategic planning, economic development, environmental protection or the legislative process." See JPA, ¶ 4. RCLC's officers include a Chair, Vice Chair, and Secretary/Treasurer who are elected annually by the Board of Directors. See Bylaws of the Board of Directors of the RCLC, dated August 17, 2012 ("Bylaws"), attached as Exhibit F. During 2017, the RCLC Board's composition included: Santa Fe Mayor Javier Gonzalez, Rio Arriba County Commissioner Barney Trujillo, Los Alamos County Councilor Christine Chandler, Espanola Mayor Alice Lucero, County of Taos Commissioner Mark Gallegos, Santa Fe County Commissioner Henry Roybal, Pueblo of Jemez Lt. Governor Ward Yeppa, Ohkay Owingeh Representative Ron Lovato, and Town of Taos Councilor Darien Fernandez.

4.2 RCLC'S Executive Director - Andrea Romero Consulting, LLC

From about 2012 to March 2018, RCLC utilized the services of an independent contractor to serve as Executive Director. RCLC's Executive Director was tasked with overseeing operations and administration. During the period of examination from 2016-2018, RCLC contracted Andrea Romero Consulting, LLC, a New Mexico limited liability company, to serve as Executive Director. See RCLC Services Agreement with ARC, dated March 1, 2016, AGR16-01 ("ARC Agreement"), attached as Exhibit G. Andrea Romero is believed to be the sole member of ARC.

The Executive Director position was competitively bid through a request for proposals by the County's procurement manager under the County's procurement procedures. See Procurement

³ The Joint Powers Agreements Act instructs that: "(1) contributions from the funds of the public agencies may be made for the purpose set forth in the agreement; or (2) payments of public funds may be made to defray cost of such agreement; or (3) advances of public funds of the public agencies be made for the purpose set forth in the agreement and that such advances be repaid as provided in such agreement." NMSA 1978, § 11-1-4(B).

documentation for Executive Director Position, attached as Exhibit H. The RFP was awarded to ARC after the only other competitive bidder withdrew from consideration. *Id.* The RCLC Board approved the ARC Agreement on February 12, 2015, for a term of two years with the option of two additional one (1) year renewals, with annual compensation of \$140,000 per year. *Id.* at Section B.

Following the same analysis outlined below in Section 6.2, any procurement of services by RCLC should have followed the State's Procurement Code unless authorized by home rule charter or excepted by DFA. RCLC's meeting minutes do not show that that RCLC's Board of Directors adopted procurement regulations governing the solicitation of professional services pursuant to NMSA 1978, § 13-1-117.1⁴. We expect the State Auditor's special audit to focus more directly on RCLC's procurement compliance but note this as another point of "confusion" by the County wherein it appears, during procurement, the County's procurement code was incorrectly applied to RCLC's engagement of ARC rather than the State's Procurement Code.

The ARC Agreement provided that ARC would perform the following tasks:

1. Assist the Regional Coalition in becoming a more effective advocacy organization;
2. Manage the Regional Coalition and help ensure all legal and financial responsibilities are met;
3. Advise the Board of Directors on strategic direction and policies, including legislative strategies to achieve the organization's mission;
4. Provide technical assistance; Summarize and analyze issues, and provide comment and advice as necessary or requested; Prepare technical memos an issue briefs as needed;
5. Serve as facilitator for 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 member's governing body, at least annually, or as requested by Board members;
9. Maintain the website;
10. Negotiate and collaborate with outside entities, and convey and advocate for organizational policies, as directed by the Board;
11. Implement public information strategies;
12. Serve as spokesperson for 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 Los Alamos National Laboratory;

⁴ "[E]ach local public body shall adopt regulations regarding its selection and award of professional services contracts." NMSA 1978, § 13-1-117.1

14. Make monthly presentations to the Board and at other forums on a range of issues;
15. Represent the organization at local and 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 consideration;
18. Prepare the draft annual budget for the Board's consideration, and implement as appropriate;
19. Generate funds from a variety of sources to diversify revenue streams in support of continued operations; and
20. Provide monthly updates to the Board regarding overall progress.

Documentation shows ARC was aware of RCLC's Travel Policy and its restrictions at the time the ARC Agreement was made on March 1, 2016. Further, at no point has ARC challenged the Travel Policy's application to the expenditures and reimbursements. The ARC Agreement states that all reimbursable travel expenses must be "paid in accordance with the Regional Coalition's travel policy." See Exhibit G. ARC also confirmed knowledge of the Travel Policy in a memorandum from Ms. Romero to Brian Bosshardt dated March 20, 2017. In that memorandum, Ms. Romero states that "[a]s per any receipts not attached, I will defer to the meal per diem policy in our *Travel Policy (12-03) document*." Exhibit I. (emphasis added).

5.0 CONFUSION BY THE COUNTY REGARDING RCLC'S OVERSIGHT AND LEGAL STATUS

5.1 Confusion Regarding the County's Role as Fiscal Agent

The JPA provides that "[t]he Incorporated County of Los Alamos shall act as the fiscal agent for implementation and administration of this agreement," see JPA, ¶ 6(B), but that RCLC agrees to be "strictly accountable for all receipts and disbursements under this Agreement." See JPA, ¶ 9. The County played a significant role in founding RCLC and assisting in its ongoing administration and operation.

From the inception of RCLC, it appears it was unclear what duties the County was required to perform as RCLC's fiscal agent. There is no definition of "fiscal agent" under the JPA. As explained by CFO Perraglio during her preliminary interview, it was her understanding that the County's role as fiscal agent was strictly to disburse funds within the control of the County. According to CFO Perraglio, RCLC's financial and accounting oversight was to be performed by RCLC's Treasurer/Secretary under the following duties stated in the Bylaws:

1. Shall keep or cause to be kept, the minutes of the meetings of the Board;
2. **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.**

- 3. 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.**

See RCLC Bylaws, Art. III, Sec. F.

RCLC's meeting minutes show, however, that rather than the RCLC Treasurer/Secretary providing detailed financial statements to the RCLC Board, *the County did so* through Deputy County Manager Brian Bosshardt, from 2012 to February 2017. Shortly after Mr. Bosshardt's departure, current Deputy County Manager Steven Lynne assumed this role of presenting regular budget updates to the RCLC Board during RCLC Board meetings. There are also additional instances when the County and its employees performed duties assigned to the RCLC Treasurer/Secretary, such as reviewing receipts and approving disbursements, preparing and presenting RCLC's financial statements, recommending the RCLC Board enter into services agreements, preparing and amending travel and expense policies, and conducting informal audits of RCLC finances. *See* Section 13.1 for additional discussion.

The County's actions induced reliance by RCLC that expenditures and reimbursements were receiving appropriate review by the County pursuant to applicable state laws and the Travel Policy.⁵ Yet, at the same time, it was unclear to the County what standards apply to RCLC's expenditures and reimbursements. *See* Appendix A, Event No. 37, Email from Steven Lynne, dated February 1, 2018 ("I have learned that Los Alamos County as fiscal agent has used the wrong standard for payment. We had assumed that the County's policies were to be followed but the RCLC travel policy is the standard that should have been applied."⁶).

5.2 Confusion Regarding RCLC's Status as a Local Public Body

There was additional confusion among County officials and employees regarding whether RCLC was a public entity subject to the state's Audit Act. Although an administering agency/entity formed under a joint powers agreement is considered separate from the parties to the agreement, under Section 11-1-5(B) of the Joint Powers Agreements Act, administering agencies have been

⁵ Los Alamos Daily Post, March 2, 2018, *RCLC Executive Director Andrea Romero Addresses Allegations About Travel Expenses And Reimbursements*, <https://www.ladailypost.com/content/rclc-executive-director-andrea-romero-addresses-allegations-about-travel-expenses-and>.

When I began serving as executive director in 2015, it was explained this was RCLC's travel reimbursement procedure: to seek approval for an expense (e.g. a dinner with board members in Washington, DC), pay for the expense with my own funds, and then request a reimbursement, subject to approval by Los Alamos County and RCLC's Treasurer. I never attempted to hide an expense and I would never have requested reimbursement for anything that I thought was out of compliance. I also do not believe RCLC's Treasurer nor Los Alamos County would have approved an expenditure or reimbursement request if they did not believe those expenditures were permissible. Simply put, as a private contractor, I did not know that alcohol included in a meal was not allowed.

⁶ This information comports with the interview conducted with Steven Lynne on March 22, 2018.

determined to be local public bodies in the same manner as their member agencies.⁷ An entity formed under the Joint Powers Agreements Act is permitted to exercise the powers of its member agencies, but *only* subject to any restrictions placed on such powers. *Id.*

The confusion among County officials and employees is inexplicable. In 2013, the County sought guidance from the Office of the State Auditor whether RCLC should be included in the County's Tier Five Audit. *See* State Auditor's Letter from Carla Martinez to Steven Lynne, dated February 20, 2013 ("State Auditor's Letter"), attached as Exhibit J. The State Auditor advised the County that RCLC, as a local public body, was required to obtain its own tier system audits from an independent public accountant pursuant to Subsection D of Section 2.2.2.16 NMAC. From 2013 to present, however, it does not appear that RCLC performed tier system audits. Contrary to the State Auditor's guidance in the State Auditor Letter, Deputy County Manager Steven Lynne *specifically advised* the RCLC Board during its August 11, 2017, Board Meeting that RCLC was not subject to the Audit Act:

"E. Discussion/Action Items | 9:10-10:03a

c. Budget Update, Steve Lynne – 10:04a-

i. member contribution funds were recorded for Ohkay Owingeh

i. Mayor Gonzales – Is the RCLC subject to any audit regulations? Steve replied no. Due to the small size of the Coalition, a full audit by Los Alamos County is not required. The current audit role has a tiered approach."

See RCLC's August 11, 2017, Meeting Minutes, attached as Exhibit K. Based on the State Auditor's Letter, it appears RCLC should have been treated as a local public body for Audit Act purposes, however, it does not appear that RCLC was ever informed or advised that tier system audits were required. *See* Section 9.4 for additional discussion. Deputy County Manager Lynne's advice to the RCLC Board paired with the County taking responsibility for examining the nature and character of RCLC is part of the basis for reliance by RCLC upon the County to keep RCLC compliant.

6.0 COMPLIANCE ISSUES WITH RCLC'S TRAVEL POLICY

6.1 Overview of RCLC's Travel Policy

RCLC's Bylaws state that 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." *See* RCLC Bylaws, Art. II (D). Rather than resolve to be bound by existing state law under the Per Diem and Mileage Act, RCLC's Board of Directors

⁷ *See State ex rel. Educ. Assessments Sys., Inc. v. Coop. Educ. Services of New Mexico, Inc.*, 1993-NMCA-024, ¶ 9, 848 P.2d 1123, 1125 ("Local public bodies encompass "every political subdivision of the state and the agencies, instrumentalities and institutions thereof." Section 13-1-67. Both EASI and CES agree that the parties to the joint powers agreement are local public bodies. Thus, as local public bodies, school districts are generally subject to the provisions of the Procurement Code. Under the Joint Powers Agreements Act, a joint agency can exercise the powers of any of its member agencies "subject to any of the restrictions imposed upon the manner of exercising such power of one of the contracting public agencies."").

adopted a separate written policy titled “Regional Coalition Travel Policies and Budget” by resolution on September 21, 2012 (“Travel Policy”), attached as Exhibit L. The Travel Policy appears to constitute the guidance under which all RCLC travel and other expenses⁸ were analyzed and reimbursed, whether the analysis was performed by RCLC or the County.

The Travel Policy is intended to “delineate those valid business expenses for which Board members and staff of the Regional Coalition may qualify for payment or reimbursement.” *See* Travel Policy, Sec. II. The Travel Policy applies to “all employees, contract staff, and board members of the Regional Coalition.” *Id.* at Sec. III. Importantly, the Travel Policy states that “[a]nything not specifically covered must be authorized by the Board of Directors of the Regional Coalition.” *Id.* at Sec. II. “For out-of-state travel and training, that will be paid for with Regional Coalition funding, approval is required by the Board of the Regional Coalition.” *Id.*

The Travel Policy appears provide flat per diem meal rates, inclusive of gratuities and tax, but the policy itself bears contradiction. *Id.* at 5. The Travel Policy first instructs that “no receipts” are required for meals, but then states “itemized receipts” for meals and incidentals *are* required. *Id.* at 6. For in-state travel, the rate is \$50 a day; on “those days where the staff member is not eligible for three meals at Regional Coalition expense,” the rate is \$10 for breakfast, \$14 for lunch, and \$26 for dinner. *Id.* at 5. For out-of-state travel, the rate is \$60 a day; “on those days where the staff member is not eligible for three meals at Regional Coalition expense,” the rate is \$12 for breakfast, \$15 for lunch, and \$33 for dinner, excluding tips. *Id.* “Part day travel per diem is prorated by the meal component based upon when travel starts.” *Id.* Per diem rates are to “be reduced for any meals provided as part of a conference/function.” *Id.* The daily rate for incidental expenses, such as phone calls, is \$8. *Id.*

The Travel Policy imposes no monetary limits on lodging per se, but lodging expenses are “limited to the standard room rate for single occupancy for the minimum number of nights required to attend the function,” and retention of itemized receipts is required. *Id.* at 4. Stays outside the number of nights required to attend the function are personal expenses and shall not be reimbursed. *Id.*

The Travel Policy requires travelers to purchase the lowest airfare available. *Id.* at 2. “[U]pgrades or enhancements” to airfare, such as first-class airfare, “are personal expenditures and will not be paid by the Regional Coalition.” *Id.* The Travel Policy also prohibits specific expenses. Of note are prohibited items such as beverages, snacks, gifts, “entertainment and recreation expenses,” and alcoholic beverages. *Id.*

6.2 RCLC’s Travel Policy Does Not Align with the Per Diem and Mileage Act

RCLC’s Travel Policy deviates significantly from the Per Diem and Mileage Act regulations. The Per Diem and Mileage Act regulations apply “to the reimbursement of expenses for all salaried and non-salaried public officers and employees of all states agencies and local public bodies,” with the exception of state legislators and educational officials. 2.42.2.2 NMAC.

⁸ RCLC did not adopt any additional policies, other than the Travel Policy, to govern allowable expenses of the RCLC. Accordingly, it is assumed that the RCLC Board of Directors intended all expenses to follow the Travel Policy or as otherwise approved by the Board of Directors.

RCLC is not excepted or exempt from the Per Diem and Mileage Act under any known DFA guidance. Notably, the Per Diem and Mileage Act does allow local public bodies to decrease or eliminate per diem rates set by statute and regulation, but *not* to increase rates. 2.42.2.12.C NMAC. Although the Review Period does not contain documentation of County involvement assisting RCLC in creating the original Travel Policy, notably, the RCLC Travel Policy does incorporate certain procedures found in the County’s Travel Policy suggesting the County did guide development of the Travel Policy. *See* Table 1.0, Comparison of Per Diem and Mileage Act to Travel Policies. Moreover, the evidence shows the County recently assisted RCLC in attempting to amend the Travel Policy, which amendment would have exempted the executive director from any restrictions on expenditures at all. This amendment was not adopted by the Board.

The problem with applying the County’s Travel Policy to RCLC is that the County is excepted from the Per Diem and Mileage Act as a “Home Rule” municipality and is permitted to adopt its own travel policies.⁹ RCLC, as an entity formed under the Joint Powers Agreement Act, however, does not have a home rule charter and thus is subject to the restrictions imposed upon any of its contracting public agencies in exercising joint powers, including restrictions related to travel reimbursements. Since a number of the other members of the JPA do not have the “Home Rule” permission, the restrictions placed upon them under the state laws applies to RCLC. This “confusion” about what rules govern RCLC may have led to RCLC adopting the Travel Policy rather than resolving to follow the Per Diem and Mileage Act.

The Travel Policy’s reimbursement procedures and limits do not comply with the Per Diem and Mileage Act. *Id.* Below, please find Table 1.0 Comparison of Per Diem and Mileage Act to Travel Policies.

Provisions	Per Diem and Mileage Act 2.42.2 NMAC	Los Alamos County Travel Policy (Home Rule Charter)	RCLC Travel Policy
Meal Per diem for out-of-state travel	(1) Actuals in lieu of per diem, \$45 per day for actual meal expenses, and lodging not to exceed \$215 per night. Lodging may exceed \$215 if prior approval is obtained. Receipts required. OR (2) \$115 flat per diem. Inclusive of meals and overnight lodging. No receipts required.	\$60 flat per diem if overnight lodging required. No receipts required. May exceed limits at business meetings at restaurants where average meal cost exceeds meal allowance under County’s Discretionary Expenses Policy.	\$60 flat per diem. No receipt needed.
Meal per diem for in-state travel	(1) Actuals in lieu of per diem, \$35 per day for actual meal expenses, and lodging not to exceed \$215 per night. Lodging may exceed \$215 if prior approval is obtained. Receipts required. OR (2) \$85 flat per diem. Inclusive of meals and lodging. No Receipts required.	\$45 flat per diem if overnight lodging required. No receipts required. May exceed limits at business meetings at restaurants where average meal cost exceeds meal allowance under County’s Discretionary Expenses Policy.	\$50 flat per diem. No receipts required.

⁹ Under the “Home Rule” provision of the New Mexico Constitution, citizens of a municipality may adopt a home rule charter, which allows a municipality or local entity to exercise powers normally reserved to the state legislature, unless those powers are specifically prohibited by statute. N.M. Constitution, Art. X, Sec. 6.

Partial meal per diem for out-of-state travel	Less than 2 hours: none. 2 hours but less than 6: \$12 6 hours but less than 12: \$20 12 hours or more: \$30	Less than 5 hours: none . 5 hours or more, less than 12: \$10 12 hours or more, less than 18: \$25 18 hours or more: \$45	Breakfast \$12 Lunch \$15 Dinner \$33 *Not based on hours. To be adjusted when travel starts and finishes.
Per diem reduction for complimentary meals provided during travel	If traveler receives complimentary meals or lodging can only reimbursed for Actuals .	Requires traveler to disclose meals provided. Reduce per diem in the following amounts: breakfast -\$13, lunch -\$20, Dinner -\$27.	Requires traveler to disclose meals provided. Reduce per diem in the following amounts: breakfast -\$12, lunch -\$15, dinner -\$33.
Lodging	(1) Actuals in lieu of per diem, \$45 per day for actual meal expenses, and lodging not to exceed \$215 per night. Lodging may exceed \$215 if prior approval is obtained. Receipts required. OR (2) \$115 flat per diem. Inclusive of meals and overnight lodging. No receipts required.	Cost not to exceed \$160. For high cost areas, not to exceed \$215 (including D.C.). If over that amount, approving authority may approve full reimbursement. Itemized receipts required.	No limit. Standard room rate for single occupancy. Itemized receipts required.
Air Travel	Actual costs for travel by common carrier, provided such travel is accomplished in the most economical manner practical.	Coach fare rates are maximum allowable expense.	Lowest possible round-trip coach fare. Upgrades or enhancements not to be paid.
Incidental expenses	\$6 per day, not to exceed \$30 per trip. If exceeds amount, entire amount of reimbursement claim must be accompanied by receipts.	When overnight travel required. In-state: \$7, not to exceed \$35 per trip. Out-of-state: \$10, not to exceed \$50 per trip.	\$8 per day. Examples: reasonable personal telephone calls. No receipts.
Mileage Reimbursement	80% of the IRS rate set January 1 of the previous year.	Reimbursement at allowable rate established by IRS.	Reimbursement at allowable rate established by IRS.
Taxi and ground transportation	\$6 per diem not to exceed \$30 per trip. This cost counts toward incidental expenses. OR Actuals with receipt.	No limit. Supporting documentation to substantiate claimed expense required.	No limit. Necessitated by business trip when date, origination, and destination are documented.
Training/Conferences	Yes. Receipt required.	N/A, but presumably covered.	Yes. In-state with Executive Director approval. Out-of-state with RCLC Board approval.
Travel advances	Written request accompanied by travel voucher. Board may approve up to 80% for per diem or for actual cost of lodging and meals.	Yes. Up to 80% of allowable estimated travel costs requiring one night or more away from work location and place of residence. Not less than \$100.	N/A

Prohibited expenses	Expenses prohibited by the Anti-Donation Clause and DFA rules, including alcohol, entertainment expenses and any expense that does not serve a public or statutory purpose.	Entertainment, tours, competitions, alcoholic beverages, mini bar refreshments, tobacco, expenses for guests, personal expenses.	Personal items, beverages and snacks, gifts, entertainment and recreation expenses, alcoholic beverages, expenses for guests.
Companion expenses	Prohibited.	Prohibited.	Prohibited.
Total Annual Travel Limitation	\$1,500. Approval from chair or department head required to exceed. NMSA 1978, § 10-8-5(I).	No limit.	\$10,000 for contract staff and Board members

7.0 OVERVIEW OF STATUTES, REGULATIONS AND CODES APPLICABLE TO INVESTIGATION

7.1 Summary of Statutes, Regulations and Laws Applied in Investigation

7.1.1 *Per Diem and Mileage Act*

The Per Diem and Mileage Act and Department of Finance regulation 2.42.2 NMAC govern per diem and mileage allowance for public officers and employees. NMSA 1978, § 10-8-2 (1971). A “public officer” is “every elected or appointed officer of . . . [a] local public body.” An “employee” is “any person who is in the employ of any . . . local public body . . . and whose salary is paid either completely or in part from public money[.]” *Id.* at § 10-8-3.

The Per Diem and Mileage Act and corresponding regulations provide for three types of claims: (1) partial per diem; (2) a flat daily per diem rate; and (3) reimbursement for actual expenses. When lodging and/or meals are provided or paid for by the governing body, or another entity, the public officer or employee is entitled to reimbursement only for actual expenses. 2.42.2.8.A NMAC. Partial per diem is granted for “public officers or employees who occasionally and irregularly travel which does not require overnight lodging, but extends beyond a normal work day[.]” 2.42.2.8.B.1 NMAC. Occasional and irregular travel is defined as “not on a regular basis and infrequently,” e.g. “once a month with irregular destinations and at irregular times or travels four times in one month and then does not travel again in the next two months, so long as this is not a regular pattern.” *Id.*

A normal workday is “8 hours within a nine-hour period.” Partial per diem is calculated as follows: (a) for less than 2 hours of travel beyond normal work day, none; (b) for 2 hours, but less than 6 hours beyond the normal work day, \$12.00; (c) for 6 six hours, but less than 12 hours beyond the normal work day, \$20.00; (d) for 12 hours or more beyond the normal work day, \$30.00. *Id.* For in-state travel that does not require overnight lodging, nonsalaried public officers may elect to receive a flat per diem rate of \$95 per meeting day for each board or committee meeting attended. 2.42.2.8.C NMAC. Nonsalaried public officers who serve in dual capacities, i.e., concurrently in positions with a salary and without a salary, “may not receive per diem rates for attending meetings held in the place of their home or at their designated posts of duty unless on leave from position as public officers or employees.” *Id.*

Public officers and employees who travel in-state overnight where lodging is required may elect to claim a flat per diem rate of \$85, and if traveling out-of-state overnight, \$115. On the day of

return from out-of-state overnight travel, partial per diem is granted. Calculating the number of hours eligible for partial per diem when returning involves noting the time the traveler initially departed, then “[dividing the] number of hours traveled by 24. Hours remaining constitute partial day which shall be reimbursed [according to partial per diem rates.]” 2.42.2.8.B.3 NMAC.

Public officers and employees may elect to claim reimbursements for actual expenses in lieu of per diem rates. 2.42.2.9 NMAC. In order to qualify for reimbursement of actual expenses, the governing authority of the local public body must give prior written approval. *Id.* Eligible expenses are lodging and meals. *Id.* If lodging costs exceed \$215 per night, the public employee or officer requesting reimbursement “must obtain the signature of . . . the chairperson of the governing board on the travel voucher prior to requesting reimbursement and on the encumbering document at the time of encumbering the expenditure.” *Id.*

Actual meal expenses are capped at \$30 for in-state travel and \$45 for out-of-state travel per day. *Id.* Reimbursement requests for actual lodging and meal expenses must be accompanied by the original receipts; in the event that providing “receipts would create a hardship, an affidavit from the officer or employee attesting to the expenses may be substituted for actual receipts.” *Id.* This affidavit “must accompany the travel voucher and include the signature of the . . . [chair of the] governing board.” *Id.* Other expenses such as ground transportation, gratuities, and parking fees may be reimbursed without receipts at \$6 per day, not to exceed \$30.00 per trip. 2.42.2.12 NMAC. If the requested reimbursement amount exceeds \$6 per day or \$30 per trip, receipts must be submitted to be reimbursed for actual “other” expenses incurred.

“[R]egistration fees for educational programs or conferences” may be reimbursed, “provided, if the fee includes lodging or meals, then no per diem rates shall be paid and only actual expenses paid by the officer or employee and not included in the fee shall be reimbursed within the limits of 2.42.2.9 NMAC[.]” 2.42.2.12.B(3) NMAC.

7.1.2 *Anti-Donation Clause*

The Anti-Donation Clause of the New Mexico State Constitution provides:

Neither the state nor any county, school district or municipality, except as otherwise provided in this constitution, shall directly or indirectly lend or pledge its credit or make any donation to or in aid of any person, association or public or private corporation or in aid of any private enterprise for the construction of any railroad except as provided in Subsections A through G of this section.

N.M. Const. art. IX, § 14. The Anti-Donation Clause applies to any governmental body that uses public money. A “donation” means a “‘gift,’ an allocation or appropriation of something of value, without consideration[.]” *Village of Deming v. Hosdreg Co.*, 1956-NMSC-111, ¶ 36. The Anti-Donation Clause was originally aimed at preventing local governments from using public money to purchase stocks and bonds to aid private businesses, which was common in the late 1800s and early 1900s. *City of Clovis v. Southwestern Pub. Serv. Co.*, 1945-NMSC-030, ¶ 23, 24. Many of the businesses failed, leaving public entities responsible for business debts and obligations. *Id.* The

Anti-Donation Clause was not otherwise intended to affect governmental services to the public to accomplish government functions. N.M. Att’y Gen. Op. 97-02 (1997) at 4.

“Reasonable” reimbursement for travel, lodging and meal expenses is permissible under the Anti-Donation Clause, provided the purpose of the travel is demonstrably related to the public entity’s statutory functions. N.M. Att’y Gen. Op. 97-02 (1997) at 5. On the other hand, expenditures of public money that are not sufficiently related to an entity’s statutory duties or amount to a subsidy of private individuals are not permissible under the Anti-Donation Clause. *Id.* at 6. Such impermissible expenditures include expenses for employee birthday parties and “entertainment such as plays, sporting events and concerts” that do not have a sufficiently direct relationship to authorized business. *Id.*

DFA provides four criteria for determining if an expenditure qualifies “for a purpose authorized by law,” pursuant to NMSA 1978, Section 6-5-6:

1. An agency’s expenditures be consistent with the agency’s mission.
2. The expenditure must serve public benefit and purpose.
3. Th expenditure must be the result of making the best choice between options that results in the least amount of expenditure possible.
4. The expenditure must be based on sufficient appropriation, budget, and available resources.

See DFA White Paper: “Authority and the Propriety of Expenditures.” Expenditures for a public purpose are those that “aid or promote progress towards an agency achieving its constitutional, statutory, or contractual mission[.]” *Id.* “If expenditures result in an agency achieving that mission (either in whole or in part), the expenditures provide a public benefit.” *Id.* Alcohol is an example of an item that does not provide a public purpose or benefit. *Id.*

Further, with respect to non-travel-related purchases of food, refreshments and snacks by a public agency, DFA Policies and Procedures FIN 5.23¹⁰ states that such purchases must comply with the following:

1. The purchases must be related directly to an event (training, conference, etc.) that is a part of the agency’s mission and regular course of business.
2. The purchases must not exceed the current partial day per diem rate for meals per attendee at the event. For example, single meal \$12.00; two meals \$20.00 per individual.
3. Certification of per person expenditure must accompany the invoice when submitted to Financial Control Division of DFA for payment.
4. In those cases where the amounts would exceed those established in this Standard, a White Paper will be required. However, every effort should be made to keep costs

¹⁰ State of New Mexico Manual of Model Accounting Practices (2018). A copy can be obtained at http://nmdfa.state.nm.us/uploads/FileLinks/9028a1a2029249e6a7cdcf12cd356e99/Model_Accounting_Practices_M anual_2018_1.pdf.

below the current per diem rate for meals. Compelling exigent circumstances will need to be present and proven in order to exceed current per diem meal rates.

5. Such purchases are considered miscellaneous expenses and must be charged to the correct expenditure chart of accounts (400) and account code (547900).
6. Must be for the convenience of the agency.
7. Must be infrequent.
8. Employer paid meals are considered a fringe benefit by the IRS and could be taxable income. However, meals for the most part are excluded from the employee's wages as it is considered a de minimis (little value) benefit. Care needs to be taken as to frequency and amount spent on meals to ensure it remains de minimis in the eyes of the IRS.

7.1.3 State Audit Act

The Audit Act, NMSA 1978, Sections 12-6-1 to -14, mandates procedures for financial reporting and accountability. The Audit Act applies to state agencies and local public bodies. NMSA 1978, § 12-6-3 (2012). Under Section 12-6-3 of the Audit Act and 2.2.2.16 NMAC, a local body with revenue totaling more than \$50,000 but less than \$250,000 must hire an Independent Public Accountant (“IPA”) to perform a tier four “agreed upon procedures engagement.” Based on RCLC’s annual revenue discussed in Section 3.1, RCLC falls under the tier four requirements. RCLC is a local public body subject to a tier four audit in accordance with the State Auditor Letter.

7.1.4 Governmental Conduct Act

The Governmental Conduct Act places a subjective, ethical duty on public officers and employees. NMSA 1978, § 10-16-3 (2011). It is primarily concerned with conflicts of interest and other misuses of public power. The Governmental Conduct Act mandates that public officials are to act ethically and responsibly and prohibits bribery. NMSA 1978, § 10-16-3. Implied under the Act is the responsibility to ensure public funds are used and appropriated in a responsible manner.

7.1.5 Los Alamos County Code of Conduct

The County’s Code of Conduct applies to County officials and employees and mirrors the Governmental Conduct Act with regard to its prohibitions of conflicts of interest and other misuses of public power. Los Alamos County, N.M., Code of Ordinances ch. 30, art. I, § 30-4 (2014). Section 30-5 states that public officials shall not “use or misuse . . . resources for personal benefit[.]” *Id.* Violation of the Code exposes a public official to discipline, removal, civil or criminal penalties under state law. *Id.* at § 30-16.

8.0 OVERVIEW OF ARC REIMBURSEMENTS

Almost all of RCLC’s administrative, travel, and operating expenses were incurred by ARC on behalf of RCLC. With the exception of a reimbursement to the City of Santa Fe, all impermissible reimbursements identified in the Review Period were incurred by ARC as a private contractor.

Notably, ARC agreed to be bound by the provisions of the Travel Policy. *See* ARC Agreement, Section C(3). As mentioned above, the Travel Policy was the only policy RCLC adopted to govern expenditures and reimbursements.

In response to our IPRA Request, we received from the County reimbursement documentation for all months of the Review Period except November 2016, December 2016, November 2017, and December 2017. We were not able to confirm whether ARC submitted reimbursement requests for expenses during these months and, if so, why this documentation is missing.

8.1.1 Summary of Reimbursements

ARC requested reimbursement for a total of **\$34,268.84** in expenses during the Review Period, none of which appear to have been denied by the County. This amount was exclusive of the ARC's monthly compensation, and included reimbursements for travel, mileage, meals, entertainment, marketing costs, conference fees. *See* Summary of Impermissible Expenses and Reimbursements, attached as Appendix B.

8.1.2 Meals

A total of **101 reimbursements for meals or food items** were disbursed to ARC during the Review Period, totaling **\$8,122.60**. With respect to meals and food reimbursement, lack of prior approvals, lists of attendees, and itemized receipts made it difficult to determine if certain reimbursements treated private individuals, included alcohol, or served an appropriate business purpose. Obviously, the County would have suffered the same difficulty at the time the reimbursements were approved but nonetheless the County did not provide evidence of ever having denied such incomplete reimbursement requests. Reimbursement for meals were categorized as follows:

- **Twenty-two (22) reimbursements, totaling \$783.47**, were attributable to meals and refreshments purchased for RCLC Board Meetings. In these instances, ARC would purchase things like coffee, breakfast or lunch to be served at RCLC Board meetings. We did not locate any documented prior approvals by the Board for these purchases.
- **Forty-three (43) reimbursements, totaling \$6,817.76**, were attributable to non-Board meeting/non-travel related meals that included guests or involved dining with non-RCLC individuals. The line item descriptions for these reimbursements included descriptions noting guests or a group expenditure (i.e. **8/30/16** Paper Dosa – Dinner with Brian Crone, Rep. Lujan \$26.02; **12/15/2017** – La Cocina – NNM Stakeholder Breakfast w/A&M Team \$193.17). Because we have no Board approvals for these expenditures prior to reimbursement, and in many cases no itemized receipts and/or list of attendees, it is difficult to determine if some of these food purchases included alcohol, served non-RCLC affiliated individuals or should otherwise be attributable to meals claimed as travel per diem. Appendix B notes those reimbursements that lack inappropriate and incomplete documentation, and have noted Travel Policy or Anti-Donation Clause violations.

- **Thirty-five (35) reimbursements, totaling \$521.37**, were attributable to meals related to travel of ARC employees, which are assumed to be “reasonable” based upon the dates of travel.
- **Sixty-five (65) reimbursements** violated the Travel Policy for exceeding per diem limits without documented prior approval, or for treating guests, purchasing alcohol, or otherwise violating expense restrictions. *See* Summary of Impermissible Expenses and Reimbursements, attached as Appendix B.

8.1.3 *Airfare and Lodging*

ARC submitted six (6) reimbursements for airfare, totaling \$2,888.43, and eight (8) reimbursements for out-of-state lodging, totaling \$6,978.31, during the Review Period. Appendix B identifies those reimbursements with noted Travel Policy, Per Diem and Mileage Act or Anti-Donation Clause violations.

8.1.4 *Unconventional Reimbursement Practices*

Several unconventional reimbursement practices by ARC and RCLC were discovered during the investigation. The circuitous route taken to pay and request reimbursement appears to have been undertaken, in some cases, to circumvent necessary approvals:

1. **ARC purchased meals or sporting event tickets for RCLC Board members and non-Board members.** At least forty-three (43) reimbursements were related to group meals, and seven (7) reimbursements are confirmed to have included non-RCLC guests. *See* Summary of Impermissible Expenses and Reimbursements, attached as Appendix B. Reimbursement for Twelve (12) tickets (totaling \$307.00) to a Washington Nationals MLB baseball game on September 5, 2017 violated Section VIII (Prohibited Expenses) of the Travel Policy and included guests (“Alice Lucero, Alice Lucero’s guest, Roger Gonzales, Joe Sanchez, Rick Reiss, Andrea Romero”; six tickets went unused). *See* ARC Table of Attendees and Receipts, Exhibit A.
2. **ARC reimbursed Board members on behalf of RCLC.** ARC reimbursed per diem, lodging and airfare expenses to RCLC Board members Peter Ives and Robert Anaya for travel that occurred from February 20-24, 2017 to Washington, D.C. ARC then subsequently sought reimbursement from RCLC for such expenses. An attached memorandum from ARC states “it would be appropriate for Andrea Romero Consulting to issue payment in a timely fashion versus having to receive separate approval from the Coalition to issue”. *See* Memorandum of Andrea Romero, dated March 20, 2017, Exhibit I.
3. **ARC requested double reimbursement and then credited back RCLC.** In at least three (3) instances (January 2017, September 2017, and January 2018), ARC requested reimbursement from RCLC and Environmental Communities Alliance (“ECA”) ¹¹ for

¹¹ ECA is a third-party organization with its business address listed in Washington, D.C. It is our understanding that the County also serves as ECA’s fiscal agent.

the same travel. Upon receiving reimbursement from ECA, ARC then issued a credit to RCLC to repay the double reimbursement. It is not clear why this occurred. See Appendix B.

9.0 ANALYSIS OF COMPLAINT ITEM NO. 1

Complaint Item No. 1 of the Ethics Complaint states:

“Los Alamos County memo “Regional Coalition of LANL Communities (RCLC) Review,” dated February 21, 2018 (“Memo”) identifies serious expense charge improprieties by the RCLC, which may include improper gifts of meals, sporting event tickets, and alcohol provided to officials of Los Alamos County and others. The investigation should determine the nature and extent of any improper items of value or prohibited items accepted by current or former elected or appointed officials of Los Alamos County.”

We have identified multiple instances in which expenses of RCLC and travel reimbursements violated state law and constitutional provisions during the Review Period. See Summary of Impermissible Expenses and Reimbursements, attached as Appendix B. There are instances in which some of these improper expenses (i.e. meals and entertainment) were attended by County officials including County Manager Harry Burgess, Councilor Rick Reiss, former Councilor Kristin Henderson, former Deputy County Manager Brian Bosshardt, Councilor Christine Chandler, and former Councilor Steven Girrens. Below is an analysis of the expenditures and reimbursements identified in Appendix B under the Per Diem and Mileage Act, the Anti-Donation Clause, Governmental Conduct Act and County Code of Conduct.

9.1 Analysis of Per Diem and Mileage Act Violations

This investigation found evidence of multiple violations of the Per Diem and Mileage Act. See Appendix B.

1. RCLC’s Travel Policy violates the Per Diem and Mileage Act on its face. See Table 1.0.
2. ARC and RCLC Board members failed to obtain approval from the Chairperson prior to incurring actual expenses for food, lodging, and other expenses that may be claimed *in lieu of per diem* only with prior approval.
3. ARC and RCLC Board members failed to obtain approval from the Chairperson prior to incurring amounts in excess of \$215 for lodging expenses.
4. The Travel Policy’s incidental per diem of \$8 per day exceeds the Per Diem and Mileage Act limit of \$6 per day (up to \$30 per trip) for ground transportation, parking, and gratuities. If the amount exceeds \$6 per day, or \$30 per trip, receipts are required. Documentation provided by the County shows reimbursements in excess of \$30 per trip.
5. Per Diem regulations require that if meals are provided, the traveler is *only* entitled to claim actual expenses. See Table 1.0.
6. To clarify, the Per Diem and Mileage Act only allows for a flat per diem rate or partial per diem as calculated in the regulation, or actual expense reimbursement with receipt in lieu

of per diem rates. The Per Diem and Mileage Act does not authorize an individual “meal” per diem rate separate from and simultaneously claimed with actual costs of lodging and other expenses. Thus, the RCLC Travel Policy’s allowance of a meal per diem rate of \$50 and \$60 for in-state and out-of-state travel, respectively, is inconsistent with the Per Diem and Mileage Act.

9.2 Analysis of Travel Policy Violations

The Travel Policy on its face violates the Per Diem and Mileage Act by allowing meal expenditures in excess of the Act’s \$30 in-state and \$45 out-of-state limits. Even if the Travel Policy were legal, however, documentation indicates multiple violations thereof.

9.2.1 *Uneven Application of the Travel Policy*

The difficulty in analyzing County official conduct under the RCLC Travel Policy lies in how the policy is to be interpreted and how inconsistently it has been applied. Taken on its face, the Travel Policy appears to provide a flat per diem meal rate and does *not* provide for actual expense reimbursement. During the Review Period, however, ARC and RCLC Board members submitted reimbursement requests with receipts, apparently for reimbursement of actual meal expenses. This reimbursement procedure, entirely outside of the RCLC Travel Policy, is not authorized.

9.2.2 *Violations of the Travel Policy*

Fifty-seven (57) Travel Policy violations occurred during the Review Period. *See* Summary of Impermissible Expenses and Reimbursements, Appendix B. Some expenditures and reimbursements violated multiple provisions of the Travel Policy.

The investigation identified numerous violations of the Travel Policy in which ARC was reimbursed for expenses exceeding the Travel Policy limits of \$50 and \$60 for in-state and out-of-state spending, respectively, as discussed in more detail in the Summary of Impermissible Expenses and Reimbursements attached as Appendix B. The primary categories of impermissible expenses included:

- **Eighteen (18) reimbursements** for meals that exceeded the daily in-state per diem limit of \$50. *See* Appendix B, at 15.
- **Eighteen (18) reimbursements** for meals that exceeded the daily out-of-state per diem limit of \$60. *See* Appendix B, at 17.
- **Thirteen (13) reimbursements** for prohibited expenditures such as alcohol, beverages, snacks, expenditures for guests, and entertainment, such as 12 tickets to the Washington Nationals baseball game. *See* Appendix B, at 19.
- **Eight (8) reimbursements** for meals, entertainment, and travel expenses purchased on behalf of other RCLC Board members. *See* Appendix B, at 19.

9.2.3 *Difficulties in Substantiating the County's Audit Findings Under the Travel Policy*

With respect to ARC reimbursements, the County Audit examined reimbursements *already* made during 2016-2018 and identified **nineteen (19) reimbursements** that should have been disallowed. *See* County's Informal Audit of RCLC's Reimbursements, dated February 21, 2018 ("County Audit"), attached as Exhibit M. The County attempted to correct these improprieties by going back and debiting the impermissible expenses from each reimbursement request, and then crediting travelers *after the fact* for all possible per diem that could have been incurred for any ARC traveler if that had been the nature of the request at the time. *Id.* The County Audit ultimately determined ARC owed RCLC \$2,246.90 to "remedy non-compliance with the Travel Policies." *See* County Audit, at 3. This dollar amount was widely-publicized as the extent of possible improper expenditures and reimbursements during the Review Period. Our investigation revealed otherwise.

The County Audit's finding of \$2,246.90 largely under-characterizes the amount and extent of impermissible RCLC-related expenditures and reimbursements, which is problematic for two reasons:

First, RCLC's ability to circumvent statutory restrictions on use of public money through purchases by an "independent contractor" is suspect because this circuitous method allows RCLC ultimately to do what it could not do if it directly employed an executive director. Then, the County's attempt to adjust the discrepancies and seek reimbursement from ARC does not otherwise "unwind" the careless and possibly recklessness of the activity itself under state law.

Second, when the County took on the project of adjusting reimbursements *after the fact*, such action required significant speculation by the County as to when travel occurred and what meals were provided that would reduce an individual's per diem entitlement. There were several instances where we could not substantiate the County Audit findings that travelers had traveled out of state for a particular number of days. For example:

- For ARC's September 2017 reimbursement, the County credited ARC \$60 per diem for seven days of travel (totaling \$420). *See* ARC's September 2017 Reimbursement, Appendix B.
 - o According to the hotel receipt submitted with the reimbursement, however, Ms. Romero's only out-of-state travel for that month was Sunday, September 10 to Thursday, September 14. (Ms. Romero's airfare receipt shows a departure on September 11).
 - o Thus, in this instance, Ms. Romero should have only been credited for five days, not seven.

Further, we could not substantiate the County's finding that Ms. Romero should receive full per diem without adjustment for meals *provided to her* during her travel requiring a reduction in per diem pursuant to Section VII of the Travel Policy. For example, utilizing the same September 2017 travel to Washington, D.C:

- ARC originally claimed meal reimbursement for two meals on September 11 (Casa Luca, \$1,850.95, and Alibi, \$93.00). *See* ARC’s September 2017 Reimbursement, Appendix B.
 - o On September 11, we do not know whether Ms. Romero went without breakfast, if breakfast was included as part of a conference or function, or if per diem was subject to only partial-day per diem for a travel day.
 - o If any of the above were the case, ARC could only claim credit for the meals that were reimbursable, pursuant to the breakfast/lunch/dinner breakdown in the Travel Policy. In essence, much of the meal and incidental per diem that the County Audit credited to ARC is problematic because it consistently credited her for full per diem reimbursement based on conjecture and no documentation.
 - o As stated above, ARC was credited for a full seven days of per diem at \$60, totaling \$420.
 - o ARC was also credited \$258.00 in incidentals *post hoc* for these travel days, which had not previously been claimed by ARC during the Review Period.

In sum, the County credited ARC with thirty-three (33) days of per diem travel, totaling \$1,980.00. Each day requires a similar analysis, which we are unable to substantiate with the documentation available to the County at the time the County Audit was performed.

9.3 Analysis of Anti-Donation Clause Violations

We found **nine (9) Anti-Donation Clause violations** that occurred during the Review Period, totaling \$5,326.06. *See* Summary of Impermissible Expenses and Reimbursements, attached as Appendix B, at 12; *see also* ARC Table of Attendees and Receipts, July 27, 2018, attached as Exhibit A. These violations included the following reimbursements:

1. **May 2016: Rasika West End Coalition Dinner (\$670.70)**
 - o Alcohol was served.
 - o 6 confirmed attendees.
 - o Cost per person exceeded meal limits under DFA Policies and Procedures FIN 5.23.
2. **May 2016: Washington Nationals Dinner (\$39.00)**
 - o Unknown attendees.
 - o Cost per person exceeded meal limits under DFA Policies and Procedures FIN 5.23.
3. **February 2017: Casa Luca RCLC/ECA Group Dinner (\$796.25)**
 - o Alcohol was served.
 - o 12 attendees, including one guest.
 - o Cost per person exceeded meal limits under DFA Policies and Procedures FIN 5.23.
4. **February 2017: Momofuku CCDC—RCLC Group Dinner (ECA & RCLC) (\$197.12)**
 - o Alcohol was served.
 - o 5 attendees.
 - o Cost per person exceeded meal limits under DFA Policies and Procedures FIN 5.23.
5. **August 2017: Bull Ring Dinner Meeting (\$286.78)**

- Alcohol was served.
 - 4 attendees.
 - Cost per person exceeded meal limits under DFA Policies and Procedures FIN 5.23.
- 6. August 2017: El Paragua—EM & Board members Dinner (\$396.26)**
- Possible that alcohol was served.
 - 7 attendees.
 - Cost per person exceeded meal limits under DFA Policies and Procedures FIN 5.23.
- 7. August 2017: purchase of 12 tickets to the MLB Nationals Game on September 5, 2017 (\$307.00)**
- The game was attended on the September 2017 DC trip.
 - 6 attendees, including 1 guest. 12 tickets total had been purchased—other attendees did not show up.
 - Does not serve RCLC statutory or contractual purpose.
- 8. September 2017: Casa Luca 16-Person RCLC Dinner, (\$1,850.95)**
- Alcohol was served.
 - 15 attendees, including one guest.
 - 16th person’s meal was paid for but did not show up.
 - Cost per person exceeded meal limits under DFA Policies and Procedures FIN 5.23.
- 9. January 2018: Delancy Street Foundation Board Dinner—Catering (\$782.00)**
- Alcohol was served.
 - Cost per person exceeded meal limits under DFA Policies and Procedures FIN 5.23.

TOTAL: \$5,326.06

As stated above, there are four criteria for determining if an expenditure is “for a purpose authorized by law,” pursuant to NMSA 1978, Section 6-5-6; *see* N.M. DFA at 2.¹² Department of Finance and Administration guidance is also informative in an Anti-Donation Clause analysis. The first criterion is whether the expenditure is consistent with the “Constitutional, Statutory, and Contractual Mission” of the agency. *Id.* The second criterion whether the expenditure “aid[s] or promote[s] progress towards an agency achieving its constitutional, statutory, or contractual mission[.]” *Id.* “If expenditures result in an agency achieving that mission (either in whole or in part), the expenditures provide a public benefit.” *Id.* Alcohol is an example of an item that does not provide a public purpose or benefit. *Id.* The third criterion is whether this expenditure is the “best choice between options,” that results in “the least amount of expenditure possible.” *Id.* at 4. The fourth criterion is the expenditure must be intended for the purposed designated by the legislature or other governing body. *Id.*

Applying the above framework to the facts, several transactions are particularly concerning where RCLC’s general purposes in the JPA include the following:

¹² “Authority and the Propriety of Expenditures”, DFA White Paper, July 2002. A copy can be obtained at <http://nmdfa.state.nm.us/uploads/FileLinks/5e26b7e8bfa94c68a3e8fe29d8a1670c/WPPProExp.pdf>

1. Promotion of economic development
2. Promotion and coordination of environmental protection and stewardship
3. Participation in regional planning
4. Evaluation of policy initiatives and legislation for impact on the RCLC

JPA at 2-3. Several RCLC travel, meal and alcohol expenses on their face benefitted or subsidized *private individuals* rather than RCLC. While RCLC Board members may claim that travel, meals, and alcohol were related to accomplishing RCLC's duties and mission, and therefore did not amount to subsidizing private individuals, these expenses were generally excessive and not reasonable or necessary, especially with respect to the high cost of some meals, alcohol, and a first-class plane ticket. Certain meals, such as the August 2017 Bull Ring dinner and September 2017 Casa Luca dinner, which included substantial alcohol and food expenses that exceeded \$100 per participant, cannot be justified. The expectation created by the Anti-Donation Clause and DFA White Paper is that public officials and employees will not buy alcohol and will only purchase food necessary for the travel.

The purchase of Washington Nationals baseball tickets is particularly problematic. These tickets were an impermissible expense under the Anti-Donation Clause because they were not sufficiently related to RCLC's duties or mission, and were unnecessary. Instead, they constitute an outright gift benefiting private individuals. It is irrefutable that RCLC's duties and mission could have been furthered *without* purchasing these tickets.

To the extent the meal expenditures identified in this section were not related to travel, they exceeded the reasonable limits stated in DFA Policies and Procedures FIN 5.23(D). Purchases for food, refreshments, and similar purchases "must not exceed the current partial day per diem rate for meals per attendee at the event" (e.g. single meal \$12.00, two meals \$20.00 per individual). *Id.* The expense of the meals listed in this section, if divided per person, exceeded such limitations. The prohibitions of FIN 5.23, which generally apply to state agencies, also require agencies to have internal controls to verify that all disbursements are authorized by law. *Id.* at FIN 5.23(A).

9.4 Analysis of State Audit Act Compliance Issues

This investigation concluded that RCLC is subject to the Audit Act, NMSA 1978, Sections 12-6-1 to -14. The County was advised in the State Auditor letter that RCLC is subject to tier system audits. *See* State Auditor's Letter. Under NMSA 1978, Section 12-6-3 (2012) and 2.2.2.16 NMAC, a local body with revenue totaling more than \$50,000 but less than \$250,000 must hire an Independent Public Accountant ("IPA") to perform a tier four "agreed upon procedures engagement."

To our knowledge and belief, RCLC has never retained an IPA or produced a financial report for auditing purposes *despite* the County's awareness in 2013. Inexplicably, Deputy County Manager Steven Lynne specially advised RCLC during its August 11, 2017, Board meeting that RCLC was *not subject* to the Audit Act. *See* RCLC's August 11, 2017, Meeting Minutes, Appendix A, Event No. 20. It appears the RCLC Board relied upon Mr. Lynne's advice.

9.5 Analysis of Governmental Conduct Act and County Code of Conduct Violations

Both the Governmental Conduct Act, NMSA 1978, § 10-16-3 (2011), and the County's Code of Conduct, Los Alamos County, N.M., Code of Ordinances ch. 30, art. I, § 30-4 (2014), are primarily concerned with conflicts of interest and other misuses of public power. The Governmental Conduct Act mandates that public officials are to act ethically and responsibly and prohibits bribery. Implied under the Act is that public funds are to be used and appropriated in a responsible manner. Section 30-5 of the County's Code states that public officials shall not "use or misuse [...] resources for personal benefit[.]" *Id.* Violation of the Code exposes a public official to discipline, removal, civil or criminal penalties under state law. *Id.* § 30-16.

While this investigation has identified multiple instances of impermissible expenditures and reimbursements, we understand the State Auditor and/or the New Mexico Attorney General may be evaluating whether any individual conduct rises to the level warranting further investigation under these ethical laws.

9.6 Participation of County Officials

Based on documentation received by ARC, County officials and employees attended meals or functions that were improper expenditures or improper reimbursements with public funds for the various reasons discussed above. *See* ARC Table of Attendees and Receipts, July 27, 2018, attached as Exhibit A. The following attendees attended such functions:

- **Former Deputy County Manager Brian Bosshardt**
 - o May 9, 2016, Rasika West End Coalition Dinner (\$670.70)
 - Alcohol was reimbursed, no itemized receipt. *See* Exhibit A.
 - Exceeded per diem meal limits
 - No prior RCLC Board approval
 - o February 20, 2017, Casa Luca RCLC/ECA Dinner (\$796.25)
 - Alcohol was reimbursed, no itemized receipt. *See* Exhibit A.
 - Exceeded per diem meal limits
 - No prior RCLC Board approval
 - o February 22, 2017, Momofuku CCDC-RCLC group dinner (\$197.12)
 - Alcohol was reimbursed, no itemized receipt. *See* Exhibit A.
 - No prior RCLC Board approval
- **Former County Councilor Steven Girrens**
 - o May 9, 2016, Rasika West End Coalition Dinner (\$670.70)
 - Alcohol was reimbursed, no itemized receipt. *See* Exhibit A.
 - Exceeded per diem meal limits
 - No prior RCLC Board approval
- **Former County Councilor Kristin Henderson**
 - o August 11, 2017, Bull Ring Dinner Meeting w/ Mayor Gonzales and Harris Walker (NNSA) (\$286.78)

- Alcohol was reimbursed (based on August 2017 reimbursement and itemized receipt)
 - Exceeded per diem meal limits
 - No prior RCLC Board approval
 - September 11, 2017, Casa Luca – 16-person RCLC Dinner (\$1850.95)
 - Alcohol was reimbursed, no itemized receipt. *See Exhibit A.*
 - Exceeded per diem meal limits
 - No prior RCLC Board approval
- **County Councilor Rick Reiss**
 - February 20, 2017, Casa Luca RCLC/ECA Dinner (\$796.25)
 - Alcohol was reimbursed, no itemized receipt. *See Exhibit A.*
 - Exceeded per diem meal limits
 - No prior RCLC Board approval
 - September 11, 2017, Casa Luca – 16-person RCLC Dinner (\$1850.95)
 - Alcohol was reimbursed, no itemized receipt. *See Exhibit A.*
 - Exceeded per diem meal limits
 - No prior RCLC Board approval
 - September 5, 2017, Washington Nationals MLB Game (12 tickets at \$307.00)
 - Prohibited Travel Policy expense
- **County Manager Harry Burgess**
 - September 11, 2017, Casa Luca – 16-person RCLC Dinner (\$1850.95)
 - Alcohol was reimbursed, no itemized receipt. *See Exhibit A.*
 - Exceeded per diem meal limits
 - No prior RCLC Board approval
- **Councilor Christine Chandler**
 - January 11, 2018, Delancey Street Foundation Board Dinner (\$782.00)
 - Alcohol may have been reimbursed, no itemized receipt. *See Exhibit A.*
 - Exceeded per diem meal limits
 - No prior RCLC Board approval
 - * Christine Chandler was incorrectly listed on Exhibit A as attending the February 20, 2017, Casa Luca dinner.

10.0 ANALYSIS OF COMPLAINT ITEM NO. 2

Complaint Item No. 2 of the Ethics Complaint states:

The investigation should determine whether any current or former elected or appointed officials of Los Alamos County double billed taxpayers by accepting meals paid for by RCLC while also claiming per diem reimbursement for meals expensed [sic] from the RCLC, Los Alamos County, or any other governmental funding source.

We found no evidence from the reimbursement documentation for the Review Period of County officials double-billing taxpayers. The investigation noted instances where County officials who

attended RCLC-related out-of-state travel used County purchase cards to purchase travel expenditures and then submitted reimbursement forms to RCLC for the purpose of reimbursing the County. *See* Reimbursements for Harry Burgess and Rick Reiss, dated September 20 and September 21, 2017, attached as Exhibit N. We were not able to confirm, however, that these amounts were actually paid by RCLC to the County. Although such examples of reimbursements were processed through multiple intermediaries, we did not find evidence of double reimbursement. Our investigation did not review whether other officials and RCLC Board members from other communities received double reimbursement.

11.0 ANALYSIS OF COMPLAINT ITEM NO. 3

Complaint Item No. 3 of the Ethics Complaint states:

The investigation should determine whether any current or former elected or appointed official acting on behalf of Los Alamos County as Treasurer of the RCLC or otherwise signed approval of improper expenses incurred by RCLC.

The investigation revealed that three County officials signed approval of improper expenses incurred by RCLC. Kristin Henderson, who served as RCLC Treasurer/Secretary from July 2015 to sometime in early 2017, gave final approval for minor improprieties such as violations of the Per Diem Act limits by a few dollars, and for board meeting meal purchases. *See* Henderson Reimbursement Documentation, attached as Exhibit O. Brian Bosshardt and Steve Lynne, who each served as Deputy County Manager during a portion of the Review Period, functionally acted as a gatekeeper for ARC reimbursement requests because each served as the “first stop” in analyzing *and approving* the reimbursements before the RCLC Treasurer/Secretary even saw the paperwork. Almost every reimbursement includes a specific notation by Mr. Bosshardt or Mr. Lynne confirming they had reviewed the reimbursement request and were “prepared to issue payment” with the RCLC Treasurer/Secretary’s approval. This practice of ARC submitting reimbursement requests to the County *first*, rather than the RCLC Treasurer/Secretary vetting compliance before submitting to the “fiscal agent,” reinforced the “confusion” that the County was actually screening reimbursement requests for propriety and legality, not simply crediting and debiting the RCLC account under RCLC’s direction. *See* Exhibit P. Significantly, County CMO Jackie Salazar frequently submitted memoranda to David Griego in County Finance stating that ARC’s reimbursable expense requests had “been approved by Steve Lynne, Deputy County Manager.” Exhibit Q.

12.0 ANALYSIS OF COMPLAINT ITEM NO. 4

Complaint Item No. 4 of the Ethics Complaint states:

It appears from the original audit, from emails sent by elected and appointed Los County Officials, and from media reports that several members of the Los Alamos County Council and County Staff were intimately aware of the severity and extent of the allegations of impropriety at the RCLC, yet these improprieties have not been disclosed to the full County Council or the public by these officials by either publishing the audit report, by report of the Council RCLC Liaison, by report of the Council Chair, or by report of the County

Manager; although ample opportunities to do so have come and gone. The communications that have been forwarded to the full County Council by officials in emails have been misleading or incomplete. The full County Council and the citizens of Los Alamos County should not have to learn about this situation piecemeal, through the media. The investigation should consider whether the communications of Los Alamos County officials in this matter have been intentionally misleading with the purpose of concealing misconduct.

The investigation did not reveal any direct evidence of County officials or employees intentionally attempting to mislead or conceal misconduct. We did find evidence, however, of attempts to “correct” prior missteps that we conclude were efforts to *minimize* the appearance of what actually occurred at the time improper expenditures and reimbursements were made. We conclude these attempts to “fix it” constitute indirect evidence of efforts to conceal but, without the power to interview witnesses under oath, cannot opine definitively as to the subjective intent of each County actor in this regard.

Documentation demonstrates Deputy County Manager Lynne notified the County Council of the reimbursement issue on February 2, 2018, one day after notifying the RCLC Board members. *See Appendix A, Event No. 35, February 2, 2018, email from Steven Lynne.* Review of earlier emails and correspondence prior to February 2, 2018, do not reveal, at that point, any indication that County officials or employees were intentionally attempting to conceal misconduct.

Prior to this notification, however, the County sought to remedy or minimize the extent of improper reimbursements once issues began to surface in early 2018. These include the following actions:

1. **Amendment of Travel Policy.** On January 17, 2018, Deputy County Manager Steven Lynne assisted RCLC Executive Director Andrea Romero and RCLC Treasurer Henry Roybal in amending the Travel Policy to:
 - (1) Strike and remove the Travel Policy’s application to “contract staff.”
 - (2) Strike and remove the \$10,000 annual travel restriction for contract staff and board members.
 - (3) Strike and remove the airfare restriction on reimbursement for “upgrades and enhancements.”
 - (4) Strike and remove the requirement for itemized receipts for “meals, and other miscellaneous incidental costs.”

See Appendix A, Event No. 33, February 2, 2018, email from Andrea Romero.

2. **Amendment of Draft ARC Agreement.** On January 17, 2018, Deputy County Manager Steven Lynne assisted RCLC Executive Director Andrea Romero and RCLC Treasurer Henry Roybal in amending the draft ARC Agreement to:
 - (1) Strike and remove the “Attachment A: Rate Schedule” for services performed by ARC.

- (2) Strike and remove requirement that travel costs “will be paid in accordance with the Regional Coalition’s Travel Policy.”

See Appendix A, Event No. 33, February 2, 2018, email from Andrea Romero.

3. **The County Audit.** As discussed above, the County Audit minimized the appearance of impropriety by taking the total amount of reimbursement to ARC over the period under review by the County (roughly \$29,000) and, from that number, subtracting what the County considered to be clearly impermissible expenditures (about \$5,000). This step of the County Audit showed ARC was over-reimbursed by about \$5,000. Rather than demand repayment by ARC for that amount, however, the County developed an “offset” credit for Ms. Romero by allocating for each travel day a per diem credit at the max rate allowable (\$2,800). In the County’s assessment, then, this resulted in a conclusion that ARC had only been improperly reimbursed about \$2,200. The County then sought to resolve the situation by requesting reimbursement from ARC in that amount. Although ARC did, in fact, make the reimbursement, the amount due was lowered after the County made another correction to its math. *It is critical to note our investigation departed from the County’s Audit in that we found numerous additional violations totaling much more than \$5,000. See Appendix B.

We do not know the intention behind the County’s actions. We understand by analyzing correspondence from CFO Perraglio and Deputy County Manager Lynne that the County’s primary goal at that time was to address some of the “confusion” related to RCLC’s reimbursement structure. See Appendix A, Event No. 34, February 1, 2018, email from Steven Lynne; see also Exhibit M, County Audit, at 4-5. It is unclear why the County did not seek clarification from the State Auditor’s Office or DFA about how to resolve the situation or take proper next steps.

13.0 ANALYSIS OF COMPLAINT ITEM NO. 5

Complaint Item No. 5 of the Ethics Complaint states:

Finally, the investigation should conduct a review to determine if Los Alamos County internal controls are sufficient to safeguard against similar improprieties or misconduct involving elected or appointed officials of Los Alamos County in cases where Los Alamos County provides funding to groups other than RCLC.

As to the matter of internal controls, the investigation did not duplicate the scrutiny/analysis performed by the Office of the State Auditor as to strict accounting controls but did, however, expose, from a non-technical perspective, defective infrastructure that allowed multiple informed and educated County officials and employees to rely upon a purported history of “confusion” that led to careless, and possibly reckless, use of public money.

Generally, Los Alamos County internal controls are presently insufficient to safeguard against improprieties or misconduct of the sort identified in this investigation. First, the County’s role as “fiscal agent” is not defined within the JPA and thus was defined differently among all of the relevant players. Second, it appears the County did not seek legal counsel regarding the legal status

of RCLC and the legality of the Travel Policy. Since the County contributes public money to entities such as RCLC, the County should ensure any such entity has proper fiscal management and oversight from qualified personnel and legal counsel who can ensure the entity complies with applicable state and County laws, regulations, and ordinances.

13.1 Defining the County's Confusing Role as "Fiscal Agent"

The County accepted the role of "fiscal agent" for RCLC, however, the term fiscal agent was never defined among the parties to the JPA. The County has indicated repeatedly its role is similar to a bank, i.e., receiving and disbursing funds (or administering an agency fund). The County maintains that the responsibility for substantively approving and authorizing use of RCLC funds lies solely with the RCLC Board and its Treasurer/Secretary.

In contrast, we have found significant actions on the part of the County and its personnel that gave the perception the County accepted a greater responsibility for oversight of RCLC and its financial and accounting matters. In particular, we identified the following actions taken by the County strongly indicating it accepted a *fiduciary duty* to ensure public funds were spent appropriately:

1. RCLC's meeting minutes show that either former Deputy County Manager Brian Bosshardt, current Deputy County Manager Steven Lynne, or a designee from the County regularly attended RCLC Board meetings and provided budget updates to the RCLC Board from 2012 to February 2018. *See Appendix A.* This is a function of the RCLC Treasurer/Secretary according to the RCLC bylaws.
2. Brian Bosshardt reviewed and pre-approved reimbursements subject to the Travel Policy. In a few instances, Andrea Romero requested and obtained County approval for reimbursements entirely bypassing RCLC Treasurer approval. *See Exhibit R.*
3. Steven Lynne reviewed and pre-approved reimbursements. *See Exhibit P.*
4. In a February 7, 2017 email to Andrea Romero, Brian Bosshardt identified corrections needed before submission of the reimbursement request to the RCLC Treasurer/Secretary. *See Exhibit S.* In the same email, Brian Bosshardt indicated to Andrea Romero that her reimbursement requests *may be subject to audit.* *See Exhibit S.* These are instances of the County acting as gatekeeper.
5. Steven Lynne advised the RCLC Board that *it is not subject to audit* regulations at the August 11, 2017 RCLC board meeting. *See Appendix A,* Event No. 20. This information was incorrect based on the State Auditor Letter. This letter clearly stated RCLC was a local public body subject to a tier 4 audit engagement. It appears RCLC relied upon Mr. Lynne's advice.
6. Rather than RCLC addressing allegations of impropriety, the County performed a thorough internal audit of all RCLC-related payments with Los Alamos County as fiscal agent for fiscal year 2017 to Andrea Romero, Alice Lucero, and the City of Santa Fe (on behalf of Javier Gonzales). *See Exhibit M.* This activity begs the question of why the County felt responsible to analyze and account for the ARC reimbursements. If the County was only acting as "the bank," ARC should have taken responsibility to address the allegations. Moreover, in the County Audit, the County undertook to recharacterize

the reimbursements claimed by ARC and in place credited daily meal and incidental per diem rates to her. *Id.* It is concerning that the County both disavows responsibility for vetting the reimbursement requests but then assumes direct authority for recharacterizing the requests when they came under scrutiny. Additionally, ARC did not dispute the County's authority to conduct the audit or make a demand for repayment of her. Indeed, ARC repaid the amount ultimately identified by the County.

7. Steven Lynne as an employee of the County assumed sole responsibility for following the wrong policy. *See Appendix A*, Event No. 34. If the County were not responsible for vetting reimbursement requests, there would have been no basis for Mr. Lynne taking on this burden.

By assuming the above-listed duties, the County voluntarily broadened its fiduciary duty upon which RCLC and its contracted Executive Director relied. In essence, the County's actions expanded its role as fiscal agent by taking on more authority and responsibility to assist RCLC, which, in part, contributed to the lack of oversight and ultimate improper conduct discussed in this report. Before moving forward with contributing public funds to this organization or any other organization, the County should ensure its role is clearly defined in writing.

13.2 Performing Legal Review of RCLC's Organizational Documents

Neither RCLC nor the County appear to have sought adequate legal counsel but they could have done so and had the internal resources, both as County officials and employees to perform legal reviews of RCLC's practices. Where the roles identified in the JPA are undefined and vague, and the Travel Policy violates the Per Diem and Mileage Act *on its face*, both RCLC and the County appear to have been careless in vetting compliance with state law.

The County should ensure that all subsequent organization documents receive proper legal review by either the County attorney or RCLC's own legal counsel.

13.3 Oversight of RCLC's Accounting and Financial Management

It is abundantly clear RCLC needs proper accounting and financial oversight since it is a local public body that expends public funds. RCLC requires the services of qualified budget and financial analysts who can assist with state Audit Act and DFA compliance.

13.4 Possible Violations for Use of Federal Funds for Lobbying

We identified another significant internal control that bears notation because of its implications. From the documentation provided in the investigation, it appears the County, as fiscal agent for an entity that receives restricted funds, *did not segregate* restricted funds from general use funds available to RCLC for any purpose. While this practice may implicate federal law regarding possible use of federal funds for lobbying activities, our concern focuses on the practice of serving as "the bank" but indiscriminately administering accounts that may obscure proper allocation of funds that are dedicated for particular purposes or restricted from the same.

14.0 FINDINGS AND CONCLUSIONS

1. Through its conduct, the County accepted a greater role, as fiscal agent, for providing oversight to RCLC by assuming additional fiduciary duties, such as: providing regular budget updates at RCLC Board Meetings; reviewing and approving reimbursements to ARC; performing informal reviews and audits of RCLC funds; procuring professional services on behalf of RCLC; providing legal advice regarding RCLC's audit compliance; and working with ARC and RCLC to amend RCLC's Travel Policy.
 - a. Due to the actions of the County, RCLC and its Executive Director relied on the County to vet expenditures and reimbursements and ensure they were appropriately scrutinized in accordance with the Travel Policy and applicable state law.
2. RCLC is considered a local public body under the Audit Act. NMSA 1978, §§ 12-6-1 to -14.
 - a. RCLC violated the Audit Act by failing to perform tier system audits after being informed by the State Auditor's Letter dated February 20, 2013, that RCLC was subject to the Audit Act.
3. RCLC is subject to the Per Diem and Mileage Act because it is a local public body and it is formed under a Joint Powers Agreement. NMSA 1978, § 10-8-2 (1971).
 - a. The RCLC Travel Policy is not compliant with the Per Diem and Mileage Act, and RCLC was not otherwise granted permission to deviate from the Per Diem and Mileage Act.
4. ARC was subject to the RCLC Travel Policy under ARC's professional services agreement with RCLC.
 - a. ARC violated the RCLC Travel Policy by exceeding travel per diem limitations and making prohibited expenditures that were reimbursed by RCLC.
5. ARC was reimbursed for meal, travel, and entertainment expenditures purchased for RCLC Board members and guests.
 - a. Certain meals and entertainment purchased for County officials and employees by ARC that violated the RCLC Travel Policy, Per Diem and Mileage Act and the Anti-Donation Clause of the New Mexico Constitution.
 - b. Certain meals and entertainment purchased for guests violated the RCLC Travel Policy and the Anti-Donation Clause of the New Mexico Constitution.
6. There is no evidence that any County official or employee received double reimbursement in conjunction with RCLC-related travel.
7. Certain County officials and employees reviewed and approved impermissible expenditures and reimbursements issued to ARC during the Review Period, either as RCLC's Treasurer or fiscal agent.
8. County personnel acted to remedy improper RCLC-related expenditures and reimbursements rather than seek appropriate legal counsel. These actions included, but are not limited to, recharacterizing the nature of ARC impermissible reimbursements in the County's Audit by crediting ARC for maximum out-of-state per diem limits and

incidentals under the Travel Policy, assisting ARC and the RCLC in amending RCLC's Travel Policy to strike restrictions applicable to ARC after reimbursement issues became known, and assisting ARC in amending ARC's professional services agreement to strike the Travel Policy's application to ARC. We did not find any documented "admissions" by County officials or employees of a concerted effort to mislead or conceal but the County's "corrective" efforts not only reflect poorly on County officials and employees but may constitute efforts to *intentionally* mislead others and/or *conceal* misconduct.

9. The County should ensure any future entities that receive County funds obtain proper legal and financial oversight to ensure such entities comply with all applicable state law, including the Audit Act, Per Diem and Mileage Act and the Anti-Donation Clause of the New Mexico Constitution.
10. Finally, we did not place much value on the claim of "confusion" in this matter where the JPA states RCLC meetings are to follow the Open Meetings Act, which applies *only* to public entities, where the State Auditor specifically instructed the County that RCLC is subject to the Audit Act, and where, among other things, County officials assisted RCLC in knowingly *proposing* amendments to the Travel Policy and ARC Agreement that would permit obviation of state law. The claim of confusion is dismissed given the sophistication level of the Council, County officials and employees.

Billy Jimenez

From: Andrea Romero <me@andrearomero.com>
Sent: Thursday, July 26, 2018 12:24 PM
To: Billy Jimenez
Subject: Re: Los Alamos County - RCLC Interview
Attachments: image001.jpg; Response_Adams+Crow.pdf; ARC_Receipts.16-1723072018_2.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Billy,

Thank you for your patience. Attached you'll find my responses to your questions in the format of the matrix you provided. Also attached are itemized receipts I could attain.

Best,
Andrea

On Fri, Jul 20, 2018 at 5:14 PM Billy Jimenez <Billy@adamscrow.com> wrote:

Dear Ms. Romero,

Thank you for the update, and thank you in advance for your assistance on this.

Billy



Billy J. Jimenez
Attorney

ADAMS+CROW LAW FIRM

+ 5051 Journal Center Blvd NE, Suite 320 + Albuquerque, New Mexico 87109

+ PHONE 505.582.2819 + FAX [505.212.0439](tel:505.212.0439) + WEB adamscrowlaw.com

This correspondence, including any accompanying attachments or files, may contain confidential, privileged, or otherwise legally protected information. If you have received this correspondence and are not the intended recipient, please notify the sender by replying through email or by calling (505) 582.2819.

Please be advised that the disclosure, copying, dissemination or other use of this information by anyone other than the intended recipient is prohibited.



Casa Luca
1090 New York Ave NW
Washington, DC 20001
202.626.1099

111 Jordan W
Tab 40/1 Crk 3446 Oct 11
Feb 20 17 06:47PM

2 Meat/Cheese Bro	60.00
2 LG Burrata Salad	32.00
2 Pappardelle	52.00
2 Ravioli	48.00
2 Branzino	72.00
1 Filet	38.00
1 Gnocchi	26.00
1 Spaghetti	28.00
1 Burrata QFTSRV	10.00
1 Caramel QFTSRV	10.00
1 Tortino	13.00
1 Bomboloni	13.00
2 Coffee	7.00
1 Decaff	3.50
1 Basil Haydens MANH-TN ROCKS	20.00
2 Bellagio	30.00
1 Il Palio	15.00
1 Sangria Glass	15.00
1 Whistlepig MANH-TN UP	30.00
1 Resolution G&T	15.00
1 Antinori Villa B-15	75.00

SUBTOTAL 612.50
TAX 61.25
09:23PM TOTAL DUE 673.75

Thank you for being our guest.
Please make your next online
reservation at Reserve.com

For your convenience we are
providing the following
gratuity calculations:

18% is \$110.25



Casa Luca
1090 New York Ave NW
Washington, DC 20001
202.626.1099

Date: Feb 20 17 06:25PM
Card Type: VISA
Acct #: XXXXXXXXXXXX9266
Card Entry: SWIPED
Trans Type: PURCHASE
Trans Key: K1K10425534/199
Auth Code: 058729
Check #: 3446
Table: 40/1
Server: 111 Jordan W

Subtotal: 673.75

TIP 122.50

TOTAL 796.25

I AGREE TO PAY THE ABOVE TOTAL
ACCORDING TO MY CARD ISSUER
AGREEMENT.

Momofuku CCDC
1090 I Street NW

Server: Tannia
23/1
Guests: 5
DOB: 02/22/2017
9:46 PM
7/70061

Seven Spice Sowl	12.00
Yuzu Lemonade	6.00
GL Brand PB	9.00
Ivy Manhattan	15.00
Sapporo Can	12.00
Brisket Buns	13.00
Chicken Bun	12.00
Crispy Beef	18.00
Pork Ramen (2 @17.00)	34.00
Broccoli	10.00
MB Granefruit Slice	7.00
Slice Crack Pie	6.00

Subtotal 154.00
Tax 15.40

Total 169.40

Balance Due 169.40

Tip Calculator
18% = 27.72
20% = 30.80
22% = 33.88

Momofuku CCDC
1090 I Street NW

Server: Tannia
69:47 PM
23/1
DOB: 02/22/2017
02/22/2017
7/70061

SALE

VISA 6291507
Card #XXXXXXXXXXXX9266
Magnetic card present: ROMERO ANDREA
Card Entry Method: S

Approval: 057670

Amount: \$169.40

+ Tip: 27.72

= Total: 197.12

I agree to pay the above
total amount according to the
card issuer agreement

X _____

CUSTOMERS COPY

Rasika West End
1101 New Hampshire Ave, NW
Washington, DC 20007
202.626.2500

1053 Victor

Tab 105/1 Crk 1055 Oct 8
MAYOR 16 06:55PM

3 Single Pasta	24.00
1 Marin Saring	12.00
3 Cocktail Special	24.00
1 Cocktail Meat	36.00
1 Caulf Beaufe	8.00
2 Sashimi Kabab	18.00
1 Sashimi Soup - Manhattan	12.00
1 Olive	
1 Cocktail Special MANH-TN	12.00
ROCKS Special Pie	
1 Cocktail Special MANH-TN	12.00
Special Prep	
1 Kani	12.00
1 Special Appet	8.00
	3.00
	129.00

2 B...	10.00
Tax	10.00
1 D...	9.00
1 ...	9.00
1 ...	9.00
1 ...	16.00
1 ...	36.00
1 ...	44.00
1 ...	48.00
1 ...	14.00
1 ...	11.00
	517.00
	51.70
	568.70

568.70
51.70
568.70

Rasika West End
1101 New Hampshire Ave, NW
Washington, DC 20007
202.626.2500

Date: MAYOR 16 06:23PM
Card Type: VISA
Acct #: XXXXXXXX9266
Card Entry: SWIPED
Trans Type: PURCHASE
Trans Key: K1K10425534/199
Auth Code: 058729
Check #: 3446
Table: 105/1
Server: 1053 Victor

Subtotal 568.70
Tip 102.00

Total 670.70

I agree to pay the above
total amount according to the
card issuer agreement

X _____

Month	Description	Amount	Did this reimbursement to ARC include reimbursement for the purchase of alcohol? If so, identify every person for whom ARC paid to consume alcohol?	Did this reimbursement to ARC include reimbursement for the purchase of food/nonalcoholic drinks? If so, identify every person for whom ARC paid to consume such food/drink	Did this reimbursement to ARC include reimbursement for admission to an event? If so, identify every person for whom ARC paid to attend the event.	Itemize this receipt by identifying each specific expense and amount, and the person for whom each expense was incurred.
May 2016	Coalition Dinner - Raska West End	\$670.70	Alcohol was served, but I am not positive, I have no way of knowing to whom alcohol was served.	Yes, Uncertain of who ate/drank. Attendees and invited guests included: Peter Ives, Steven Girrens, Brian Bosshardt, Andrea Romero, Seth Kirshenberg, Kara Colton, and other possible ECA staff	No admission was charged.	I was instructed by Los Alamos County not to submit itemized receipts, so I did not do so. I had this receipt saved in my own records. I am not sure who ordered which menu items.
February 2017	Casa Luca – RCLC/ECA group dinner	\$796.25	Alcohol was served. I have no way of knowing to whom alcohol was served.	Yes, Uncertain of who ate/drank (In attendance: Peter Ives, Robert Anaya, Robert Anaya's guest, Christine Chandler, Rick Reiss, Brian Bosshardt, Scarlet Rendleman, Andrea Romero, ECA Staff, Seth Kirshenberg, Devon Hill, Kara Colton & Megan Casper)	No admission was charged.	I was instructed by Los Alamos County not to submit itemized receipts, so I did not do so. I had this receipt saved in my own records. I am not sure who ordered which menu items.
February 2017	Momofuku CCDC – RCLC group dinner (ECA + RCLC)	\$197.12	Alcohol was served. I have no way of knowing to whom alcohol was served.	Yes, Uncertain of who ate/drank. In attendance: Brian Bosshardt, Scarlet Rendleman, Seth Kirshenberg, Megan Casper, Andrea Romero	No admission was charged.	I was instructed by Los Alamos County not to submit itemized receipts, so I did not do so. I had this receipt saved in my own records. I am not sure who ordered which menu items.
August 2017	Bull Ring - Dinner Meeting	\$286.78	ARC did not pay for alcohol.	Yes, This reimbursement was only for food. Andrea Romero, Javier Gonzales, Harris Walker (NNSA), Kristin Henderson (former RCLC board member) – Bill was split with Harris Walker.	No admission was charged.	Half of the itemized receipt was included in what you sent me. Half of the total meal/drinks included in receipts sent. I reimbursed \$286.78 for the food portion of the meal. The bill was split in half between two payees with the intention of splitting the bill was for ARC to pay for the \$286.78 of food costs. (which totaled \$319.93 with GRT and gratuity). I attempted to retrieve the other half of the receipt but could not without the last four digits of Mr. Walker's credit card. I was unable to receive a response from him to get that permission. I am not sure who order which menu items.
August 2017	El Paragua – EM & Board Members Dinner	\$396.26	I do not have an itemized receipt. It is possible that alcohol was served, but I am not positive. I have no way of knowing to whom alcohol was served, if it was in fact served.	Yes, Uncertain of who ate/drank. (In attendance: Barney Trujillo, Peter Ives, Alice Lucero, Javier Gonzales, Scarlet Rendleman, James Mountain, Andrea Romero)	No admission was charged.	I was unable to reach the bookkeeper of El Paragua, who will not be back into the office until Saturday, 7/28. I am not sure who ordered which items and for whom each expense was incurred. I will try to reach the bookkeeper on 7/28 and will forward the itemized receipt if I am able to obtain it. (included in receipt)
September 2017	MLB.com – Nationals Game in DC (12x)	\$307.00	No.	N/A	Yes, Alice Lucero, Alice Lucero's guest, Roger Gonzales, Joe Sanchez, Rick Reiss, Andrea Romero. (others had reserved tickets but did not attend).	
September 2017	Casa Luca – 18 person RCLC Dinner	\$1,850.95	Alcohol was served. I have no way of knowing to whom alcohol was served.	Yes, Uncertain of who ate/drank. (In attendance: Alice Lucero, Alice Lucero's guest, Rick Reiss, Harry Burgess, Javier Gonzales, James Mountain, Kristin Henderson, Harris Walker, Andrea Romero, Scarlet Rendleman, Seth Kirshenberg, Kara Colton, Danen Fernandez (paid for but not in attendance), Carmela Quintana, Devon Hill, Megan Casper)	No admission was charged.	The itemized receipt was included in what you sent me. I am not sure who ordered which menu items.
January 2018	Delancey Street Foundation Board Dinner - Catering	\$782.00	I do not have an itemized receipt. Alcohol was served. I have no way of knowing to whom alcohol was served.	Yes, Uncertain of who ate/drank. (In attendance: Javier Gonzales, Mark Gallegos, Christine Chandler, Scarlet Rendleman, James Mountain, Richard Luarkie, Andrea Romero)	No admission was charged.	I do not have an itemized receipt. The meals and drinks were a flat rate per person, per plate. I am not certain who ordered what.
January 2018	The Dorsey – ECA Group Dinner		This receipt was not submitted to LAC for reimbursement, nor was it reimbursed. Per diem was requested for this trip and paid.	This receipt was not submitted to LAC for reimbursement, nor was it reimbursed. Per diem was requested for this trip and paid.	This receipt was not submitted to LAC for reimbursement, nor was it reimbursed. Per diem was requested for this trip and paid.	This receipt was not submitted to LAC for reimbursement, nor was it reimbursed. Per diem was requested for this trip and paid.



ADAMS+CROW

SAMANTHA M. ADAMS
ARLYN G. CROW
ALANA M. DE YOUNG
ANN B. McCOLLUM
BILLY J. JIMENEZ

13 APRIL 2018

VIA EMAIL: INSPECT-RECORDS@LACNM.US

MS. BARB RICCI
CUSTODIAN OF RECORDS
INCORPORATED COUNTY OF LOS ALAMOS
1000 CENTRAL AVENUE, SUITE 190
LOS ALAMOS, NEW MEXICO 87544
505-663-1778
INSPECT-RECORDS@LACNM.US

RE: REQUEST FOR PUBLIC RECORDS

Dear Ms. Ricci:

Our firm has been retained by the County of Los Alamos (herein referred to as “the County”) to perform an independent investigation into matters involving certain conduct of County employees and officials with respect to activities of the Regional Coalition of LANL Communities (herein referred to as “RCLC”). Pursuant to Inspection of Public Records Act (NMSA 1978, Section 14-2-1 et seq.), we submit this request to obtain documents related to the investigation. We respectfully request that responsive documents be produced electronically and that all fees for producing responsive documents be waived. To the extent this request is determined to be overburdensome, documents may be produced as they become available, provided that all documents are produced in a reasonable amount of time.

Scope

The term “public records”, as used in this request, shall include all documents, papers, letters, books, maps, tapes, photographs, recordings and other materials, regardless of physical form or characteristics, that are used, created, received, maintained or held by or on behalf of any public body and relate to public business, whether or not the records are required by law to be created or maintained. Unless specified otherwise, this request shall include all responsive documents created from January 1, 2016, to April 12, 2018, made or received by any County employee or official, including, but not limited to, the following individuals:

EXHIBIT B

ADAMS+CROW LAW FIRM + PHONE 505.582.2819

+FAX 505.212.0439

+ WEBSITE ADAMSCROWLAW.COM

+ 5051 JOURNAL CENTER BLVD NE

+SUITE 320

ALBUQUERQUE, NM 87109

1. The County Manager, Harry Burgess
2. The Deputy County Manager, Steven Lynn
3. The Former Deputy County Manager, Brian Bosshardt
4. County Manager's Office personnel
5. CFO Helen Perraglio
6. County Finance and Budget Department personnel
7. Former Councilor Steven Girrens (term ended 2016)
8. Former Councilor Kristin Henderson (term ended 2016)
9. Councilor Christine Chandler (joined 2017)
10. Councilor James Chrobocinski
11. Councilor David Izraelevitz
12. Councilor Antonio Maggiore (joined 2017)
13. Councilor Susan O'Leary
14. Councilor Rick Reiss
15. Councilor Pete Sheehey
16. Any other County Councilors or personnel who have assisted the County Council during the period of January 1, 2016, to April 12, 2018.

Specific requests

1. All communications, emails, correspondence and/or other public records referencing the RCLC, including all communications between the County Manager's Office and the County Council. This request includes, but is not limited to, all communications received or sent by the County Manager's Office and/or the County Council describing concerns raised about RCLC expenditures/reimbursements. This request includes, but is not limited to, that certain email sent by Deputy County Manager Steven Lynn dated February 1, 2018. This request also includes all communications sent or received by non-County individuals if such communication(s) was received or sent by one or more of the individuals listed above.
2. All reimbursement documents, expense reports, supporting documentation and/or other public records related to or arising from travel reimbursements, including but not limited to per diem reimbursements, that were issued by the County as Fiscal Agent for RCLC-related travel. This request is limited to the time period of January 1, 2016, to April 12, 2018. This request includes any travel reimbursements issued to non-County individuals. This request includes reimbursements issued/paid from any source.

3. All reimbursement documents, expense reports, supporting documentation and/or other public records related to or arising from any non-RCLC travel reimbursements, including but not limited to per diem reimbursements, that were issued by the County for travel by any enumerated individual listed above in the Scope section. This request is limited to the time period of January 1, 2016, to April 12, 2018. This request includes any travel reimbursements issued to non-County individuals. This request includes reimbursements issued/paid from any source.
4. All reimbursement documents, expense reports, supporting documentation and/or other public records in your possession related to or arising from any expenditure reimbursed to, by, or on behalf of RCLC, including but not limited to any reimbursement submitted by – and paid to – Andrea Romero or Andrea Romero Consulting, LLC. This request is limited to the time period of January 1, 2016, to April 12, 2018. This request includes reimbursements issued/paid from any source.
5. Copies of the County’s travel policy, reimbursement policy, and all other financial policies related to the incurring or reimbursement of allowable expenses.
6. Copies of all organizational documents of RCLC in your possession, including its Joint Powers Agreement, bylaws, policies and any subsequent amendments made thereto.
7. Internal audit conducted by County in or around January/February 2018, which was discussed in the February 21, 2018, Memo sent from Helen Perraglio (CFO) to Harry Burgess (County Manager), including all supporting documents reviewed or referenced within the Memo.
8. Financial documents or other public records in your possession showing the contributions made from the County or any other entity to the RCLC. This includes records showing contributions of any members of the RCLC and the Department of Energy to RCLC and/or any individual RCLC Board member or employee.
9. Copies of tax statements in your possession issued to, by, or on behalf of RCLC to any individual or entity.
10. Copies of any of the following in your possession: RCLC-related contracts, agreements, requests for proposal, requests for bid, and invoices for services.
11. A copy of every version of the County Council’s Procedural Rules applicable from of January 1, 2016, to April 12, 2018.

Please feel free to contact us at 505-582-2819 if you have any questions or require any clarification to narrow the scope of these requests.

Sincerely,



SAMANTHA M. ADAMS
BILLY J. JIMENEZ
ADAMS+CROW LAW FIRM

cc: Alvin Leaphart, County Attorney (alvin.leaphart@lacnm.us)

**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 ARRIBA 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.

6. Exercise of Powers.

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: _____

Stephen C. Ross
County Attorney

ATTEST:

VALERIE ESPINOZA
COUNTY CLERK



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: Sharon Stover
Michael Wismer, Chairman SHARON STOVER FOR MICHAEL WISMER

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

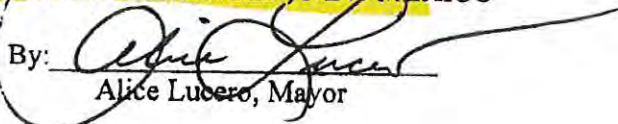
Date: _____

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: Moises A. Morales
Chair

Date: 5/13/10

CERTIFIED A TRUE AND CORRECT COPY
OF _____
RECORDED ON _____,
IN BOOK _____ PAGE _____
MOISES A. MORALES, JR
RIO ARRIBA COUNTY CLERK
BY _____ Deputy

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
David Coss, Mayor

Approved as to Form:

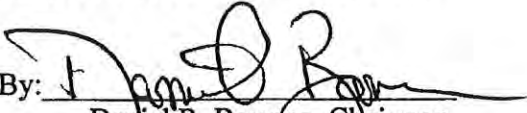
By: Geno Zamora
Geno Zamora, City Attorney

By: Kathryn Raveling
Kathryn Raveling, Finance Director

ATTEST:

By: Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk
cmty 10-13-10

TAOS COUNTY, NEW MEXICO

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

Date: 11/30/10

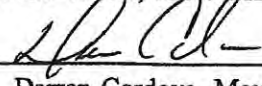
APPROVED:

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:  _____
Ron Lovato, Governor

Date: 10/9/2012

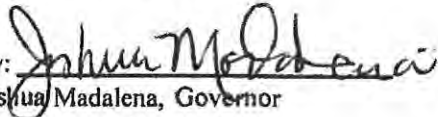
12. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any tribal government that is a Party, it is hereby recognized that the powers and status of such Party, as a tribal government, is subject to the laws of the United States.

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

By: 
Joshua Madalena, Governor

Date: 8/16/14

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE and ADMINISTRATION (DFA)
JOINT POWERS AGREEMENT (JPA) BRIEF

DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: Incorporated County of Los Alamos

SECONDARY PARTY: City of Santa Fe

OTHER PARTY: Santa Fe County, City of Espanola, Rio Arriba County, Taos County

CONTACT NAME: Randy M. Autio, Acting County Administrator PHONE: (505) 662-8022

CONTACT ADDRESS: 133 Central Park Square, Los Alamos, NM 87544

DOCUMENTS ENCLOSED:	AMOUNT:
JPA	Federal Funds \$ _____
JPA Amendment	General Fund \$ _____
Purchase Document	Other State Funds \$ _____
Written Justification	Local Gov. Funds \$ _____
Other _____	TOTAL \$ _____

Purpose: Establish Regional Coalition for Regional Planning, Economic Development & Lobbying re: LANL-related issues

Term: Indefinite From: _____ To: _____

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

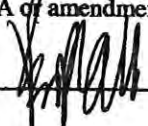
Statutory Requirements- Agencies must check each blank CERTIFYING to DFA that the JPA:

<u>X</u>	jointly exercises a power common to the parties (<i>Transferring funds from one agency to another does not constitute the joint exercise of power.</i>);
<u>X</u>	clearly specifies its purpose;
<u>X</u>	establishes the method by which its purpose will be accomplished;
<u>X</u>	establishes the manner in which the joint power will exercised;
<u>X</u>	provides for strict accountability of all receipts and disbursement;
<u>X</u>	addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
<u>X</u>	specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements – Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

<u>Y</u>	Is one original and at least two copies of the JPA or amendment attached? (<i>DFA will forward copies to the contact.</i>)
<u>Y</u>	Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
<u>Y</u>	Are all exhibits referred to in the JPA attached?
<u>N</u>	Does the JPA provide for the expenditure or transfer of public funds by a state agency? (<i>All public money must be budgeted.</i>)
<u>N</u>	Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.
<u>N/A</u>	If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (<i>A detailed, letter explaining the circumstances must be signed by the agency head of one of the parties.</i>)
<u>Y</u>	Has the JPA or amendment been reviewed by legal counsel? If yes, state Who <u>Peter Franklin</u>

Agency Head Signature _____



Title Acting County Administrator
County of Los Alamos

RCLC OPERATING BUDGET SUMMARY	FY 2017 Budget								
	Adopted Budget FY 16	Actual FY 16	Proposed FY 17	Actual FY 17	Projected FY 18	Projected FY 19	FY 20	FY 21	FY 22
Beginning Fund Balance									
Unassigned	\$255,515.12	\$255,515.12	\$270,574.12	\$270,574.12	\$289,751.43	\$289,751.43	\$289,751.43	\$189,751.43	\$89,751.43
Restricted DOE Funding	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	\$100,000.00			
Coalition Member Contributions									
City of Española	\$3,500.00	\$3,500.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Los Alamos County	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
Pueblo of Ohkay Owingeh	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Rio Arriba County	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
City of Santa Fe	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Santa Fe County	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Taos County	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
Town of Taos	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
Pueblo of Lemeh	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total Member Revenues	\$115,500.00	\$97,000.00	\$112,000.00	\$88,500.00	\$112,000.00	\$112,000.00	\$112,000.00	\$112,000.00	\$112,000.00
TOTAL REVENUES	\$215,500.00	\$197,000.00	\$212,000.00	\$88,500.00	\$212,000.00	\$212,000.00	\$112,000.00	\$112,000.00	\$112,000.00
Expenditures									
Executive Director Services	\$168,000.00	\$165,548.35	\$152,000.00	\$63,178.70	\$152,000.00	\$152,000.00	\$152,000.00	\$152,000.00	\$152,000.00
Legal Services	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Memberships & Subscriptions	\$1,000.00	\$950.00	\$1,000.00	\$950.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Travel	\$30,000.00	\$3,359.40	\$30,000.00	\$3,543.37	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Other Professional Services	\$15,000.00	\$11,500.00	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Other Meeting Expenses	\$1,000.00	\$584.15	\$14,000.00	\$1,650.62	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00
Total Expenditures	\$215,500.00	\$181,941.00	\$212,000.00	\$69,322.69	\$212,000.00	\$212,000.00	\$212,000.00	\$212,000.00	\$212,000.00
Ending Fund Balance	\$255,515.12	\$270,574.12	\$270,574.12	\$289,751.43	\$289,751.43	\$289,751.43	\$189,751.43	\$89,751.43	\$10,246.57

BB Note:

4/1/2016	\$ 66.44	Lunch with David and Andrea to discuss strategic plan		
4/1/2016	\$ 7,000.00	David Abelson strategic planning facilitation		
4/18/2016	\$ 3,000.00	David Abelson final payment		
	\$ 700.00	ECA Registration applied to travel budget		
	\$ 306.06	March meeting expenses Other Meeting Exp (ARC Rent)		
	\$ 306.07	ARC March travel expenses		
ILH Invoice	4/30/2016	\$12,635.74	ARC April ED Services invoice	
June/July	12398.48	7/1/2016	\$ 845.82	ARC June 16 travel reimbursement
July/Aug	13448.62	7/1/2016	\$ 1,500.00	RDC State of the Region sponsorship
Aug/Sept	12823.41	8/1/2016	\$ 418.84	ARC July FY17 travel reimbursement
Sept/Oct	14086.64	9/1/2016	\$ 1,105.61	Councilor lives (City of SF) May DC travel reimbursement
Oct/Nov	14787.08	10/1/2016	\$ 818.16	ARC September travel reimbursement
Nov/Dec	13818.71	11/2/2016	\$ 150.62	ARC Oct. meeting expenses reimbursement
Dec/Jan	12712.4	11/2/2016	\$ 354.94	ARC Oct. travel expenses reimbursement
Jan/Feb	20930.15			
	115005.49			
ARC Invoice	March	12635.74		
	April	12635.74		
	May	12635.74		
	June	12635.74		
		50542.96		
ARC Invoice FY17	July	12635.74		
	Aug	12635.74		
	Sept	12635.74		
	Oct	12635.74		
	Nov	12635.74		
	Dec	0		
	Jan	0		
	Feb	0		
	Mar	0		
	Apr	0		
	May	0		
	June			
SUM		63178.7		

EXHIBIT E



**Summary of Receipts and Disbursements
Inception to date, as of 1/10/14**

Beginning Cash Balance		\$	-
Receipts (contributions)			
City of Española		\$	12,500.00
Los Alamos County		\$	300,000.00
Pubeblo of Ohkay Owingeh		\$	5,000.00
Rio Arriba County		\$	12,500.00
City of Santa Fe		\$	12,500.00
Santa Fe County		\$	15,000.00
Taos County		\$	4,375.00
Town of Taos		\$	3,500.00
		\$	<u>365,375.00</u>
Disbursements			
JLH Media		\$	(12,958.51)
MVM		\$	(192,769.25)
Modrall Sperling		\$	(324.56)
ECA		\$	(950.00)
WIPP tour reimbursements:			
Stover		\$	(90.00)
Burgess		\$	(90.00)
Bosshardt		\$	(90.00)
Hyatt Regency Washington Capital Hill		\$	(6,468.11)
Lillian Montoya-Rael (DC Travel)		\$	(3,180.79)
Mayfield (Intergovernmental Meeting)		\$	(348.20)
Disbursements		\$	<u>(217,269.42)</u>
Ending Cash Balance		\$	<u>148,105.58</u>



Summary of Receipts and Disbursements
Inception to date, as of 02/09/16

	9/2012 - Present	October	Note
	\$	Activity	
Beginning Cash Balance	\$ -		
Receipts			
Member Contributions	\$ 782,875.00		
DOE Grant Reimbursables	\$ 172,224.95		
Disbursements			
Executive Director Services	\$ (571,934.81)	\$ (26,604.52)	JLH Media Oct/Nov invoice
Legal Services	\$ (324.56)		
Membership & Subscriptions	\$ (2,850.00)		
Travel	\$ (23,708.94)		
Other Professional Services	\$ (10,000.00)		
Other Meeting Expenses	\$ (1,595.79)		
Disbursements	\$ (610,414.10)		
Ending Cash Balance	\$ 344,685.85	\$ (26,604.52)	Total Monthly Activity

BB Note (Aug. 20):
Entered City of Santa Fe FY 14 invoice payment of \$5k

BB Note (Aug. 22):
Entered JLH July/Aug invoice. Still need Aug/Sept before Sept meeting

SL Note (Oct 14): entered 15577.71 and 12854.82 as 9/18 and 9/22 JLH payments

BB Note (Sept. 18):
No August/Sept invoice prior to Sept. meeting

BB Note (Nov. 19):
Added Sept/Oct invoice - 13007.47

BB Note (Jan. 6, 2015)
Added Oct/Nov invoice - 18903.36
Added Nov/Dec invoice - 13679.97

BB Note (Feb. 24, 2015)
Added Dec/Jan invoice - 12712.40
Added LAC reimbursement for DC-related travel - 5419.02
Added LAC reimbursement for Feb meeting food expense - 146.53

BB Note (April 6, 2015)
Added Jan/Feb invoice - 15067.87
Added Feb/March invoice - 17652.86

BB Note (April 14, 2015)
Added March/April invoice - 13429.13

BB Note: April/May invoice

May/June invoice 13576.8
12730.52

BB Note: June/July invoice

(Aug. 3, 2015)
June/July invoice 12398.48

BB Note:

Sept. 3, 20215
July Aug invoice 13448.62
REDI (RD) Conf Sponsor 1500

BB Note:

8-Sep

BB Note:

City of SF FY16 payment		10000
	11/5/2015	
SFC payment		10000
Espanola payment		3500
Aug/Sept Invoice		12823.41
Sept/Oct invoice		14086.64
	12/7/2015	
Oct/Nov invoice		14787.08
	2/5/2016	
Nov/Dec invoice		13892.12
Dec/Jan invoice		12712.4
		26604.52

BB Note:

BB Note:

Member Contributions to Date

City of Española	\$	19,500.00
Los Alamos County	\$	645,000.00
Pueblo of Ohkay Owingeh	\$	10,000.00
Rio Arriba County	\$	22,500.00
City of Santa Fe	\$	32,500.00
Santa Fe County	\$	38,500.00
Taos County	\$	7,875.00
Town of Taos	\$	7,000.00
	\$	<u>782,875.00</u>

BB Note (Aug. 20):

Entered City of Santa Fe FY 14 invoice payment of \$5k

BB Note (Aug. 22):

Entered JLH July/Aug invoice. Still need Aug/Sept before Sept meeting

EXHIBIT F

RESOLUTION NO. 2012-01

**BYLAWS OF
THE BOARD OF DIRECTORS
OF THE
REGIONAL COALITION OF LANL COMMUNITIES**

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

1. Shall keep or cause to be kept, the minutes of the meetings of the Board.
2. 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.
3. 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. 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 quarterly, or as otherwise determined by the Board of Directors and pursuant to the Open Meetings Resolution as adopted by the Board.
- C. 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.
- D. 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, § 10-15-

1(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.

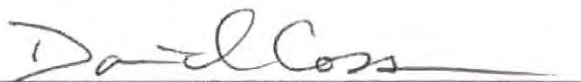
ARTICLE XI.
Miscellaneous

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.

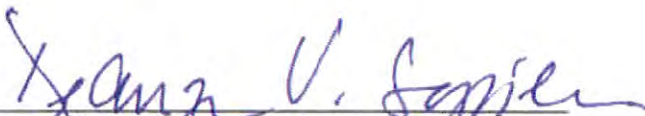
PASSED AND ADOPTED this 17th day of August, 2012.

**REGIONAL COALITION OF LANL
COMMUNITIES**



Coalition Chair

ATTEST:



Regional Coalition Executive Director



REGIONAL COALITION OF LANL COMMUNITIES

**City of Española - Los Alamos County - Rio Arriba County - Santa Fe County
City of Santa Fe - Taos County - Town of Taos - Pueblo of Ohkay Owingeh
Pueblo of Jemez**

AGR16-01

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the Regional Coalition of LANL Communities, ("Regional Coalition"), and **Andrea Romero Consulting LLC**, New Mexico Limited Liability corporation ("Contractor"), to be effective for all purposes March 1, 2016.

WHEREAS, the Regional Coalition was created pursuant to a Joint Powers Agreement establishing the Regional Coalition of LANL Communities by and among the City of Española, the Incorporated County of Los Alamos, Rio Arriba County, City of Santa Fe, Santa Fe County, Town of Taos, and Taos County, under the authority granted by the Joint Powers Agreement, Sections 11-1-1 through 11-1-7 (NMSA) 1978, and as such is recognized as a political subdivision of the State;

WHEREAS, the Regional Coalition determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to the Regional Coalition for procurement of the services described in Section A, below ("Services") and the Regional Coalition issued Request for Proposals No 2016-01 ("the "RFP") on December 6, 2015, requesting proposals for Regional Coalition of LANL Communities Executive Director services as described in the RFP;

WHEREAS, Contractor timely responded to the RFP by submitting a proposal, dated December 22, 2015 ("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 Executive Director Services to the Regional Coalition, 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.** Contractor is appointed and shall provide Executive Director Services for the Regional Coalition for the term of this agreement.

SCOPE OF WORK

The Contractor shall provide the following Executive Director Services for the Regional Coalition, which tasks shall include:

1. Assist the Regional Coalition in becoming a more effective advocacy organization;
2. Manage the Regional Coalition and help ensure all legal and financial responsibilities are met;
3. Advise the Board of Directors on strategic direction and policies, including legislative strategies to achieve the organization's mission;
4. Provide technical assistance; Summarize and analyze issues, and provide comment and advice as necessary or requested; Prepare technical memos and issue briefs as needed;
5. Serve as facilitator for 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 member's governing body, at least annually, or as requested by Board members;
9. Maintain the website;
10. Negotiate and collaborate with outside entities, and convey and advocate for organizational policies, as directed by the Board;
11. Implement public information strategies;
12. Serve as spokesperson for 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 Los Alamos National Laboratory;
14. Make monthly presentations to the Board and at other forums on a range of issues;
15. Represent the organization at local and 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 consideration;
18. Prepare the draft annual budget for the Board's consideration, and implement as appropriate;
19. Generate funds from a variety of sources to diversify revenue streams in support of continued operations; and,
20. Provide monthly updates to the Board regarding overall progress.

2. Deliverables.

1. On an annual basis, develop and present to the Board an Annual Report, which shall generally address the Regional Coalition's operations for the previous year including achievements, proposed plans for the upcoming year, a financial status summary including revenue projections and operating costs and any proposed changes to policies; and,
2. As requested, the Contractor shall provide a variety of written and/or electronic reports to the Regional Coalition Board of Directors.

SECTION B. TERM: The term of this Agreement shall commence on March 1, 2016 and shall continue for two years thereafter unless extended or sooner terminated as provided herein. At the sole discretion of the Regional Coalition, this contract may be renewed for two additional one (1) year periods, under the same terms and conditions, contingent upon the Regional Coalition appropriating funding. 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.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** Los Alamos County, on behalf of the Regional Coalition shall pay compensation for the performance of the Services in a yearly amount not to exceed ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000), which amount 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 A, attached hereto and made a part hereof for all purposes.
2. **Invoices and Payment.** Contractor shall submit itemized monthly invoices to the County of Los Alamos 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 County's receipt of the invoice.

3. **Reimbursable Expenses.** Reimbursement of travel costs shall be subject to the annual budget as approved by the Board and will be paid in accordance with the Regional Coalition's travel policy.

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 and provide that the Regional Coalition will be notified no less than 30 days in advance of cancellation.

1. *[General Liability Insurance. \$1,000,000 combined single limit per occurrence.]*
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.

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 the Regional Coalition, its Board 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 negligent performance hereunder or breach hereof and the negligent 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:
County Manager
Los Alamos County
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

Contractor:
Andrea Romero Consulting
Andrea D. Romero, Principal
1101 Hickox Street
Santa Fe, New Mexico 87505

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.

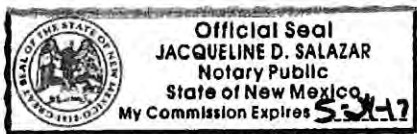
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

By: Jacqueline D. Salazar

REGIONAL COALITION OF LANL COMMUNITIES

BY: [Signature]



[Signature], a LLC corporation
By: Andrea Romero
Andrea Romero Consulting (ARC) 2/12/16
DATE

Exhibit "A" – Cost Proposal

2016 ARC COST OUTLINE FOR REGIONAL COALITION OF LANL COMMUNITIES	
TOTAL ANNUAL PROPOSED BUDGET	\$140,000
MONTHLY BUDGET	\$11,667
Salaries and Wages	\$10,250
Office Supplies	\$132
Reproductions	\$150
Internet and Tech Services	\$454
Insurance	\$181
Office Equipment	\$150
Outside Contracting	\$350

Exhibit "B"

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

- (1) I or We, Andrea Romero Consulting (ARC) (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.

2/12/16
Date


Authorized Representative's Signature

Andrea Romero
Print Name

Owner, Proprietor ARC
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
2/12/16


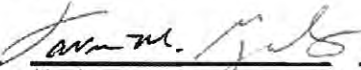
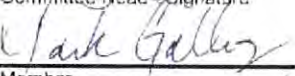
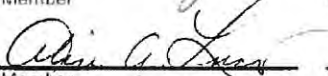

Owner, Proprietor ARC

Title (position)

RFP EVALUATION REPORT

RFP No.	2016-01	Title	Regional Coalition of LANL Communities Executive Director Services
Criterion (Weighted Score)	ARC	Tafoya & Brainerd	
Qualifications & Experience (60)			
References (10)			WITHDREW FROM CONSIDERATION
Cost (30)			
TOTAL SCORE			

CONFLICT OF INTEREST DISCLOSURE: State Law and Los Alamos County Code prohibit a County employee from directly or indirectly participating in any stage of a procurement contract. Under penalty of law, the undersigned hereby swear or affirm that the members have no financial interest in the evaluation of any participating offeror.

EVALUATORS:	 Committee Head - Signature	 Member	 Member
DATE OF EVALUATION:	 Member	 Member	 Member
<u>Jan. 8, 2016</u>	 Member	 Member	 Member

RFP Register of Proposals
Received

Executive Director Services
Regional Coalition of Los Alamos National Laboratory Communities

RFP2016-01

December 22, 2015 5:00 p.m.

Andrea Romero Consulting
1101 Hickox Street
Santa Fe, NM 87505

Tafoya and Brainerd Partners, LLC
P.O. Box 1274
Albuquerque, NM 87103

Opened by: *Carmelo J. Salz* Date *12/23/15*

Witnessed by: *Ismael Merand* Date *23/Dec/2015*



REGIONAL COALITION OF LANL COMMUNITIES

City of Española - Los Alamos County - Rio Arriba County - Santa Fe County
City of Santa Fe - Taos County - Town of Taos - Pueblo of Ohkay Owingeh
Pueblo of Jemez

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, December 22, 2015**. Clearly mark the RFP Name on the outside of the sealed proposal.

DIRECTIONS TO PROCUREMENT OFFICE:

1. Drive **WEST** on NM-502 to Los Alamos.
 - 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 (4) 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 successful 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.
9. Maintain a website.
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, Proposer is requested to format the proposal in the order indicated below. Proposals shall address the following items:

1. Introduction and Statement of Qualifications
2. Proposal for building on the recent successes of the 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 with items identified in the mission statement and strategic plan.
 - c. Discussion of Proposer's experience working with Pueblos and other sovereign governmental entities.
3. Organization and Capacity: Describe roles, resources and responsibilities and provide a statement about the capacity of the Proposer to complete work described herein.
4. List number of clients currently represented (internationally, nationally and within the state of New Mexico).
5. List all members of company employed.
6. Provide a listing of only individuals who will be directly involved with this service/work, including resumes, certifications and home office location of each key person.
7. Provide at least 3 (three) letters of professional references.
8. Provide Cost – fixed monthly, exclusive of NMGR and reimbursable expenses

PROPOSAL EVALUATION CRITERIA

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

CRITERIA	WEIGHTED POINTS
Qualifications, Capacity & Experience	60
References	10
Cost	30
TOTAL	100

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 Brian Bosshardt, at (505) 663-1779 or e-mail questions to: brian.bosshardt@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. 2016-01 ("the "RFP") on December 6, 2015, requesting proposals for Executive Director Services for Regional Coalition 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 two (2) years thereafter unless extended or sooner terminated as provided herein. *At the sole discretion of the Regional Coalition, this Agreement may be renewed in one-year increments for up to two (2) additional years, 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 *does not include* applicable New Mexico Gross Receipts Taxes ("NMGRТ"). *Compensation and reimbursable expenses shall be paid in accordance with the rate schedule set out in Attachment "A," attached hereto and made a part hereof for all purposes.*

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 County of Los Alamos showing the amount of compensation due, amount of any NMGRТ, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30)

days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be responsible for remittance of the NMGRS 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 Regional Coalition and will not be considered an employee of 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 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 that exceeds industry standard of care for performance of Services.

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 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 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 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. Regional Coalition requires Certificates of Insurance or other evidence acceptable to Regional Coalition that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name 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. 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:** \$1,000,000 (One Million Dollars) combined single limit per occurrence; \$2,000,000 (Two Million Dollars) aggregate 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 Regional Coalition all records, books of account, memoranda, and other documents pertaining to 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 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 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.** 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 Regional Coalition all originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by 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. 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 upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) 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 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
COMMUNITIES**

REGIONAL COALITION OF LANL

By: _____

BY: _____

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 3-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 3-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

**RESPONSE TO THE REQUEST
FOR PROPOSALS (“RFP”) FOR
EXECUTIVE DIRECTOR
SERVICES REGIONAL
COALITION OF LOS ALAMOS
NATIONAL LABORATORY
COMMUNITIES**

**From Tafoya and Brainerd Partners
LLC**

P.O. Box 1274

Albuquerque, NM 87103

505-660-1046

To Whom It May Concern

Tafoya and Brainerd Partners LLC., and its principal John Chavez are pleased to submit this proposal in response to the Request for Proposal for Executive Director Services for the Regional Coalition of Los Alamos National Laboratory Communities.

Mr. Chavez has been involved in a number of entities and activities that would translate into providing excellent service as the Executive Director of the Regional Coalition of LANL Communities.

Mr. Chavez's qualifications and experience include, the President of the New Mexico Angels, District Manager of the Albuquerque Indian School District, Managing Director of the New Mexico Start Up Factory, Cabinet Secretary of the New Mexico Taxation and Revenue Department and other executive positions in the private sector.

Mr. Chavez has been involved extensively in Economic Development in New Mexico as the President of the New Mexico Angels. In this role, he has worked with Los Alamos National Laboratory and Sandia National Laboratory to showcase their technologies to the community in technology showcase events to enable technology entrepreneurialism. Additionally, Mr. Chavez has been involved with all of New Mexico's Research Universities as a member of their various economic development committees. Lastly, in his work with the New Mexico Angels, Mr. Chavez and Ms. Dorian Rader, a Tafoya and Brainerd LLC., team member have worked with the State of New Mexico Economic Development Department in a research project for the Technology Research Collaborative, while continuing entrepreneur education throughout the State.

Mr. Chavez is involved with the New Mexico Federal Delegation in a number of forums. Mr. Chavez has worked with Representative Ben Ray Lujan regarding Regional Economic Development on his RED panel. Mr. Chavez has also worked with Senator Udall and Senator Heinrich on technology transfer issues at our Federal Laboratories.

Mr. Chavez has been involved with the Native American community in his role as District Manager of the Albuquerque Indian School District. The AISD team organizes 12 monthly meetings for the 10 member Oversight commission which includes three Pueblo's governor officers. The AISD team organizes 5 meetings a year of the AISD Governing Council which includes all nineteen of the Pueblo Governors.

Based on the afore mentioned skills and experience, Tafoya and Brainerd Partners LLC, has the team and capacity to provide excellent service as the Executive Director team for the Regional Coalition of LANL Communities.

Statement of Qualifications

EXPERIENCE: John Chavez, Principal

Tafoya and Brainerd Partners, LLC, Albuquerque, NM

Tax, Business and Governmental Affairs Consultants President, May 2001 – Current

- Responsible for working with companies regarding new business development opportunities, business plan development, sales strategies and new capital structure development.
- Responsible for acquiring new customers for clients.
- Represented companies at conferences and seminars.
- Responsible for representing companies and clients to state government's taxation and revenue department regarding tax issues.
- Responsible for government affairs within New Mexico, working with Federal, State and Local government officials to support clients.

Albuquerque Indian School District, Albuquerque NM

District Manager – Tax Administrator, April 2014 - Current

- The District Manager is responsible for the day to day responsibility of governmental functions on the district with direct supervision of the AISD oversight commission.
- The District Manager is responsible for the financial success of the district including financial reporting, audit engagement, financial policy development and tax compliance.
- The District Manager is authorized by the Governing Council to perform the specific duties in connection with the administration and enforcement of ordinances of the District.
- The District Manager is responsible for the coordination of all AISD Oversight Commission and AISD Governing Council meetings.

New Mexico Angels, Albuquerque NM

President August 2008 – Current

- The President is responsible for membership and sponsorship development
- The President is responsible for the quarterly meetings and special events for the presentation of the potential investment in local start up companies.
- Engagement of New Mexico research institutions to showcase technologies
- Education of entrepreneurial community
- The President will provide due diligence for the membership whom are interested in investment in local start up companies. The effort will be coordinated with IP attorneys, deal attorneys, marketing firms and technology validation companies.

- Responsible for all governmental interactions regarding Ventures Capital investing, Angel investing and promoting governmental and tax policies that encourage investments in New Mexico.

NEW MEXICO TAXATION AND REVENUE DEPARTMENT, Santa Fe, NM

Cabinet Secretary

January 1995 – January 2001

- Oversaw collection of \$3.7 billion in revenue for state, counties and cities
- Tax policy and legislative advisor to governor and governor's senior executive staff.
- Managed workforce of 1200 employees in 80 locations across the state.
- Administered the laws, regulations and policies affecting revenue generation for the State of New Mexico.
- Managed 60 million dollar budget to accomplish revenue generation, tax compliance, motor vehicle licensing and registration, commercial vehicle safety and property tax administration.
- Internet income tax filing and Internet motor vehicle re-registration.
- Motor vehicle field offices concept; establishing multiple locations for improved service.
- Audit and Compliance benchmarking and accountability project; allowed for greater productivity.
- Efficiency workforce initiative; removed layers of unnecessary management and provided for accountability in each service provided.
- Established governor's legislative team and process; ensured successful legislation for the governor in keeping with the governor's vision and goals.

CAREER HIGHLIGHTS

- Founded and funded New Mexico Start-Up Factory, featured in Inc. Magazine
- Named CEO of the Year 2012 by the New Mexico Business Weekly
- Named one of New Mexico's Top 10 Rainmaker by the New Mexico Business Weekly (as part of their October 2010 Power Broker Issue)
- Named New Mexico Power Broker by the New Mexico Business Weekly (October 2009)
- Named as one of 2009's Who's Who in Technology by the New Mexico Business Weekly
- Named President of the New Mexico Angels (January 2008)
- Named and Confirmed Cabinet Secretary of the State of New Mexico Taxation and Revenue Department (1995)

Executive Management Qualifications Skill Set

Ability to be innovated:

Mr. Chavez has been innovative throughout his entire career. During his time with Taxation and Revenue, Mr. Chavez was responsible for a number of improvements in the tax filing process; making NM the first state to offer free internet income tax filing. As the founder of the New Mexico Start Up Factory, Mr. Chavez has created a technology transfer model that has resulted in the creation of 8 new start up companies, in a nationally recognized model (featured in Inc Magazine and a semifinalist in the 2015 of the University Economic Development Association Awards of Excellence program).

A Risk Taker:

As an active angel investor, Mr. Chavez has invested in a number of New Mexico Start Up companies; this willingness to invest in early stage start up in a deliberate fashion is a testament to his willingness to engage in measured risk taking. Mr. Chavez's ability to take risk in the government sector has also been shown in innovations such as the third party MVD office concept and implementation (also known as MVD Express).

The Ability to Take Action:

Mr. Chavez has shown throughout his career for the ability to take action. The New Mexico Start Up Factory Model (which takes innovation directly from the National Labs and Universities to market by creation of start-up companies), shows the ability of take information in from third parties, evaluate the information, see the vision for the product and the company and start the company with people, process and resources. It has allowed 8 highly innovative technologies to be commercialized from New Mexico research institutions while allowing technologists to keep their day jobs and move their technologies to market 10x faster than if they did it themselves.

Coordination and Communication with Team Members:

One of Mr. Chavez's most useful skill sets is his ability to communication and coordinate with team members. As the Chief Executive Officer to the tax department, Mr. Chavez coordinated with his executive team regarding goals and mission, visiting all 89 tax, MVD and MTD offices in New Mexico during his tenure and communicated with them on a regular basis. As the President of the New Mexico Angels, Mr. Chavez believes in community involvement - both inside and outside the organization. By having a transparent due diligence process with many experts involved, the higher the probability of successful outcome of the investments. Outside the organization, Mr. Chavez has let the community dictate what and when educational events are needed.

Inclusion of Decision Making:

As part of the process of getting support from stakeholders, Mr. Chavez believes that more information in making decisions is better for the future outcome of the organization. As a former government official, bringing the stakeholders to the table is important for the public perception of governmental organization and to the decision outcome. However, Mr. Chavez believes that while it is important to take all factors and opinions into consideration, decisive decisions have to be made to move projects and operations forward.

Proposal for building on the recent successes of the Regional Coalition in regards to:

a. Firm's/Individual's experience in the field and with inter-governmental facilitation, coordination and policy development.

Tafoya and Brainerd Partners and its principal have extensive experience with governmental entities, developing policies and creating policies for federal state, local and Native American governments.

As the Cabinet Secretary of the New Mexico Taxation and Revenue department Mr. Chavez was responsible for tax policy and had input on gambling and transportation policy. This policy responsibility involved engagement and education of impacted stakeholders including legislators, the federal government, the public, Native American community, local and community governments, and other institutions.

As the District Manager of the Albuquerque Indian School District (AISD), Mr. Chavez is responsible policy development for the governmental entity. The process for creating policies for the AISD includes receiving direction from the Governing Council for policy and procedures development. Then receiving input and direction from the AISD oversight commission and other impacted parties and then engaging the Governing Council for approval and final passage for policy via resolution of the Governing Council.

Mr. Chavez has been involved with the New Mexico Municipal League, the New Mexico Association of Counties and a number of non-government organizations working on policies for the betterment of New Mexico and its communities.

b. Discussion of experience and knowledge with items identified in the mission statement and strategic plan.

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:

The Tafoya and Brainerd Partners has the skill set, the experience, and the government contacts to immediately involvement themselves in the conversation as a representative of the Regional Coalition of LANL Communities.

2. Regional economic development and site employment; working to train local residents for jobs available at LANL and creating economic opportunities around LANL.

Tafoya and Brainerd Partners has the experience in the Economic Development area. Mr. Chavez has been active in the New Mexico Start up Ecosystem as the President of the New Mexico Angels. Mr. Chavez has been involved in the Los Alamos area in Economic Development working with the Feynman Center for an event in Los Alamos called DistrupTech, held yearly on July. Mr. Chavez is working with the Regional Development Corporation on putting events for entrepreneurs

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.

Tafoya and Brainerd Partners, and its principal John Chavez has governmental experience which includes the knowledge and inner workings for the Federal, State and Local budgeting and expenditure process. Mr. Chavez also has worked with the Federal Delegation on a number of Economic Development issues and would be able to quickly get involved on the issues described above.

c. Discussion of Proposer's experience working with Pueblos and other sovereign governmental entities.

Mr. Chavez is the part time District Manager of the Albuquerque Indian School District in Albuquerque New Mexico. The Albuquerque Indian School District is the governing entity that was created by the 19 Pueblo's to provide governance for the district. Mr. Chavez is working with the Pueblo's on a daily basis in providing the management of the District property.

Mr. Chavez, as the Cabinet Secretary worked with the Pueblos and the Navajo Nation to create legislation that allowed the Pueblos and Navajo Nation to impose their taxing authority businesses that had a presence on tribal land without the state taxing those same receipts and income.

The Regional Coalition has adopted a strategic plan the focuses on four principal areas:

The Tafoya and Brainerd Partners team acknowledges the strategic plan and has the experience, skills, focus and drive to implement the strategic plan

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

3. Organization and Capacity: Describe roles, resources and responsibilities and provide a statement of capacity of the Proposer to complete work described herein.

Mr. Chavez will have the primary responsibility to fulfillment of the contract.

Below are roles and responsibility of the team members from Tafoya and Brainerd Partners LLC.

Please see the attached resumes.

The Contractor shall provide the following services:

Tafoya and Brainerd Partners Team Responsibilities:

1. Continue and build upon the Regional Coalition's efforts as an effective advocacy Organization.

John Chavez and Dorian Rader

2. Manage the organization and help ensure its legal and financial responsibilities are met.

John Chavez and Alicia Montoya

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.

John Chavez

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.

John Chavez

5. Serve as an independent facilitator for the Board meetings.

John Chavez

6. Develop and circulate agenda items and briefing memos for the Board meetings.

John Chavez and Alicia Montoya

7. Prepare and distribute minutes of the Board meetings.

John Chavez and Alicia Montoya

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

John Chavez and Dorian Rader

9. Maintain a website.

Dorian Rader

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

John Chavez

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

John Chavez and Dorian Rader

12. Serve as spokesperson of the Regional Coalition with the Department of Energy, state and federal agencies, the media and the public.
John Chavez
13. Monitor regional and national issues and coordinate with outside agencies on issues affecting LANL.
John Chavez
14. Make monthly presentations to the Board and at other forums on a range of issues.
John Chavez and Dorian Rader
15. Represent the organization at national meetings as directed by the Board.
John Chavez
16. Prepare monthly updates on relevant congressional and DOE policies and actions.
John Chavez
17. Report progress on the strategic plan, and annually provide an updated plan for the Board's discussion and approval.
John Chavez, Dorian Rader and Alicia Montoya
18. Prepare the draft annual budget for approval by the Board, and implement as appropriate.
John Chavez, Dorian Rader and Alicia Montoya
19. Generate supporting funds from a variety of sources to continue the operations of the Regional Coalition.
John Chavez
20. Provide monthly updates to the Board regarding progress.
John Chavez and Alicia Montoya
21. Develop and present to the Board an Annual Report, detailing the prior year's activities and achievements.
John Chavez, Dorian Rader and Alicia Montoya
22. Other tasks that are identified and assigned by the Board
John Chavez, Dorian Rader and Alicia Montoya

4. List number of clients currently represented:

- New Mexico Angels Albuquerque, New Mexico
- New Mexico Start Up Factory Albuquerque, New Mexico
- Phase One Ventures Santa Fe, New Mexico
- Albuquerque Indian School District Albuquerque, New Mexico
- SAMBA Safety Albuquerque, New Mexico
- Ceannate Inc. Rolling Hills, Illinois

5. List of all members of company employed.

A. John Chavez: Principal

B. Dorian Rader: Media and Creative efforts

D. Alicia Montoya: Administrative Service and Executive Assistance.

Please see the attached resumes

6. Provide a listing of only individuals who will be directly involved with this service/work, including resumes, certifications and home offices location of each key person.

Please see the attached resumes.

Mr. Chavez generally works at the New Mexico Angel office in Albuquerque and the Santa Fe Business Incubator in Santa Fe.

Ms. Radar works at the New Mexico Angel office in Albuquerque.

Ms. Montoya works at the New Mexico Angel office in Albuquerque.

7. Provide Three Letters of professional references

See the attached Letters of references

Provide Cost - fixed monthly, exclusive of NMGR'T and reimbursable expenses

SERVICE COSTS:

1. List monthly fixed fee and number of work hours to be provided exclusive of New Mexico Gross Receipts Tax ("NMGR'T").

Response: \$7,325.00 per month
Mr. Chavez 20 Hours per week
Ms. Rader 5 Hours per week
Ms. Montoya 5 Hours per week

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.)

Response: Agreed

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.

Response: The monthly service cost include: reproduction costs, internet services and updates, mobile phone services, insurance, printing equipment, presentation 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.

Response: None

Letters of Professional References



Memo:

To: Whom it may concern

From: JT Michelson, Chairman of the New Mexico Angels

Letter of Reference: John Chavez

I am pleased to provide this letter of reference for John Chavez, the President of the New Mexico Angels.

I have been involved with the New Mexico Angels for the last six years, and as the Chairman of the Board of Directors for the last four years. During this time I have been impressed with Mr. Chavez's political skills, organizational skills and his ability to close investment deals for companies that present to the New Mexico Angels.

Mr. Chavez has been the President of the New Mexico Angels since 2008, the New Mexico Angels are a 506-C organization that is a network of angel investors. The New Mexico Angels have sponsors and members which provide financial resources to fund the entity. The New Mexico Angels have invested over \$10 million dollars in early stage companies since Mr. Chavez became President.

In the political area, Mr. Chavez in 2012 lobbied and passed an extension of the Angel Tax Credit. In 2015, Mr. Chavez with support of the Governor's office lobbied and passed an enhancement of the Angel Tax Credit. Mr. Chavez has been involve with the following government entities over the last couple of years as an expert in small company capital formation; City of Albuquerque, City of Santa Fe, Bernalillo County, State of New Mexico, Office of Representative Ben Ray Lujan, Office of Senator Tom Udall and Office of Senator Martin Heinrich.

Lastly, the New Mexico Angels puts on six to seven events each year. All the events are well managed, well-structured and well attend. This organizational abilities for Mr. Chavez impress our members and our sponsors so that they continue to support the organization.

New Mexico Angels 505-843-4206

1155 University SE, Albuquerque, New Mexico 87106

www.nmangels.com



SUSANA MARTINEZ
GOVERNOR

JON BARELA
CABINET SECRETARY

December 14, 2015

To Whom It May Concern;

I write to commend John Chavez for his work in the start-up community in New Mexico. He has developed New Mexico Angels into a strong and committed group of investors who make a difference to those that create ideas here and who work to commercialize their technologies, build businesses and create jobs. Additionally, when great technologies are licensed elsewhere or when a company sells, the economic and financial benefits that accrue to the state's technology ecosystem are significant and we all celebrate.

John has provided leadership beyond that seen within NM Angels. He created the NM Start-Up Factory, helped develop the University of New Mexico Technology Showcase, works collaboratively with other angel groups both in New Mexico and across state borders. He has hosted numerous forums and workshops to introduce new voices to the technology development process, including most recently a forum on how to pitch to investors. He sits on the New Mexico State University Arrowhead Innovation Network Advisory Board and contributes office hours on that campus to assist student and faculty innovators.

John himself is an angel investor so he understands the commitment it takes to mature a technology and to weather the opportunities that don't make it to the finish line.

Regards

A handwritten signature in cursive script that reads "Barbara Brazil".

Barbara Brazil
Deputy Secretary
New Mexico Economic Development Department



December 15, 2015

Re: Letter of Reference for John Chavez, President, New Mexico Angels

To Whom It May Concern:

I am very pleased to provide you with this letter of reference for John Chavez, President of the New Mexico Angels (NMA), a local group of private investors focused on investing in early stage companies.

As the CEO & Chief Economic Development Officer of STC.UNM (STC), the technology-transfer and economic-development organization for the University of New Mexico, I oversee and administer the day-to-day operations of the organization, including intellectual property protection, technology development through start-up formation and licensing, and economic development. STC and NMA are key players in the development of a high-tech industry in New Mexico. Over the past 20 years, STC has spun off more than 90 start-up companies based on UNM inventions developed from UNM research in the physical and life sciences fields. Since 1999, NMA has invested over \$10 million in early stage companies in New Mexico and across the nation.

STC has built a unique relationship with the New Mexico Angels (NMA). The partnership continues to generate critical funding for many of the University's early stage technologies, and the start-up companies spun out from them, has fostered the creation of unique programs to increase funding levels, and offered support for larger initiatives that are being built on the foundation of the commercial fruits of success that this relationship has generated. The partnership has also demonstrated the value of working with the entrepreneurial community for the economic benefit of the entire region. Available investment capital in New Mexico is a central component to commercializing UNM's research. The partnership has produced mutual positive results for each organization.

Under the leadership of Mr. Chavez, NMA created a holding company called New Mexico Start-up Factory, LLC, to create a streamlined and more efficient process for developing UNM technologies and start-ups. The Start-up Factory has spun out six start-ups based on UNM technologies. The holding company is designed to spin out individual, investable companies based on early options of technology from NMA technology partners and offers the advantages of low pre-money value, a diversified portfolio, and more deals and opportunities in New Mexico. NMA's New Mexico Start-up Factory, Inc. has been so successful that NMA has created a New Mexico Start-up Factory Two, LLC, devoted to finding not only technologies with market and commercial potential at UNM but New Mexico State University and New Mexico's two national labs—Sandia and Los Alamos—as well.

Mr. Chavez' commitment to invest in the economic growth of New Mexico has been so effective that the New Mexico Angels are now recognized as the state's most active group of accredited investors in new companies.

Sincerely,

A handwritten signature in black ink that reads "Lisa Kuuttila".

Lisa Kuuttila
CEO & Chief Economic Development Officer
STC.UNM
The University of New Mexico

John J. Chavez

895 Silver Avenue SW | Albuquerque | New Mexico | 87102
505.660.1046 jchavez@nmangels.com

CAREER HIGHLIGHTS

- Founded and funded New Mexico Start-Up Factory and it's six spin off companies including:
- Named CEO of the Year 2012 by the New Mexico Business Weekly
- Named one of New Mexico's Top 10 Rainmaker by the New Mexico Business Weekly (as part of their October 2010 Power Broker Issue)
- Named New Mexico Power Broker by the New Mexico Business Weekly (October 2009)
- Named as one of 2009's Who's Who in Technology by the New Mexico Business Weekly
- Named President of the New Mexico Angels (January 2008)
- Named and Confirmed Cabinet Secretary of the State of New Mexico Taxation and Revenue Department (1995)

EXPERIENCE

Tafoya and Brainerd Partners, LLC, Albuquerque, NM
Tax and Business Consultants
President, May 2001 – Current

- Responsible for working with companies regarding new business development opportunities, business plan development, sales strategies and new capital structure development.
- Responsible for acquiring new customers for clients.
- Represented companies at conferences and seminars.
- Responsible for representing companies and clients to state government's taxation and revenue department regarding tax issues.
- Reviewing and identifying tax minimization opportunities for client companies

Albuquerque Indian School District. Albuquerque, NM
District Manager and Tax Administrator
April 2014 – Current

- The District Manager is responsible for the day to day responsibility of governmental functions on the district with direct supervision of the AISD oversight commission.
- The District Manager is responsible for the financial success of the district including financial reporting, audit engagement, financial policy development and tax compliance.
- The District Manager is authorized by the Governing Council to perform the specific duties in connection with the administration and enforcement of ordinances of the District.
- The District Manager is responsible for the coordination of all AISD Oversight Commission and AISD Governing Council meetings.

New Mexico Angels, Albuquerque, NM

President

August 2008-Current

- The President is responsible for membership and sponsorship development
- The President is responsible for the quarterly meetings and special events for the presentation of the potential investment in local start up companies.
- Engagement of New Mexico research institutions to showcase technologies
- Education of entrepreneurial community
- The President will provide due diligence for the membership whom are interested in investment in local start up companies. The effort will be coordinated with IP attorneys, deal attorneys, marketing firms and technology validation companies.
- Responsible for all governmental interactions regarding Ventures Capital investing, Angel investing and promoting governmental and tax policies that encourage investments in New Mexico.

NEW MEXICO TAXATION AND REVENUE DEPARTMENT, Santa Fe, NM

Cabinet Secretary

January 1995 – January 2001

- Oversaw collection of \$3.7 billion in revenue for state, counties and cities
- Tax policy and legislative advisor to governor and governor's senior executive staff.
- Managed workforce of 1200 employees in 80 locations across the state.
- Administered the laws, regulations and policies affecting revenue generation for the State of New Mexico.
- Managed 60 million dollar budget to accomplish revenue generation, tax compliance, motor vehicle licensing and registration, commercial vehicle safety and property tax administration.

Initiatives:

- Internet income tax filing and Internet motor vehicle re-registration.
- Motor vehicle field offices concept; establishing multiple locations for improved service.
- Audit and Compliance benchmarking and accountability project; allowed for greater productivity.
- Efficiency workforce initiative; removed layers of unnecessary management and provided for accountability in each service provided.
- Established governor's legislative team and process; ensured successful legislation for the governor in keeping with the governor's vision and goals.

COMMUNITY AND INDUSTRY SERVICE

- Member of UNM President Board of Economic Advisors: 2012-2014
- Keynote Speaker STC.UNM Innovation Awards and Reception.
- Investment Committee New Mexico Mezzanine Partners, LLC, Santa Fe, NM 2011-2014
- Member Board of Directors University of New Mexico Anderson School of Management Foundation. 2008-2012

- Member of the Board of Directors New Mexico Angels Inc. 2006-2014
- President of the Federation of Tax Administrators 2000
- Guest Speaker, Australian Revenue Commissioners Conference 2000-2001
- Guest Speaker, New York University State & Local Tax program 2002-2006

EDUCATION

New Mexico State University

Masters of Business Administration – Regulatory Economics

Date of Graduation: May 1988

New Mexico State University

Bachelor of Business Administration – Finance

Bachelor of Arts – Economics

Date of Graduation: May 1984

BOARD SERVICE

- Board Chair Zocere Inc. 2013-2014
- Board Chair Ecopesticides International Inc. 2013-2014
- Member of the Board Dynamic Photonics Inc. 2013-2014
- Member of the Board New Mexico Angels 2007-2014
- Member of the Board of Directors One Connect IP 2005-2008
- Member of the Board of Director Federation of Tax Administrators 1996-2001
- Member Executive Committee of Multi- State Tax Compact 1995-2001

Dorian J. Rader

18A Skyline Drive · Sandia Park · New Mexico · 87047
dorian.rader1@gmail.com · 505.206.2752

Operations & Business Development Executive seeking COO position.

EXPERIENCE

Mc6 & Associates, LLC (New Mexico & Colorado)

May 2009 – Present

Principal & Owner

- Step in to growth or high-tech companies to serve as an Operations and/or Marketing Executive
- Create operations plans; establish infrastructure and drive (or turn around) companies to improve performance, in both employees and the bottom line.
- Assist companies in their succession planning and exit strategies, as well as growth and financial planning
- Help companies find, gain and pen partnerships for strategic work, funding or research and development
- Coach executives on how to raise, structure and pitch for outside equity funding Expertise in digital marketing includes certifications in: AdWords (PPC), Google Analytics, SEO, and Salesforce
- Design, strategy and implementation for public relations, news articles and pitch presentations
- Serving companies of all sizes and industries in the United States.
- **A Sample Listing of Previous Clients**

COO at Liquid Common (digital marketing company, Albuquerque, NM)

- Came in to provide leadership and direction to the company after a transition
 - *Implemented operational strategies for efficiency and best practices*
 - *Reduced overhead by 63% while increasing project completions*
 - *Coached CEO and executive team on leadership and growth principles*
- Work as Business Development to make relationships with strategic partners and create new streams of revenue to further increase revenue and diversify the company
- Audit and manage the financials, financial reporting
- Creation of marketing plan and strategy.
- Management of market research and new product (including intellectual property) development to increase valuation of the company.

COO at Growing Spaces Greenhouses, LLC (International greenhouse manufacturer, Colorado)

- Implemented Lean Six Sigma Model and streamlined production
 - *Reduced short and incorrect shipments from 11% to less than 1%*
 - *Created OSHA Safety plan and eliminated violations*
- Created and implemented workflow/project management programs for all departments
 - *Including trainings on strategic and tactical meeting processes.*
- Rebranded company, created marketing plans and worked with owners to create exit strategy
 - *Increased Sales 22% in 8 months*
 - *Gained national and state awards for the company, which increased exposure and sales*
 - *Created a 5-year exit/succession strategy for the business*
- Helped to develop, protect and create new products with intellectual property

Lead Consultant for Southwest Colorado Small Business Development Center

- Advise entrepreneurs on their start-up companies
- Coach incubator companies on how to gain funding
 - *Worked with the President & CEO of the National Business Incubator Association*
- Taught NXLevel Business Plan 12-Week course at Fort Lewis College
 - *Utilized the NXLevel and Business Model Generation theories*
 - *2nd Highest Graduation Rate; Lowest Drop Rate*

Director of Marketing & Operations (biofuel company)

- Advised company on best path for growth and future funding
- Created marketing/ operations plans
- Managed day-to-day operations, finances and led company through audits
- Aided in scale up of production facility and protection of intellectual property

Advisor to NuAira Hubs

- Wrote business, commercialization, production plans and designed crowd funding campaign
- Assisted in the writing and filing of patent and trademark applications.
- Gained \$60,000 in start-up funding from the LANL Venture Acceleration Fund

New Mexico Angels (Angel Investment Group) Albuquerque, NM

June 2009 - Present

Business Development Advisor

- Advise Angel investors of start-up companies to invest in that will yield highest returns
- Coach start-up companies on what is required to gain Angel funding, how to pitch, etc.
- Perform due diligence, write term sheets, grant proposals, RFP's, business and commercialization plans
- Fundraising
 - *Increased sponsorships by over 90% in 2013, 80% thus far in 2015.*
- Marketing: Public relations writing, graphic design - creation of logos, websites, and collateral
- Created community educational outreach programs
 - NMA Women's Entrepreneurial Educational Program
 - NMA-TVC Angel Boot camp (also taught in TN, AZ, TX and CO)
 - *Created Angel network in NW New Mexico and Southern Colorado - bringing investors and entrepreneurs together while educating on what Angel investing is and best practices of successful angel groups*
- Founder and Board member of Angel backed start-up companies – work to found the companies, license the technology, validate the market, obtain funding, and set up operational practices to aid in growth.
- Event planning for member meetings, educational seminars and promotional events
- Lobbied with the New Mexico State Government to extend Angel Tax Credits for our members

SAMBA Holdings, Inc., Albuquerque, NM

Feb 2010 – July 2012

Marketing Manager/Sales Analyst

- Strategize and execute Business-to-Business marketing campaigns
 - Direct and manage design and post-production staff, and interface with Sales and Customer Care
- Analyze and track marketing campaigns to calculate sales statistics to help determine future strategy
- Manage and program features for Salesforce (customer relationship database) in-house use
 - *Certified Salesforce Administrator*
- Create and implement digital marketing campaigns including trade shows
- Perform market research for strategic marketing planning
- Manage marketing interns for lead acquisition, market research and database cleansing

STC.UNM (University of New Mexico Patent Office), Albuquerque, NM

Jan 2008 – Feb 2010

Disclosures & Compliance Coordinator; previously Market Research Intern

- Collaborated with UNM inventors and department heads to meet USPTO deadlines
- Performed market research for new technologies and wrote grants and proposals
- Focused on marketing health science technologies for either licensing or start-up companies
- Created business and commercialization plans for technology based start-up companies
- Worked with technologists and commercialization agents to "translate" tech-talk into a business-savvy presentation to attract funding or strategic partners

Tamarind Institute, Albuquerque, NM

Aug 2005 – Jan 2008

Financial Analyst

- Maintained financial records and trained supervisors on financial systems and reporting processes
 - *Solely led company through successful tax audit*
- Designed and Implemented marketing membership campaign to raise funds for new building
 - *Over \$500,000 raised during my tenure*

EDUCATION & MEMBERSHIPS

- **University of New Mexico: Bachelor's Degree of Business Administration**
Major: Organizational Management - Entrepreneurial Studies & Marketing, Minor: Professional Writing
- **Professional Memberships:** Elevate (formerly 85 Broads), New Mexico Tech Council, Small Business Development Center Colorado Business Advisors Network, Conscious Capitalism
- **Certificates:** SBDC Certified Advisor, Salesforce Administrator, Google AdWords, Google Analytics
- **Board Memberships:**
 - American Marketing Association, New Mexico Branch (VP of Programming)
 - Zocere Inc. (stroke therapy pharmaceutical company, also a company Founder)
 - New Mexico Start-Up Factory (also a Founder)
 - Dynamic Photonics, Inc. (also a Founder)
 - EcoPesticides International Inc. (also a Founder and Business Development Advisor)
 - IPHC Inc. (also a founder)

SKILLS

- Operations
- Growth Strategy
- Program Development
- Marketing Plan & Collateral Creation
- Salesforce CRM Administrator
- Writing: PR, Marketing, Technical
- Graphic Design (Adobe Suite)
- Website Design & Management
- Lean Six Sigma Operations
- Business & Commercialization Plans
- Investor Presentations
- Financial Reporting
- Leader & Mentor
- Strategic Plans
- Event Planning
- Public Speaking & Teaching

AWARDS

- **3rd Place Winner of UNM's Technology Business Plan Competition (was team leader) – 2009**
 - Business was an anti-scalant for desalination of brackish water, gained funding interest from Angels, Venture Capital and the Federal Government
- Excellence in Professional Writing Award – 2009
- Kirtland AFB Officer's Club Memorial Scholarship - 2005
- NML Bridge to Success Scholarship - 2005
- NML Scholarship 2005-2009

See my endorsed skills on LinkedIn: www.linkedin.com/in/dorianrader/

Portfolio and writing samples available upon request

ALICIA W. MONTOYA

6200 Acacia St NW – Albuquerque, NM 87120 – (505) 238-7350 – aliciastephens@msn.com

PROFILE

Results-driven. Dependable. Strong communication skills. Experience in coordinating events. Successful at project management.

Special Talents Include:

- New Hire Trainer
 - Team Supervisor
 - US Security Clearance
 - Various Leadership Roles
 - Church Elder / Committee Chair
 - Newsletter and Web Designer
-

EDUCATION

Masters in Public Administration – Human Resources December 2005
University of New Mexico, School of Public Administration, Albuquerque, NM

- Cumulative GPA 3.8; Master Thesis on HIPAA regulations

Bachelor of Arts – Psychology- Child Development May 1996
University of New Mexico, College of Arts & Sciences, Albuquerque, NM

- Cumulative GPA 3.7; (graduated cum laude)

PROFESSIONAL EXPERIENCE

Executive Assistant

Indian Pueblo Marketing, Inc., Albuquerque, NM

August 2014 to Present

- Report to the District Manager / Tax Administrator.
- Outreach and relationship building with the 19 NM Pueblos via communication on AISD activities.
- Maintain a historical record of AISD by maintaining files, resolutions, and meeting minutes.
- Track and maintain vendor database to ensure their compliance with tax laws and business registration.
- Schedule and set up all aspects of meetings and events.
- Take meeting minutes.

Property Manager

Self Employed, Albuquerque, NM

December 2007 to Present

- Select tenants, run financial background, check references.
- Write and update Rental Agreements.
- Collect rent, maintain book keeping.
- Maintain residence at highest standards.

Human Resources Generalist

Chickasaw Nation Industries Technical Services Albuquerque, NM

February 2005 to July 2007

- Supervised a team of three to implement employee benefits and compensation.
- Assisted Managers in interpretation of company policy, as well as State and Federal laws.
- Planned and directed implementation and administration of benefits programs designed to protect employees against loss of income due to illness, injury, layoff, or retirement.
- Direct preparation and distribution of written and verbal information to inform employees of benefits programs such as FMLA, insurance and pension plans, paid time off, bonus pay, and special employer sponsored activities. Utilize ADP software.
- Worked with a team to analyze existing benefits policies of organization to establish competitive benefits programs.
- Direct performance of clerical functions, for example updating records and processing insurance claims.
- Member of Human Resources Management Association of New Mexico.
- Create, prepare, and conduct training for incoming employees as well as continuing training for existing employees on various company policies.

Contract Support Assistant

April 2002 to February 2005

Chickasaw Nation Industries, Albuquerque, NM

- Direct office team consisting of five employees on all federal travel guidelines.
- Oversee vendor negotiations, vendor management, and analysis of bids as well as monthly budgets, invoices, labor, and travel for all employees.
- Responsible for the entire process of tracking, reconciling, and sharing information with the corporate office regarding the monthly costs of federal contracts.
- Responsible for quality assurance on payroll and billing for various federal contracts.

Administrative Secretary

November 1999 to April 2002

NM Crime Victims Reparation Commission, Albuquerque, NM

- Assist Director in streamlining policies to maintain productivity for reparation officers.
- Assist human resources department and director in various community outreach events.
- Served as a central point of liaison with other state agencies and interested parties in the resolution of a variety of day-to-day matters concerning victims of violent crime.

Registered Child Care Provider

May 1998 to November 1999

Home Child Care, Albuquerque, NM

- Oversaw all monthly billing and ensured facility in accordance with state mandated guidelines and provided educational activities to pre-school children.

Assistant Facilitator and Researcher

January 1997 to December 1997

University of Denver, Seventh Generation Program, Denver, CO

- At the UNM Agora Crisis Center I was the Publicity and Training Coordinator.
- Assisted in Drug and Alcohol Education and Awareness Project for Native American school-age children.
- Designed and implemented a research project concerning Depression and Native American Children.
- Presented research findings at a national conference in Boston, MA.

Volunteer Work**Session Member***Second Presbyterian Church, Albuquerque, NM*

- Along with other members, oversee the rules and regulations regarding the church.
- Make financial decisions regarding church activities and projects.
- Committee Chair Adult and Child Education.
- Committee Chair Live Wire Committee.
- Co-Coordinator of Project Share.
- Coordinator of Church Directory.

Academic Fellowship

- Fellow in the **NM LEND Program** (clinical & leadership training program) working with children who have developmental disabilities; providing interdisciplinary and disciplinary training to improve systems of care for children with neurodevelopment and related disabilities.

Interests

I have enjoyed many experiences in the field of teaching and training and working with diverse populations. Some examples include:

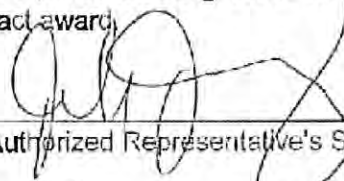
- At the UNM Agora Crisis Center I was the Publicity and Training Coordinator
- At the University of Denver I assisted in Drug and Alcohol Education and Awareness Project for Native American school-age children.
- As a Fellow in the NM LEND Program I worked with children who have developmental disabilities; and I help to provide training to improve systems of care for children with neurodevelopment and related disabilities. I also led group discussions and participated in various community and classroom presentations.

Exhibit "B"

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

- (1) I or We, Tufts Business Partners LLC (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 3-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 3-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.

12/14/2015
Date


Authorized Representative's Signature

John Chad Z
Print Name

Managing Director
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

John Chavez

12/14/2015



December 22, 2016

Dear Brian Bosshardt and Board of the Regional Coalition of LANL Communities,

It is with great pleasure that I seek out the contract to provide the Executive Director Services for the Regional Coalition of LANL Communities. As your current Executive Director, it has been an honor serving the Coalition, seeking to reach its utmost potential through its strategic objectives and visionary scope of your leadership. Your faith in my direction and support for my leadership has allowed me to drive the Coalition to new heights and take on challenges that will bring northern New Mexico great results through your efforts.

I have been serving the Coalition for the past year and hope to find a long-term stake in your successes. Through my time in service to the Coalition, I have been able to understand the critical areas in which the Coalition works, so as to ensure that direct action is taken in areas of environmental cleanup of legacy waste, regional economic and community development, and other regional planning initiatives. I have grown to have great affection for the work of the Coalition and its efforts, exploring the many areas of interest of the Coalition. In the past year, I have built new relationships with the various stakeholders in the Coalition's purview of strategic partners, all the time grateful for the knowledge and support of the expert practitioners who could offer insights into the Coalition's abundant potential.

It has been such a wonderful journey thus far; gaining the comprehension to pursue the strategic efforts the Coalition can excel in. Whether it is advocacy on behalf of local contractors and workforce, ensuring community commitment is intact, sharing best practices with national partners, or representing our regional interests to practitioners nationwide, our Coalition has been a positive force for northern New Mexico. It is my ultimate hope to realize that strength through a united voice and continue to fight for what is best for our communities in order to pursue the greatest possible outcomes for the future of New Mexico.

Thank you again for this opportunity to continue serve your communities. I believe we can continue to grow and actualize the tremendous potential with this dynamic Coalition, and it is my hope that I may help serve as proprietor over Executive Director Services in order to do so. Please feel free to contact me with any questions or comments. I look forward to hearing from you.

Sincerely,

Andrea D. Romero
Principal, ARC



ANDREA ROMERO
CONSULTING

I. INTRODUCTION AND STATEMENT OF QUALIFICATIONS

Andrea Romero Consulting (ARC) supports public, private, and philanthropic organizations rooted in finding the guiding principles and best practices dedicated to New Mexico's future. Our work spans environmental advocacy, economic development, executive planning and leadership initiatives. Our firm is dedicated to pursuing the greatest outcomes for our clients and focuses energies on those having the largest impact, while ensuring that all administrative and day-to-day tasks are taken care of. By responding directly to our clients' needs and ensuring all of their critical deadlines are met, ARC has built a reputation of positive outcomes and connecting clients to achievement.

ARC is incredibly scrupulous about choosing our clientele, as we hope our clientele is in choosing us. We work hard for you to ensure the best possible future for New Mexico. With specialized experience in international development, social justice, and entrepreneurial initiatives, ARC's advocacy and governmental relations have spanned overseas, navigated the U.S. Congressional network, and connected Northern New Mexico to the broader global community. ARC hopes to grow its reputation based on the work products created, the results of each of its efforts, and the relationships we mature with our illustrious clients.

We hope we can work with you as we venture into this coming journey. The Regional Coalition of LANL Communities has so much room to blossom into an incredible force for positive change and be a group affecting and exemplifying Northern New Mexico's bright future.

Andrea Romero Consulting is accelerating years of experience, consulting in public, private and philanthropic sectors, spanning multi-lingual communications, corporate and governmental capacity building, political analysis, fundraising, entrepreneurship, and sustainability strategy.

- We have an accomplished record of translating ideas into action, achieving strategic vision through executive planning and road mapping.
- We excel in leadership directives, teamwork, project and team management, training, public speaking and communications.
- We stand behind our proven record in intentional design and development, interpersonal and organizational skills, and writing.
- ARC is highly skilled in research methodology, analytics and translating data into digestible media for broad audiences

Through ARC's proven executive direction, project management, and overall coordination of administrative efforts, we offer consultation and direct services to provide ideation and research solutions for public, private, and philanthropic projects to promote economic and internal development initiatives. Our client services serve multiple sectors through execution of focused growth initiatives, planning of strategic frameworks for systemic impact, and short- and long-term mission development.

Past and current clients include: Anti-Defamation League, Impact Network Santa Fe, JLH Media, MIX Santa Fe, New Energy Economy, The Perrin Law Firm, Santa Fe Christian Academy, G³, and Tall Foods.

2. FIRM/INDIVIDUAL EXPERIENCE IN THE FIELD AND WITH INTER-GOVERNMENTAL FACILITATION, COORDINATION, AND POLICY DEVELOPMENT.



ANDREA ROMERO
CONSULTING

For the past year, Andrea Romero has been working as the Executive Director (ED) for the Regional Coalition of LANL Communities (RCLC). Her repertoire of work with the RCLC and other clientele initiatives spans inter-governmental facilitation, coordination, and policy development. Under her previous commitments and obligations while contracting with JLH Media, Andrea Romero has been working as the ED to proactively address issues of the neighboring cities, counties and pueblos directly affected by LANL site activities. Through her efforts, the Regional Coalition is now poised to define regional public interest in its work, as it relates to and interacts with the Department of Energy (DOE), the National Nuclear Security Administration (NNSA), contractors to Los Alamos National Security, LLC (LANS), and the powers of U.S. Congress, to ensure that state and federal policies protect and promote local interests spanning northern New Mexico.

The admirable volunteer RCLC Board Members and Andrea have worked together over the past year to hold consistent and dynamic meetings to engage important stakeholders and subject matter experts. Together with the ED, the Coalition has keyed in on the issues pertinent to realizing the RCLC mission and vision objectives. Ranging from environmental protection and stewardship to community and economic development from the regional perspective, the Board has elevated and distinguished concerns and issues of the communities in the region through its uniquely united and well-entrusted voice. Through Andrea's management, the Board has legitimized its purpose and mission by enhancing its relationship with DOE and organizations surrounding the LANL landscape by optimizing its performance and effectively executing its explicit goals.

Andrea comprehends working multilaterally with national and regional stakeholders, allowing for the collective communities to participate in a process in which information is shared and disseminated in order to educate one another on LANL's objectives, environmental cleanup, and other pertinent operations. Specifically, Andrea has acquired subject matter experts in a range of areas of interest to the Coalition to present to the Board and offer insights to inform the Coalition's efforts.

She has demonstrated excellence in: 1) harnessing the strength of the Regional Coalition's commitment to increasing local government's relationship with LANL, 2) supporting ongoing and future environmental cleanup activities at LANL, and 3) defining and executing the scope of economic development and regional planning initiatives in the Board's interest. Since February 2015, when Executive Director services obtained its new leadership through Andrea, Coalition interaction amongst member governments and DOE has improved. This connectivity has provided the wherewithal of the Coalition to participate in informing national priorities, ensuring DOE and LANL considers northern New Mexico community interests. Utilizing her leadership, she has facilitated the Board's monthly regional dialogue through Board meetings and created a forum to address issues of the communities affected by LANL policy decisions. Her maintained direction of the RCLC will continue to raise the bar on quality of these meetings and engagement with regional stakeholders.

Overall, Andrea and her support staff have been meeting the needs of the organization by continuing to challenge their work and by reaching for new heights in defining the Coalition's work. Her coordinated effort has allowed for the Coalition to detail their mission and vision, setting specific goals in various areas of policy where the Coalition continues to make great strides.

DISCUSSION OF EXPERIENCE AND KNOWLEDGE IN THE ITEMS IDENTIFIED IN THE MISSION STATEMENT AND STRATEGIC PLAN

As the RCLC's Executive Director, Andrea has sought to ensure that the mission of the RCLC and the founding fundamental objectives of the organization are met. She also targeted strategic activities in each of the four areas of focus within the mission: 1) promoting area economic development, 2) coordinating and promoting environmental protection and stewardship, 3) evaluating policy initiatives and legislation for impact on the RCLC, and 4) engaging in regional planning endeavors. In each of the target areas, Andrea has set out to balance interests and prioritize energies within each strategic area to target specific objectives.

Under her leadership, the Board met challenges in each of the target areas of the RCLC's mission. With the Executive Director's facilitation, the Board reviewed their Joint Powers Agreement and Bylaws, and crafted a strategic plan for the 2015 year by setting goals and defining their objectives. Since that time, Andrea has been working diligently to achieve the goals determined within the document and working at all levels—nationally, regionally, and locally—to ensure the Coalition is doing the utmost to maintain its focus and demonstrate its significance. Through the course of the year, various issues have presented themselves in areas of LANL cleanup, workforce planning, regional educational initiatives, contracting, and other regional dynamics, which required the ED to facilitate the Coalition's efforts for a timely response in order to maximize their impact on the matters. The Coalition and ED have risen to the occasion to be present at a variety of meetings and to make its voice heard through letters, voting in support of issues, and demonstrating other means of direct advocacy.

During the past year at the national level, the Executive Director has been integral in the Regional Coalition's collaboration with the Department of Energy (specifically, their offices of Environmental Management), National Nuclear Security Association, along with the New Mexico Congressional Delegation, Energy Communities Alliance, and other organizations to present its work, advocate on behalf of its efforts, and set the tone for national dialogues. The Coalition has demonstrated the overall scope on what it can do to be part of the national discussion pertaining to DOE Complexes across the country and regional communities surrounding them. Through the Coalition's pursuits, the ED has taken the lead on calling upon national partners, and vice versa, to maintain our relationship and participate in a variety of forums, from issue briefs, white paper, and letter writing, to information sharing through social media, to attendance at national conferences in order to obtain, contribute to, and distribute information.

At the regional level, the Coalition has engaged state and regional organizations such as the LANL Community Programs Office, Northern New Mexico Citizen's Advisory Board, Environmental Management Los Alamos, New Mexico Environment Department, Office of the New Mexico Governor, LANL Major Sub-Contractors Consortium, Regional Development Corporation, Accelerate, REDI Net, and other entities to discuss our relationship to LANL and the federal government objectives we set out to achieve. In so doing, there have been strategies from various entities to support the efforts of one another's work, advocate for one another in times of need, and stay abreast of the concerns and matters affecting our northern New Mexico community.

Locally, the Coalition has sat down with each of its stakeholders to ensure that all are invited, informed, and part of the decision making process when dealing with matters at LANL and throughout the region. Each of the Board members has done fantastically to welcome the Executive Director to the position. Since Andrea's appointment as the Executive Director, the relationships shared between Board

Members and the ED have strengthened, and regular engagement and participation in the Coalition has increased.

As a core element of the impact the Coalition can have, the Executive Director finds it particularly important to stay engaged in the issues and build upon its legislative strategies in order to diplomatically find solutions to regional needs and meet Coalition goals. This item remains a core tenet of the ED's efforts and will be one of the ED's main objectives in the coming year(s).

EFFORTS TARGETING STRATEGIC LONG- AND SHORT-TERM GOALS

On a daily basis, the ED Team receives alerts and information in regards to regional and national issues, and curates the items of interest, especially those that are critical to the Coalition's mission objectives. For each monthly Board meeting, the ED analyzes the strategic plan, aligns possibilities of timeliness of responding or engaging on issues, and invites guest speakers to address the Coalition in areas of importance to our work. In so doing, the preparation includes responses to critical questions and 'talking points' for Board Members.

In preparation for each Board meeting, the ED collaborates with the New Mexico Congressional Delegation (specifically, the staffers working directly with our NM Senators and Representative Luján on LANL issues) to ensure all pertinent information is shared and proper materials are prepared for the public forum. In conjunction with those meetings, information sharing allows us to identify and engage the subject matter experts who can speak directly to the issues.

The alignment of organizations with timely efforts inline with Coalition work has allowed the Coalition's voice to be articulately and movingly spoken as we work toward solutions. Navigating the broad collection of stakeholders and engaging them on our issues has been critical to proving the Coalition's commitment to problem solving and ensuring our regional voice is heard. By keeping up with the various stakeholders and monitoring LANL's updates regularly, the Coalition has remained ahead of the curve on many issues and taken a stance on those most relevant to the communities it serves.

Some examples of a broad alliance of stakeholders include, but are not limited to:

- For LANL contracting of Environmental Management contracts, we have worked with LANL Major Subcontractors (MSC), the NM Congressional Delegation, and EM-LA staff;
- To ensure LANL workforce is doing its utmost to source talent from NM educational institutions, we worked with the LANL Director's Office, the LANL Community Programs Office, Accelerate, the Regional Development Corporation, the regionally focused Higher Education Center, and other higher education institutions;
- In Supply Chain Management Center ideals for centralizing procurement, we work with LANL Acquisitions Services Management, the Energy Community Alliance, LANL MSC, DOE, NM Congressional Delegation, and other LANL personnel.

It is the goal of the ED to be regularly updated by the various LANL stakeholders and maintain a great rapport with the various entities in order to best suit the Coalition's interests and work.

DISCUSSION OF YOUR EXPERIENCE WORKING WITH PUEBLOS AND OTHER SOVEREIGN GOVERNMENTAL ENTITIES

In the past, Andrea Romero has worked extensively in diplomatic activities with various foreign entities for various humanitarian advocacy programs. This experience has provided a platform for facilitating, mediating, and discussing various issues in a variety of circumstances among diverse populations. In the past year, Romero has grown her relationship with the various northern New Mexico Pueblos, advocated on behalf of the work of the Coalition by presenting to various tribal members, and actively recruited new Tribal members to the Board.

Though her repertoire with the sovereign nations in New Mexico is still building, she hopes to continue to grow a strong relationship with their stakeholders in regional governmental and LANL-based affairs. It is a primary goal of hers to be able to actively engage directly with the representatives within the Eight Northern Pueblos and identify where policy initiatives and opportunities for their participation in the Coalition align.



3. ORGANIZATION AND CAPACITY

Describe roles, resources and responsibilities and provide a statement about the capacity of the proposer to complete work described herein.

ROLES

Executive Director – Andrea Romero, principal owner of Andrea Romero Consulting, will serve as Executive Director for the Regional Coalition of LANL Communities and ensure that all duties therein are fulfilled.

Coalition Support Staff – An administrative and communications assistant will be procured to fulfill the various administrative and logistical needs pertaining to meeting the needs of the Coalition, including but not limited to external communications and public relations, website maintenance, meeting preparation and setup, meeting minutes, and other such administrative needs.

RESOURCES

Andrea Romero Consulting has a centrally located, fully functioning office space near the Railyard of Santa Fe. Conference space is limited, though additional space has been negotiated at Regus on Washington Street in Downtown Santa Fe should conference space be needed. All other resources needed to ensure Coalition needs are met can and will be procured upon necessity.

RESPONSIBILITIES

Andrea Romero Consulting will ensure that all duties and responsibilities will be met, and strives to go beyond. As stated in the RFP requests, ARC will fulfill the following responsibilities:

1. Continue and build upon the Regional Coalition's efforts as an effective advocacy organization.
1. Manage the organization and help ensure its legal and financial responsibilities are met.
2. 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.
3. 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.
4. Serve as an independent facilitator for the Board meetings.
5. Develop and circulate agenda items and briefing memos for the Board meetings.
6. Prepare and distribute minutes of the Board meetings.
7. Make presentations to each participating members governing body, at least annually, or as requested by board members.
8. Maintain a website.
9. Negotiate and collaborate with outside entities, and convey and advocate for organizational policies, as directed by the Board.

10. Implement public information strategies on behalf of the organization.
11. Serve as spokesperson of the Regional Coalition with the Department of Energy, state and federal agencies, the media and the public.
12. Monitor regional and national issues and coordinate with outside agencies on issues affecting LANL.
13. Make monthly presentations to the Board and at other forums on a range of issues.
14. Represent the organization at national meetings as directed by the Board.
15. Prepare monthly updates on relevant congressional and DOE policies and actions.
16. Report progress on the strategic plan, and annually provide an updated plan for the Board's discussion and approval.
17. Prepare the draft annual budget for approval by the Board, and implement as appropriate.
18. Generate supporting funds from a variety of sources to continue the operations of the Regional Coalition.
19. Provide monthly updates to the Board regarding progress.
20. Develop and present to the Board an Annual Report, detailing the prior year's activities and achievements.
21. Other tasks that are identified and assigned by the Board.

PROVIDE A STATEMENT ON CAPACITY TO COMPLETE THE WORK LISTED HEREIN

Andrea Romero Consulting is a full service operation that will fulfill 100% of the requested, and contractually required, duties and responsibilities to service the Regional Coalition of LANL Communities Executive Director position.



4. LIST NUMBER OF CLIENTS CURRENTLY REPRESENTED INTERNATIONALLY, NATIONALLY, AND WITHIN THE STATE OF NEW MEXICO

Andrea Romero Consulting is currently working with the City of Santa Fe on MIX Santa Fe and owns Tall Foods, LLC.

5. LIST ALL MEMBERS OF COMPANY EMPLOYED

Andrea Romero Consulting currently employs Andrea Romero.

6. 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.

Andrea Romero will be directly involved with this service and will to hire a contracted staff person in support of the service. The home office location is: 1101 Hickox Street, Santa Fe, NM 87505. Andrea Romero's Résumé is available on the following page.

Andrea D. Romero

505-470-6684 • me@AndreaRomero.com • www.AndreaRomero.com

• SKILLS & TRAINING •

Accelerating over 10 years of experience consulting in public, private and philanthropic sectors, spanning multi-lingual communications, corporate and governmental capacity building, political analysis, fundraising, and sustainability strategy.

- Highly skilled in research methodology, analytics and translating data into digestible media for broad audiences
- Accomplished record of translating ideas into action, achieving strategic vision through executive planning and roadmapping
- Excels in entrepreneurial and leadership directives, teamwork, project and team management, training, public speaking and communications.
- Proven record in intentional design and development, interpersonal and organizational skills, and writing.

• PROFESSIONAL HIGHLIGHTS •

REGIONAL COALITION OF LANL COMMUNITIES / RegionalCoalition.org | NNM January 2015—Present

Executive Director: Engage local elected and tribal Members with local community and stakeholders in economic development, nuclear legacy waste remediation, and items of legislative and regional strategic effort to better NNM's future as it pertains to Los Alamos National Laboratory's presence in the regional community.

- Balance strategic effort and work plan for execution of regional foci as directed by Board and Executive Committee
- Develop and execute regional monthly meetings, annual strategic planning and board elections to engage Members on timely and tactical issues pertaining to the communities' respective participation
- Manage staff and \$100,000 Department of Energy grant in support of Coalition's regional duties and responsibilities

MIX SANTA FE / MIXSantaFe.com | Santa Fe, NM June 2014—Present

Executive Director, MIX/bizMIX: Leadership to create venue for talent retention and attraction in the City of Santa Fe through monthly professional networking, and annual microstimulus for entrepreneurs via bizMIX competition.

- Raised \$50,000+ in cash and prizes for entrepreneurs as awards through bizMIX business plan competition and pitch contest
- Planned and executed 10 monthly events with over 2,200 people in attendance, 70% under age of 40 years old.
- Connecting local businesses, organizations and entrepreneurs to engaged, talented community members through job posting, product launches, showcasing service and goods, and the very best Santa Fe has to offer.

ARC – ANDREA ROMERO CONSULTING & ENTREPRENEURSHIP | Santa Fe, NM June 2011—Present

Executive Director, Project Management, and Coordination: Consult to provide ideation and research solutions for public, private and philanthropic projects to promote economic and internal development initiatives.

- Service clients in areas public, private or philanthropic: Anti-Defamation League, The Perrin Law Firm, Impact Network Santa Fe, MIX Santa Fe, New Energy Economy, Santa Fe Christian Academy, G³, Tall Foods and others.
- Executed growth initiatives, strategic framework and systemic impact planning, for short- and long-term mission planning

ALAN WEBBER for NEW MEXICO / AlanforNM.com | New Mexico January 2014—June 2014

Director of Finance: Led Campaign's national effort to fundraise over \$723k from 1,900 contributors in less than six months.

- Managed team in executing fundraising strategy by crafting stakeholder communications media, supervising finance team daily operations, overseeing candidate's direct contacts, organizing national events with a broad base of investors and backers.
- Mentored by lead national fundraising consultant to execute nationwide strategy for developing campaign financing.

G³ - ENTERPRISE GROWTH & VALUE ENHANCEMENT / Growth3.com | Santa Fe, NM | Aug 2012—Oct 2013

Director, Product Development: Management, design, development and execution of diagnostic products across industry and market standards, analyzing business finances and operations for business optimization.

- Direct and collaborate with C-level executives to design, train and execute replicable qualitative and quantitative business diagnostics across industry and market standards for international market of financial consultants.
- Manage development, integration and utilization of custom CRM to measure business advisor sales network of deliverables, management of projects, strategically collect and manage data, and integrate and train new recruits and hires within network.

INTERNATIONAL FOOD POLICY RESEARCH INST. / IFPRI.ORG | Washington, DC | June 2011—July 2012

Communications Specialist: Editor and creative lead in written communications, media-relations direction and web design for over 90 researchers and 25 strategic projects internationally based within the Development Strategy and Governance Division.

- Increased audience base through the broadening of media channels and structured outreach to audiences through tailoring of niche market on Africa's and Asia's agricultural progress and analysis via social media networking, SEO and broadening of media relations to web-based agricultural development network.
- Co-managed launch of new website, presenting data, research and analytics ranging from infographics, blog integration, newsworthy selections and written research briefs for international audience interested in food security.

PROJECT RX / PROJECTRX.ORG | Maputo, Mozambique | June 2009—December 2010

Research and Project Manager: Led comprehensive research and advocacy strategy for local community capacity building in sustainable farming through the development and implementation of permaculture practices and creation of training materials.

- Initiated study for the improvement of public health and nutrition at grassroots level through best practices in farming. Built effective financial and advocacy strategy through forming of long-lasting relationships with investors and local communities.
- Designed and developed method of collecting and analyzing data for the creation of sustainable method of teaching and forming programs through adaptive cultural and economic strategy.

♦ EDUCATION ♦

BACHELOR OF ARTS IN POLITICAL SCIENCE | Stanford, CA | 2009

Stanford University | Public Service Scholars Program, Haas Center of Public Service, Stanford University, CA.

♦ AWARDS/APPOINTMENTS ♦

- *Board President*, One New Mexico | Spring 2015-Present
- *Board of Directors*, Santa Fe Green Chamber of Commerce | 2014-Present
- *Board of Directors*, New Energy Economy | 2015-Present
- *Board of Directors*, Center for Contemporary Arts | 2014-Present
- *Commissioner*, Sustainable Santa Fe Commission, City of Santa Fe | 2013-2015
- *Public Service Scholars Program - Academic Distinction*, Haas Center of Public Service, Stanford, CA | 2009
- *Peter & Helen Bing Summer Fellowship Grant*, Washington, DC | 2008
- *Stanford Undergraduate Research Grant*, Cape Town, South Africa & Maputo, Mozambique | 2008

♦ ADDITIONAL INFORMATION ♦

LANGUAGES: Proficient in Portuguese and Spanish ♦ **TECHNOLOGY:** Database and CRM Design, Microsoft Office, Wordpress, Squarespace, HTML, Wix, Tableau, Google Products, blogging & social media, PRWeb, and others.



Community Programs Office

P.O. Box 1663, Mail Stop A117
Los Alamos, New Mexico 87545
505-665-4400/Fax 505-665-4411

Date: December 8, 2015

Symbol: CPO-15-054

Barney Trujillo, Chair
Regional Coalition of LANL Communities
1122 Industrial Park Road
Española, NM 87532

Dear Chairman Trujillo and Los Alamos National Laboratory Coalition Board Members:

I am writing to express my support for Andrea Romero in her role as Executive Director of the Coalition of Los Alamos National Laboratory (LANL) Communities. It has been a pleasure to work with Ms. Romero both in my role at LANL and formerly with the Regional Development Corporation. I think she has a strong combination of skills that have benefitted the Regional Coalition's development as an organization.

As a participant in the Regional Coalition meetings over the last couple of years, under Ms. Romero's management, the quality of meetings has been outstanding. Meetings are well planned, informative and concise. Moreover, there is a plan which clearly delineates the areas in which the Coalition wants to be informed and active.

I am impressed with Ms. Romero's capacity to learn complex issues in a very quick timeframe. As you are well aware, the issues surrounding LANL span from government contracting, to federal budget and environmental regulation. Ms. Romero has been able to not only grasp these issues but engage with stakeholders in productive and meaningful conversations. I appreciate Ms. Romero's ability to work with the broad range of stakeholders in northern New Mexico to understand their varying perspectives. I have also observed the professional manner in which she represents our region at national meetings and with federal officials.

It is my opinion that Ms. Romero has been an asset in moving the work of the Regional Coalition forward. I truly appreciate the role the Coalition has undertaken to have a proactive voice in the future of LANL on behalf of the communities of northern New Mexico. Please do not hesitate to contact me with any questions at (505) 665-4400 or kkeith@lanl.gov.

Sincerely,


Kathy Keith
Office Director

cy: CPO-15-054

NNSA



November 27, 2015

Executive Director Selection Committee
Regional Coalition of LANL Communities
518 Old Santa Fe Trail #456
Santa Fe, NM 87505

Dear Selection Committee Members,

It is my sincere pleasure to write this letter in support of Andrea Romero in her current capacity as the Executive Director of the Regional Coalition of LANL Communities. I urge you to retain her leadership. Since her first day early in January, I was impressed to see the level of energy and passion Andrea displayed in mastering the steep learning curve for this fast-paced non-profit organization representing the elected leaders of a vastly diverse region with often competing agendas. To witness her ability to hone in on the critical issues impacting our region and managing diverse interests while leading the discussion to focus on mutually agreed outcomes was a work of mastery. Her willingness to listen to the varying concerns and potential solutions and find common ground has created a solid foundation in which much has been accomplished this year as a collective force.

In the past year I have seen the RCLC emerge as a leader on both the local and national fronts often witnessing many elected officials from other states approach Andrea to ask her for her help or insight to the complex issues we face across the DOE Complex whether it is clean up concerns or policy issues regarding contracting. It is no surprise to see Andrea humming around this complex environment given past experience and her impressive work on the national scale at the International Food Policy Institute and Project RX where she led comprehensive research and fine-tuned her skills in comprehensive advocacy strategy. Her ability to translate complex issues into digestible sound bites has led to improved communication to wide audiences which has resulted in wide-spread support for the work that the Regional Coalition of LANL Communities is now leading.

Andrea is very quick on the uptake; she has the personality that draws people to her and the brilliance to deliver the perfect amount of information to result in understanding and buy-in. She has cultivated a number of important relationships with ally organizations such as the LANL MSC and the RDC and works closely with the staff of our NM Congressional Delegation both in the local offices as well as those in Washington D.C.

Andrea is a rare find and I encourage you to retain her as Executive Director of the Regional Coalition of LANL Communities; she has done outstanding work.

Sincerely,

Liddie F. Martinez
President

LANL MSC PO Box 2698, Española, New Mexico 87532

A THIRD LETTER OF RECOMMENDATION IS ON FILE WITH BRIAN BOSSHARDT, LOS ALAMOS COUNTY.

Brian Bosshardt has the 3^d letter of recommendation from Pete Maggiore on file, as it was sent directly to him.



ANDREA ROMERO
CONSULTING



ANDREA ROMERO
CONSULTING

8. PROVIDE COST — FIXED MONTHLY, EXCLUSIVE OF NMGRT AND REIMBURSABLE EXPENSES.

2016 ARC COST OUTLINE FOR REGIONAL COALITION OF LANL COMMUNITIES	
TOTAL ANNUAL PROPOSED BUDGET	\$140,000
MONTHLY BUDGET	\$11,667
Salaries and Wages	\$10,250
Office Supplies	\$132
Reproductions	\$150
Internet and Tech Services	\$454
Insurance	\$181
Office Equipment	\$150
Outside Contracting	\$350



REGIONAL COALITION OF LANL COMMUNITIES

City of Española – Los Alamos County – Rio Arriba County – Santa Fe County
City of Santa Fe – Taos County – Town of Taos – Ohkay Öwingeh – Pueblo of Jemez

MEMORANDUM

Date: March 20, 2017
TO: Brian Bosshardt, Los Alamos County, Fiscal Agent
From: Andrea Romero, Executive Director
Subject: Request for Travel Reimbursement – Councilor Peter Ives, City of Santa Fe;
Commissioner Robert Anaya, Santa Fe County

Background

From February 20-24, 2017 the RCLC traveled to Washington, DC for meetings with Congress and Department of Energy officials and a conference with the Energy Communities Alliance.

Two individuals traveled with the RCLC on behalf of their respective governments, Councilor Peter Ives, City of Santa Fe, and Commissioner Robert Anaya, Santa Fe County. Attached you'll find reimbursement requests to Andrea Romero Consulting who will issue payment to RCLC representatives Peter Ives and Robert Anaya upon approval.

Because the request for reimbursement is requested to the aforementioned individuals, it would be appropriate for Andrea Romero Consulting to issue payment in a timely fashion versus having to receive separate approval from the Coalition to issue

I have personally vetted and pre-approved both of the reimbursement requests attached. As per any receipts not attached, I will defer to the meal per diem policy in our Travel Policy (12-03) document.

Councilor Ives is requesting: \$1,317.04
Commissioner Anaya is requesting: ~~\$1,536.44~~
Total Reimbursement Request: \$2,853.48

OKAY TO PAY
TO ANDREA
BAB

Recommended Action:

I recommend approving reimbursement to Andrea Romero Consulting so as to ensure she can issue payment to Peter Ives and Robert Anaya.



State of New Mexico
OFFICE OF THE STATE AUDITOR

Hector H. Balderas
State Auditor

Carla C. Martinez
Deputy State Auditor

February 20, 2013

Mr. Steven Lynne
Los Alamos County
Deputy County Administrator/Chief Financial Officer
P. O. Box 30
Los Alamos, NM 87544-0030

Re: Request to Amend Contract

Dear Mr. Lynne:

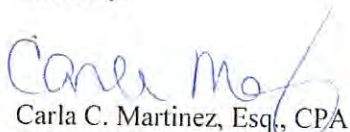
The Office of the State Auditor (Office) received your email inquiry dated February 15, 2013, requesting permission to amend the Los Alamos County audit contract to engage the County's external auditor to perform a Tier 5 Agreed-upon Procedures (AUP) engagement of a new entity created by a joint powers agreement, The Regional Coalition of LANL Communities.

In the effort to answer your inquiry, the Office has reviewed *The 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 Española, Rio Arriba County, the Town of Taos and Taos County* (the JPA). The Office agrees with you that the new entity created by the JPA is a separate entity from the parties that make up the entity. The Office has also determined that the new entity is a special district that is defined as a "local public body" pursuant to Section 12-6-2(B) NMSA 1978, and would fall under the Tier System.

Local public bodies are required to procure their Tiered System services from an independent public accountant (IPA) pursuant to Subsection D Section 2.2.2.16 NMAC. Therefore, the County should not amend its own audit contract for the performance of the AUP engagement for this new entity. Instead, The Regional Coalition of LANL Communities should procure the IPA services for its AUP engagement pursuant to Subsection D of 2.2.2.16 NMAC.

Thank you for your attention regarding this matter.

Sincerely,


Carla C. Martinez, Esq., CPA
Deputy State Auditor

2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507
Toll Free 1-800-432-5517

EXHIBIT J

Local (505) 476-3800 • Fax (505) 827-3512
<http://www.osanm.org> • 1-866-OSA-FRAUD



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

REGIONAL COALITION MEETING MINUTES

Santa Fe County Chambers, 102 Grant Avenue, Santa Fe, NM

August 11, 2017 | 9:00a—11:00a

- A. Call to Order – Chair Javier Gonzales | 9:08a-**
- a. 20 total audience members
- B. Confirmation of Quorum – Chair Javier Gonzales – Approved**
- Attendees:** Mayor Javier Gonzales, Commissioner Barney Trujillo, Councilor Chris Chandler, Representative Ron Lovato, Commissioner Mark Gallegos, Councilor Darien Fernández, Mayor Alice Lucero; **Excused:** Commissioner Henry Roybal, Lt. Governor Ward Yeppa
- C. Approval of Agenda – Chair Mayor Javier Gonzales | 9:09a-**
- a. **Approved** - Motioned by: Councilor Chandler, County of Los Alamos; Second: Commissioner Trujillo, County of Rio Arriba
- D. Approval of Meeting Minutes - Chair Mayor Javier Gonzales**
- a. **Approved** - Motioned by: Commissioner Trujillo, County of Rio Arriba; Second: Councilor Chandler, County of Los Alamos
- E. Discussion/Action Items | 9:10–10:03a**
- a. **Executive Director Update**
 - i. Naming of EM contractor - The transition period is negotiable, even though the RFP originally stated 90-day transition period. Negotiations may happen between contractors to allow for shorter transition.
 - ii. 2017 ECA National Cleanup Workshop in September is a great opportunity to learn about cleanup efforts across the country and continue to build relationships with federal leadership. Will send out more details via email.
 - iii. Board is welcome to join the San Ildefonso Board meeting at 12pm after the RCLC meeting concludes.
 - iv. NNSA Draft RFP stakeholder letters in Board packets includes a letter from Congressional Delegation, which dovetails many of the critical issues addressed within the Regional Coalition’s letter. The Coalition will be closely watching the development of this issue.
 - b. **NM Congressional Delegation, Patrick Duran | 9:20a**
 - i. NM Delegation received 7 to 8 letters from concerned stakeholders regarding the NNSA LANL Draft RFP. The Delegation chose to address these letters by writing their own letter of concerns to NNSA.
 - ii. National Defense Authorization Act (NDAA) seeks to strengthen NNSA lab infrastructure. The delegation worked with House Armed Services Committee to increase General Plant Projects (GPP) funding threshold for NNSA labs from \$10M to \$20M.
 - iii. The Impact Foundation Bill establishes a DOE foundation to provide a more flexible source of private funds for tech transfer entrepreneurship and regional economic development and capacity building.
 - iv. Cooperative Research & Development Fund Authorization Act authorizes dedicated funds to provide government share of cooperative research and development agreements to support maturing lab technology and transfers to private sector.
 - v. Q&A
 - i. Mayor Gonzales – Can the Congressman Ben Ray Lujan’s schedule be forwarded to Coalition members? Patrick responded that public meetings are sent through press advisories. Congressman is scheduled to be in Los Alamos to attend the Community Leaders Update and other meetings on August 23. Will send Congressman’s schedule while visiting New Mexico.
 - ii. Andrea Romero – Can the Coalition receive copies of said bills and any other relevant legislation that the Coalition might provide support for? Patrick replied yes. (Posted to website in September 2017.)
 - c. **NNSA Draft Solicitation for LANL M&O Contract Competition, Jack Jekowski | 9:29-10:03a**
 - i. Andrea Romero – 2004 National Academy of Sciences study on “Maintaining High Scientific Quality at Los Alamos and Lawrence Livermore National Laboratories”. This study discusses how LANL is different from any other site within DOE complex, what the M&O Proposal should contain, why particular interest is given to acquisitions process, and other recommendations such as workforce support.
 - i. Mayor Gonzales – Were these recommendations and key provisions incorporated within the previous LANL contract requirements? How many of these recommendations made it into the current Draft RFP? Andrea commented that in the previous contract, yes, these recommendations were included. Jack Jekowski responded that none of the recommendations from the previous contract were incorporated into current Draft RFP. This current RFP is very streamlined and standardized.

- ii. Jack Jekowski has been in the Nuclear Weapons DOE Atomic Energy Commission for 52 years. Started with EGNG in Boston and came to Los Alamos to set up EGNG office in 1970. A strong advocate for a beneficial rebid on LANL's M&O Contract and for national security interests.
- iii. DOE and NNSA have a number of competitions on the horizon. Nevada National Security Site just completed award to Honeywell. A Lockheed Martin subsidiary, NVS3T, was originally awarded, but was rescinded within two business days because Lockheed Martin did not properly complete paperwork with DOE. It failed to report that Leidos Innovations was the parent company of NVS3T before it was awarded the contract. Hanford Support Services Contract is run by Leidos Mission Support Alliance, which is formally a Lockheed Martin team.
- iv. Mayor Gonzales – What are the chances that our critical community issues will be included within this upcoming contract? What else can the Coalition do to ensure these issues are indeed included within next Prime Contract? Jekowski commented that although we may not hear back from the NNSA, there may be an opportunity for the Coalition and Delegation to leverage influence to probe NNSA. The NNSA usually takes input seriously through convening expertise within their departments, most notably legal and contract expertise, and do consider historical onsite practices. Typically, there is no response until the next event, which in this case is the final RFP for a conclusive round of comments. There is a possibility that the final RFP will be made without opportunity for further comment. Jekowski's primary recommendation is for the RCLC and Congressional Delegation to engage Governor Susana Martinez and her office. Jekowski spoke with Barbara Brazil, Assistant Deputy Director of State Economic Development Department about the upcoming M&O Contract. Brazil is working with Secretary Matt Geisel to get this issue on Governor Martinez's agenda.
 - i. On a competition of this size, they typically give respondents 40 days.
 - ii. It is common for public / non-profit industries to announce bidding teams, while private industry tends to stay quiet. Thus, it is possible some bidders won't release their names.
- v. Awarding low contract fees is major concern and a common occurrence within the DOE as Congress has observed a lack of success with for-profit models implemented for LANL and Livermore. It was originally believed that through providing a robust performance fee, it would attract more talented competitors with effective systems and experience of private sector to improve upon safety, security, etc. However, there is a general consensus this model has proved not as successful as originally anticipated. From 2012-2014, major corporate executives of large entities told DOE that 3% performance fee was not sufficient because corporate entities, in most cases, are publicly traded companies, they have to report to stakeholders and boards, and often receive a 5-6% profit fee outside of DOE.
 - i. Mayor Gonzales – Would this concern of lower fees also have the potential to decrease overall investments to communities, outlined within a community investment fund with a lower performance fee? Jekowski responded yes. The Draft RFP has a 1% fixed fee on revenue. We assume a \$2.5 billion Lab budget, \$25 million base-fee with an additional half-percentage (0.5%) fee for nuclear weapons work with a total potential fee pool of \$35 million. LANS originally started at \$65-70M and dropped down to about \$50M due to a decreased in performance fee. Performance fee is shared among corporate partners awarded M&O contract, thus limiting the profit of each partner to about \$10-15M. This impacts the overall funds they can reasonably give back to the community and still maintain profit margins. LANS commitment to local communities is notable because even when their fee was lowered, they still maintained their financial commitment within the Community Commitment Plan (CCP).
 - ii. Mayor Gonzales – Are there high-level career contractors (long-term DOE employees with good experience in procurement processes and running contracts) working on these high-stake contract procurements? What is the concern that these procurements are happening in absence of experienced employees? Jekowski answered that there are many federal employees with decades of experience that have retired and thus the historical knowledge base has diminished. This has definitely impacted the overall procurement process.
 - iii. Councilor Chandler – In addition to community commitment, what is the likelihood of preserving workforce needs such as salaries and benefits? Is it unrealistic to expect the previous employee benefits package will be carried forward into the next contract? Jekowski commented that the current Draft RFP is conforming to industry standards for benefits packages, with no more than 105% of benefits identified by statistical analysis by credentialed benefits providers. With the Sandia Labs' transition, many employees quit before contract was awarded because they were averse to risking their benefits package with a new contractor.
 - iv. Representative Lovato – What might be the impacts on small business objectives and goals considering the 1% fee? Jekowski replied that the 1% fee may or may not impact small business initiatives currently supported by LANS. In 2005 RFP, there was an attachment with detailed requirements for the bidders to demonstrate that they would work within Northern New Mexico and local small businesses, which resulted in arrangements with RDC and 5% procurement preference. This is not present in the current RFP.
 - v. Commissioner Trujillo – Is the Small Business Administration (SBA) weighing in on the RFP's 1% performance fee? Jekowski answered that in the past, SBA has proactively engaged with NNSA and watches NNSA closely. Los Alamos is unique and needs to be treated differently than many other laboratories in the

DOE complex. DOE's budget is being squeezed from many directions despite the increasing NNSA budget for nuclear weapons. The result, many times, is felt in cutting costs in procurements. In the SCMC Kansas City model, they look at vendors nationally who can provide the lowest costs for services. However, this strategy can also sacrifice quality of customer service and opportunities such as door-to-door servicing. Procurement needs to be balanced with the needs of NNM. Surrounding communities need to be vibrant and supportive of the Lab, and not solely concerned with what will provide the "biggest bang for the buck". Worst-case scenario: 1% performance fee, non-profit model, NNM loses \$30-40 million per year in GRT, and reduces contract allowable interactions with education system and economic development organizations. This would result in disenfranchised relationships between LANL and its communities with critical short and long-term consequences.

- vi. Mayor Gonzales – It is an important recommendation for the Coalition to connect with the Governor's office. The worst-case scenario could certainly compromise economic development initiatives that are greatly needed in NNM. With squeezed DOE budgets, trend of lower fees and expansion of nuclear research and development, there could be devastating long-term environmental and health impacts to our region if the issue of fee and right contractor are not selected.

d. Budget Update, Steve Lynne | 10:04a-

- i. Member contribution funds were recorded for Ohkay Owingeh
 - i. Mayor Gonzales – Is the RCLC subject to any audit regulations? Steve replied no. Due to the small size of the Coalition, a full audit by Los Alamos County is not required. The current audit role has a tiered approach.

e. Action Items | 10:07a-

- i. **Action:** Discuss / approve new RCLC quarterly meeting schedule
 - i. Andrea Romero – based on estimated budget for new meeting schedule, we are well within budget confines to host retreats. It is up to the Board's pleasure to decide if we want to have a retreat every quarter and when we want to begin hosting quarterly meetings.
 - i. Mayor Gonzales – Recommendation to begin quarterly meetings in October. No meeting in Sept.
 - ii. Mayor Lucero – Suggestion to attempt Thursday night retreat in October and determine if we want to continue retreats after that.
 - ii. **Approved** - Motioned by: Mayor Lucero, City of Española; Second: Representative Lovato, Ohkay Owingeh
- ii. **Action:** Approve travel to Washington, DC in Aug/Sept to discuss LANL M&O contract
 - i. Mayor Gonzales – Asked Andrea to notify Board through a memo if a trip to DC is required before the next meeting.
 - ii. **Approved** - Motioned by: Mayor Lucero, City of Española; Second: Councilor Chandler, Los Alamos County
- iii. **Action:** Approve travel to ECA Intergovernmental Meeting, November 15-17
 - i. **Approved** - Motioned by: Commissioner Gallegos, County of Taos; Second: Mayor Lucero, City of Española

F. Public Comment | 10:18a-

- a. Val Alonzo – REDI Conference is scheduled for September 21. Conference theme is "Navigating Our Economic Future". Representative Ben Ray Luján and Michelle Lujan Grisham will be in attendance. The Coalition is strongly encouraged to attend this regional event.

G. Meeting Adjourned | -10:21a

**REGIONAL COALITION OF LANL COMMUNITIES
RESOLUTION NO. 2012-03**

REGIONAL COALITION TRAVEL POLICIES AND BUDGET

I. Objective:

Regional Coalition staff are required, from time to time, to attend conferences, meetings, and training sessions which relate directly to the concerns of the Regional Coalition or provide job-related educational opportunities. It is the Regional Coalition's intention to limit travel costs as much as possible while also allowing such attendance without unreasonable financial sacrifice. Staff members are expected to use sound judgment and fiscal responsibility in assessing the necessity for business, travel, and training expenses

II. Purpose:

The purpose of this policy is to identify and provide guidelines regarding the Regional Coalition of LANL Communities "Regional Coalition" travel policies and to further delineate those valid business expenses for which Board Members and staff of the Regional Coalition may qualify for payment or reimbursement. These procedures are not intended to cover every possible circumstance. Anything not specifically covered must be authorized by the Board of Directors of the Regional Coalition.

III. Scope:

This policy applies to all employees, contract staff, and board members of the Regional Coalition. As used below, "staff" means all persons included in "Scope."

IV. Authorization for Travel and Training:

A staff member may incur expenses for pre-approved training programs, conferences, and professional meetings attended for the benefit of the Regional Coalition. For in-state travel and training, that will be paid for with Regional Coalition funding, approval is required by the Executive Director. For out-of-state travel and training, that will be paid for with Regional Coalition funding, approval is required by the Board of the Regional Coalition.

The total budget amount to be authorized for travel purposes for contract staff is not to exceed \$10,000 annually.

The total budget amount to be authorized for Board Member travel purposes is not to exceed \$10,000 annually.

V. **Mode of Transportation:**

No specific mode of transportation is mandatory. However, staff members are expected to use the most economical means available with reasonable consideration given to the time and distance involved.

a) Air Travel

Every effort should be made to obtain the lowest possible round-trip coach fare. Any upgrades or enhancements are personal expenditures and will not be paid by the Regional Coalition.

Staff members may use personal frequent flier miles to pay for or upgrade their seating or travel arrangements for Regional Coalition travel, however the Regional Coalition will not reimburse the staff member for their use of any personal frequent flier miles.

Travelers should also review the following topics, as applicable to their situation:

- Companion / Spouse / Family Travel Expenses
- Combining Personal and Business Travel
- Travel Extended to Save Costs

b) Personal Vehicle

Staff members may use their personal vehicle for business travel. Staff members using a personal vehicle for business purposes will be reimbursed based on miles traveled. Reimbursement will be at the allowable rate established by the IRS.

To receive reimbursement, staff members must submit documentation of total miles traveled, including origination, destination, business purpose, and number of miles per trip.

When personal vehicles are used on Regional Coalition business the staff member must have adequate liability insurance coverage. The minimum prescribed liability insurance is as follows:

- \$100,000 for personal injury to, or death of, one person;
- \$300,000 for injury to, or death of, two or more persons in one accident; and
- \$100,000 of property damage.

An staff member who uses a personal vehicle on Regional Coalition business is required to have, and provide upon request, satisfactory evidence of liability insurance coverage. Upon request, proof of such coverage must be provided to the Chair of the Board.

Should an accident occur, to ensure full communication and disclosure between all parties, the driver should immediately contact:

- Local authorities, as required
- His / Her personal insurance company

Expenses such as parking fines, traffic fines, and the cost of towing and repairs on a private vehicle will not be reimbursed.

c) Rental Vehicle

When more advantageous to the Regional Coalition, as compared to other means of transportation such as a taxi, a vehicle may be rented. The traveler is responsible for obtaining the best available rate commensurate with the requirements of the trip. Personal use of the rental vehicle is prohibited.

Should an accident occur the driver should immediately contact:

- Local authorities, as required
- The rental company, in accordance with the rental agreement

d) Miscellaneous Automobile Related Expenses

Toll road charges and reasonable charges for parking, while an staff member is traveling or away from their assigned Regional Coalition facility on business, will be allowed. The location of the parking lot, garage, or meter as well as the business purpose of the trip needs to be documented. Obtain receipts where available.

e) Other forms of transportation

Taxi fares are allowable expenses for travel to and from a business destination such as an airport, hotel, conference site, or other locations necessitated by the business trip (locations of personal interest are not allowed) when the date, origination, and destination are documented. When available, the use of public transportation (e.g., buses, subways) or a hotel / airport shuttle is encouraged. Reimbursement for the reasonable cost of tips related to these forms of transportation is also allowed. Obtain receipts where available.

VI. Special Travel Situations:

a) Companion/Spouse/Family Travel Expenses

Payment of expenses for companion, spouse, or other family members of the staff member is strictly prohibited.

b) Combining Business and Personal Travel

If an staff member combines business with personal travel, only the business portion of the trip is reimbursable. This amount may not exceed the amount of reimbursable

expenses which would have been incurred had the trip been strictly for business purposes.

If an indirect route is taken as a result of personal travel the reimbursement of expenses shall be limited to the lesser of actual costs incurred or the charges that would have been incurred via a more direct route. In the case of airfare, the staff member must document the lowest reasonable cost for round trip coach airfare to the business destination, as well as submitting actual expenses. The Regional Coalition will reimburse the staff member for the lesser amount.

c) Travel Extended to Save Costs

Additional expenses associated with travel extended to save costs (e.g. a Saturday night stay for air travel) may be reimbursed when the cost of airfare plus the additional expenses would be less than the cost of airfare had the traveler not extended the trip. These additional expenses include the additional cost of lodging, meals, and incidental expenses incurred in the vicinity of the business destination. If requested, the staff member must provide documentation of the airfare savings derived from extending the trip.

d) Ground Transportation in Lieu of Air Travel

An staff member may use ground transportation for personal reasons even though air travel is the more economical and efficient mode of transportation. In this case the cost of meals, lodging, mileage, parking, tolls, etc. while in transit by ground transportation will be reimbursed as allowed by Regional Coalition policy for these types of expenses. However, such costs shall not exceed the cost of airfare, based on the lowest available coach fare, plus costs to and from the airport terminal. The staff member must provide documentation of potential airfare costs (on/near the days air travel would have been utilized) before receiving reimbursement for the ground transportation.

VII. Lodging, Meals, & Incidentals:

a) Lodging

Lodging expense is limited to the standard room rate for single occupancy for the minimum number of nights required to attend the function. The staff member should request the government or corporate rate where available. Retain itemized receipt.

If multiple co-workers are authorized to travel and share accommodations the hotel room size should be appropriate to the number of staff members sharing lodging. One staff member, generally higher in the Regional Coalition's organizational structure, should submit the entire lodging expense, making note of those staff members covered by the lodging expense.

Stay(s) prior to or beyond that required for the function is the personal responsibility

of the staff member, see Special Travel Situations: Combining Business and Personal Travel. Any difference between the single occupancy standard room rate and actual room charges is also the personal responsibility of the staff member. See Special Travel Situations: Companion/Spouse/Family Travel Expenses

a) Per Diem Meal Allowance

1. Meals are expenses for breakfast, lunch, dinner, gratuities and taxes on those meals, which are incurred on travel status, and are reimbursable based on per diem rates. No receipts are required.
2. Per diem for meals will be reduced for any meals provided as part of a conference/function (excludes continental breakfast) using the guideline provided below.
3. Per Diem Rates
 - i. Daily per diem rate is \$50 per day for In-State travel and is inclusive of taxes and gratuity (*breakfast \$10, lunch \$14.00, dinner \$26.00 on those days where the staff member is not eligible for three meals at Regional Coalition expense*)
 - ii. Daily per diem rate is \$60 per day for three meals for Out-of-State Travel and is inclusive of taxes and gratuity (*breakfast \$12, lunch \$15.00, dinner \$33.00 on those days where the staff member is not eligible for three meals at Regional Coalition expense*) excluding tips.
 - iii. Part day travel per diem is prorated by the meal component based upon when travel starts.

b) Incidentals

A per diem of \$8/day is also provided (no receipts required) to cover incidental expenses such as reasonable personal telephone calls, etc.

VIII. Specifically Prohibited Expenses:

Staff members are responsible for reviewing the complete travel policy prior to traveling to determine allowable expenses and receipt requirements necessary for reimbursement.

Prohibited expenses include, but are not limited to, the following:

- Personal items, including personal grooming items
- Beverages and snacks, hotel mini bar charges
- Gifts
- Entertainment and recreation expenses, including hotel movies and health club activities
- Golf outings, fitness events or other “recreational” activities
- Alcoholic beverages
- Expenses for spouses, guests or family members

Conference registration related special events such as banquets, receptions, recognition and award events, etc. are only allowable for the Regional Coalition representative.

IX. Reporting Expenses:

- a) Keep all receipts. Itemized receipts are required for lodging, meals, and other miscellaneous incidental costs. Receipts are also required for airfare, auto rental, taxi fare, and registration fees. The amount of any tips or gratuities paid should be noted on the applicable receipt.
- b) All receipts being reported on the staff member's Expense Report form should be attached to an 8 1/2" x 11" sheet of paper to prevent small receipts from being lost during the approval and payment processing cycle. Attach these behind the Expense Report form.
- c) Be sure origination and destination has been noted on all taxi fares.
- d) Be sure the location for toll and parking charges is included on these receipts. If receipts were not obtainable for these items reimbursement will be made for reasonable costs when the date, location, and amount paid are noted.
- e) If a personal vehicle was used as transportation, document the miles traveled along with origination and destination. If mileage was not part of a "travel trip" a mileage log must be attached to the expense report documenting date, origination, destination, business purpose, and number of miles driven. A sample mileage log form is available for your convenience. Mileage may be calculated using either actual odometer readings or by obtaining the travel distance from a reliable online service.

PASSED AND ADOPTED this 21st day of September, 2012.

REGIONAL COALITION OF LANL
COMMUNITIES

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

COUNTY COUNCIL

David Izraelevitz
Council Chair

Chris Chandler
Council Vice-Chair

COUNCILORS

James A. Chrobocinski
Antonio Maggiore
Susan O'Leary
Rick Reiss
Pete Sheehey

COUNTY MANAGER

Harry Burgess

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.

ANDREA ROMERO CONSULTING, LLC

ATTACHMENT A-1

Fiscal Year	Check No.	Check Date	Check Amount	Invoice Description	Reimbursement Type (As Approved and Paid)									Check Total	Check Difference	
					In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare	Parking-Shuttle-Taxi	Registration Fees	Hotel - Lodging	Actual Meals-Entertainment-Other			
2016	349335	7/5/2016	845.82	FY16 Travel (June 2016) - Paid in FY17	246.78						525.00		74.04	845.82	-	
2017	350195	8/11/2016	418.82	Jul 2016 Reimbursable Expenses	338.45								80.37	418.82	-	
	350945	9/13/2016	1,281.82	Aug 2016 Reimbursable Expenses	111.89				404.36				765.57	1,281.82	-	
	351635	10/11/2016	818.16	Sep 2016 Reimbursable Expenses	448.95					159.66			78.59	130.96	818.16	-
	352217	11/8/2016	505.56	Oct 2016 Reimbursable Expenses	319.57					35.37				150.62	505.56	-
	354391	2/23/2017	992.71	Jan 2017 Reimbursable Expenses	385.63				577.60			(25.52)		55.00	992.71	-
	354712	3/9/2017	2,651.59	Feb 2017 Reimbursable Expenses	281.40					135.01			837.56	1,397.62	2,651.59	-
	355158	3/30/2017	1,536.44	Feb 2017 Reimbursable Expenses			300.00		402.88				833.56		1,536.44	-
	356085	5/11/2017	1,578.16	Mar & Apr 2017 Reimbursable Expenses	477.97					20.00			844.66	235.53	1,578.16	-
	356853	6/8/2017	1,143.65	May 2017 Reimbursable Expenses	220.73					9.00			913.92		1,143.65	-
	358358	8/3/2017	218.62	Jun 2017 Reimbursable Expenses	93.73									124.89	218.62	-
TOTAL				11,145.53	2,678.32	-	300.00	-	1,384.84	359.04	(25.52)	4,273.86	2,174.99	11,145.53	-	
2018	358509	8/10/2017	4,476.81	Jul 2017 Reimbursable Expenses	150.44				458.60				407.48	3,460.29	4,476.81	-
	359582	10/5/2017	9,665.73	Aug 2017 Reimbursable Expenses	548.06				523.45	9.00	425.00	1,433.39	6,726.83	9,665.73	-	
	360177	11/2/2017	2,965.85	Sep 2017 Reimbursable Expenses	116.31				389.45	239.88	295.00	(866.09)	2,791.30	2,965.85	-	
TOTAL				17,108.39	814.81	-	-	-	1,371.50	248.88	720.00	974.78	12,978.42	17,108.39	-	
GRAND TOTAL				29,099.74	3,739.91	-	300.00	-	2,756.34	607.92	1,219.48	5,248.64	15,227.45	29,099.74	-	

ANDREA ROMERO CONSULTING, LLC

ATTACHMENT A-2

Fiscal Year	Check No.	Check Date	Check Amount	Invoice Description	RCLC Travel Policy Compliance Matrix								
					Evidence of Travel Pre Authorization	In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare Itemized Receipt	Parking-Shuttle-Taxi	Registration Fees	Hotel Itemized Receipt
2016	349335	7/5/2016	845.82	FY16 Travel (June 2016) -Paid in FY17	Not Provided	mileage miscalculated	Not Claimed	Not Claimed	Not Claimed	n/a	n/a	Ok	n/a
2017	350195	8/11/2016	418.82	Jul 2016 Reimbursable Expenses	Not Provided	mileage miscalculated	Not Claimed	Not Claimed	Not Claimed	n/a	n/a	n/a	n/a
	350945	9/13/2016	1,281.82	Aug 2016 Reimbursable Expenses	Not Provided	Ok	Not Claimed	Not Claimed	Not Claimed	Ok	n/a	n/a	Reservation Confirmation Only, Not Itemized
	351635	10/11/2016	818.16	Sep 2016 Reimbursable Expenses	Not Provided	possible mileage duplication	Not Claimed	Not Claimed	Not Claimed	n/a	Ok	n/a	n/a
	352217	11/8/2016	505.56	Oct 2016 Reimbursable Expenses	Not Provided	possible mileage duplication	Not Claimed	Not Claimed	Not Claimed	n/a	Ok	n/a	n/a
	354391	2/23/2017	992.71	Jan 2017 Reimbursable Expenses	Not Provided	possible mileage duplication	Not Claimed	Not Claimed	Not Claimed	Receipt Not Provided	n/a	n/a	n/a
	354712	3/9/2017	2,651.59	Feb 2017 Reimbursable Expenses	Not Provided	possible mileage duplication	Not Claimed	Not Claimed	Not Claimed	n/a	Destination - Purpose Not Provided	n/a	Ok
	355158	3/30/2017	1,536.44	Feb 2017 Reimbursable Expenses	Not Provided	Ok	Not Claimed	Yes	Not Claimed	Yes	n/a	n/a	n/a
	356085	5/11/2017	1,578.16	Mar & Apr 2017 Reimbursable Expenses	Not Provided	possible mileage duplication	Not Claimed	Not Claimed	Not Claimed	n/a	Yes	n/a	n/a
	356853	6/8/2017	1,143.65	May 2017 Reimbursable Expenses	Not Provided	possible mileage duplication	Not Claimed	Not Claimed	Not Claimed	n/a	Yes	n/a	n/a
	358358	8/3/2017	218.62	Jun 2017 Reimbursable Expenses	Not Provided	possible mileage duplication	Not Claimed	Not Claimed	Not Claimed	n/a	n/a	n/a	n/a
TOTAL			11,145.53										
2018	358509	8/10/2017	4,476.81	Jul 2017 Reimbursable Expenses	Not Provided	mileage miscalculated	Not Claimed	Not Claimed	Not Claimed	Yes	n/a	n/a	Reservation Confirmation Only, Not Itemized
	359582	10/5/2017	9,665.73	Aug 2017 Reimbursable Expenses	Not Provided	possible mileage duplication	Not Claimed	Not Claimed	Not Claimed	Yes	Yes	n/a	Reservation Confirmation Only, Not Itemized
	360177	11/2/2017	2,965.85	Sep 2017 Reimbursable Expenses	Not Provided	possible mileage duplication	Not Claimed	Not Claimed	Not Claimed	Yes	Yes	No Receipt or Invoice Provided	n/a
TOTAL			17,108.39										
GRAND TOTAL			29,099.74										

ANDREA ROMERO CONSULTING, LLC

ATTACHMENT A-3

Fiscal Year	Check No.	Check Date	Check Amount	Invoice Description	Reimbursement Type (Audited-Adjusted)								Actual Meals-Entertainment-Other	Adjusted Total	Difference: Due To / (Due From)
					In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare	Parking-Shuttle-Taxi	Registration Fees	Hotel- Lodging			
2016	349335	7/5/2016	845.82	FY16 Travel (June 2016) -Paid in FY17	230.58	50.00	-	8.00	-	-	525.00	-	28.08	841.66	(4.16)
2017	350195	8/11/2016	418.82	Jul 2016 Reimbursable Expenses	338.45	-	-	-	-	-	-	-	17.10	355.55	(63.27)
	350945	9/13/2016	1,281.82	Aug 2016 Reimbursable Expenses	111.89	50.00	-	8.00	404.36	-	-	765.57	-	1,339.82	58.00
	351635	10/11/2016	818.16	Sep 2016 Reimbursable Expenses	448.95	50.00	360.00	56.00	-	159.66	-	37.48	35.23	1,147.32	329.16
	352217	11/8/2016	505.56	Oct 2016 Reimbursable Expenses	319.57	-	-	-	-	35.37	-	-	75.18	430.12	(75.44)
	354391	2/23/2017	992.71	Jan 2017 Reimbursable Expenses	385.63	-	-	-	-	-	(25.52)	-	-	360.11	(632.60)
	354712	3/9/2017	2,651.59	Feb 2017 Reimbursable Expenses	281.40	-	420.00	56.00	-	135.01	-	833.56	39.67	1,765.64	(885.95)
	355158	3/30/2017	1,536.44	Feb 2017 Reimbursable Expenses	58.85	-	480.00	64.00	916.62	40.07	-	1,453.60	-	3,013.14	1,476.70
	356085	5/11/2017	1,578.16	Mar & Apr 2017 Reimbursable Expenses	477.97	-	-	-	-	20.00	-	833.56	162.88	1,494.41	(83.75)
	356853	6/8/2017	1,143.65	May 2017 Reimbursable Expenses	220.73	-	300.00	40.00	-	103.88	400.00	913.92	-	1,978.53	834.88
	358358	8/3/2017	218.62	Jun 2017 Reimbursable Expenses	93.73	-	-	-	-	-	-	-	124.89	218.62	-
TOTAL			11,145.53		2,737.17	100.00	1,560.00	224.00	1,320.98	493.99	374.48	4,837.69	454.95	12,103.26	957.73
2018	358509	8/10/2017	4,476.81	Jul 2017 Reimbursable Expenses	150.44	-	-	-	458.60	-	-	407.48	3,437.50	4,454.02	(22.79)
	359582	10/5/2017	9,665.73	Aug 2017 Reimbursable Expenses	548.06	-	-	-	523.45	9.00	425.00	1,433.39	5,647.89	8,586.79	(1,078.94)
	360177	11/2/2017	2,965.85	Sep 2017 Reimbursable Expenses	116.31	-	420.00	26.00	389.45	239.88	-	(866.09)	541.56	867.11	(2,098.74)
TOTAL			17,108.39		814.81	-	420.00	26.00	1,371.50	248.88	425.00	974.78	9,626.95	13,907.92	(3,200.47)
GRAND TOTAL			29,099.74		3,782.56	150.00	1,980.00	258.00	2,692.48	742.87	1,324.48	5,812.47	10,109.98	26,852.84	(2,246.90)

ANDREA ROMERO CONSULTING, LLC

ATTACHMENT A-4

	In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare	Parking-Shuttle-Taxi	Registration Fees	Hotel - Lodging	Actual Meals-Entertainment-Other	TOTAL
SUMMARY OF CLAIMS AS APPROVED AND PAID	3,739.91	-	300.00	-	2,756.34	607.92	1,219.48	5,248.64	15,227.45	29,099.74
SUMMARY OF CLAIMS AS AUDITED AND ADJUSTED	3,782.56	150.00	1,980.00	258.00	2,692.48	742.87	1,324.48	5,812.47	10,109.98	26,852.84
DIFFERENCE	42.65	150.00	1,680.00	258.00	(63.86)	134.95	105.00	563.83	(5,117.47)	(\$2,246.90)

	Disallow:	Add:	Add:	Add:	Disallow:	Add:	Add:	Add:	Disallow:
SUMMARY OF AUDIT ADJUSTMENTS	\$16.19 from miscalculated mileage on Check#349335	\$150.00- Not claimed, but eligible claim per travel policy. Per diem based on what is reasonably assumed a full day of events.	\$1,680.00- Not claimed, but eligible claim per travel policy. Per diem based on what is reasonably assumed a full day of events.	\$258.00- Not claimed, but eligible claim per travel policy. Per diem based on what is reasonably assumed a full day of events.	\$577.60 Check #354394 did not provide airfare receipt.	\$40.07 claimed but not paid on Check #355158	\$400.00 - Math error on ARC invoice. Claimed, but not paid on Check #356853.	\$625.17 - Check# 355158 did not include approved claim. Disallow: \$61.34 Hotel Room Service Charges	\$5,117.47- Actual expenses disallowed for meals (See Detail Schedule in Attachment A-5)
	Add: \$58.85 from missed claim on Check#355158				Add: \$513.74 Check# 355158 did not include approved claim.	Add: \$94.88 - Math error on ARC invoice. Claimed, but not paid on Check #356853.	Disallow: \$295.00 - No evidence of registration fee provided on Check #360177.		
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									

ANDREA ROMERO CONSULTING, LLC**ATTACHMENT A-5****DETAILED SCHEDULE OF PREVIOUSLY PAID, BUT DISALLOWED CLAIMS - \$5,117.47****Check #349335-\$45.96**

- \$31.19 - Actual Meal-Clafoutis-Meeting with Patrick Woerhle - No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
- \$14.77 - Lunch-El Parasol-Rio 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 Roybal-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 #352217 - \$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 #354391 - \$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-Comida Buena, Abq Int'l Airport-Actual meal expense not supported by the Travel Policy
- \$796.25 - Dinner-Casa Luca-RCLC/ECA 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
- \$131.07 - Lunch-Thunder Grill-RCLC group meal-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
- \$197.12 - Dinner-Momofuku CCDC-RCLC group meal-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
- \$35.00 - Dinner-Hank's Oyster-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
- \$5.09 - Snack-Uncommon Café-Beverages and snacks not allowed by the Travel Policy
- \$44.68 - 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 #356085 - \$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 CocinaRestaurant-with Rosemary Maestas, LANL-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

Check #358509 - \$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 - Tailwind Concessions-meal 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-Dallas (headed to DC)-No receipt provided-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy
- \$15.00 - Breakfast-Chill's-(1/2 receipt + tip)-Actual meal expense not supported by the Travel Policy

DETAILED SCHEDULE OF DISALLOWED CLAIMS THAT WERE NOT PAID EITHER DUE TO LAC PROCESSING ERROR OR ARC CALCULATION ERROR:**Check #355158 - \$79.21**

- \$79.21 - Food (see attached receipts)-Claim was missed by Los Alamos County when processing-Receipts do not total \$79.21-Actual meal expense not supported by the Travel Policy

Check #356853 - \$49.56

- \$20.94 - Lunch-Capitol Hill Crab Cake-Claim was presented but miscalculated by ARC-Actual meal expense 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
- \$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

ALICE LUCERO

ATTACHMENT B-1

Fiscal Year	Check No.	Check Date	Check Amount	Invoice Description	Reimbursement Type (As Approved and Paid)									Check Total	Check Difference	
					In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare	Parking-Shuttle-Taxi	Registration Fees	Hotel - Lodging	Actual Meals-Entertainment-Other			
2017	356128	5/11/2017	1,619.55	Board Reimbursement Expenses-Nov 2016	101.65					1,088.46	44.00		365.14	20.30	1,619.55	-
2018	360193	11/2/2017	2,393.88	Board Reimbursement Expenses-Sep 2017						995.16	61.70	-	1,095.60	241.42	2,393.88	-
GRAND TOTAL				4,013.43	101.65	-	-	-	2,083.62	105.70	-	1,460.74	261.72	4,013.43	-	

ALICE LUCERO

ATTACHMENT B-2

					RCLC Travel Policy Compliance Matrix								
Fiscal Year	Check No.	Check Date	Check Amount	Invoice Description	Evidence of Travel Pre Authorization	In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare Itemized Receipt	Parking / Shuttle / Taxi	Registration Fees	Hotel Itemized Receipt
2017	356128	5/11/2017	1,619.55	Board Reimbursement Expenses-Nov 2016	Not Provided	ok	Not Claimed	Not Claimed	Not Claimed	Only provided copy of credit card transaction. No itemized airline receipt. Not able to audit whether traveling first class or coach	ok	n/a	ok
2018	360193	11/2/2017	2,393.88	Board Reimbursement Expenses-Sep 2017	Not Provided	\$104.86 in mileage was claimed but not included in check amount	Not Claimed	Not Claimed	Not Claimed	Itemized receipt provided which includes upgrade to business select seating	n/a	n/a	Reservation confirmatin only, not itemized
GRAND TOTAL			4,013.43										

ALICE LUCERO

ATTACHMENT B-3

Fiscal Year	Check No.	Check Date	Check Amount	Invoice Description	Reimbursement Type (Audited-Adjusted)								Actual Meals-Entertainment-Other	Adjusted Total	Difference: Due To / (Due From)	
					In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare	Parking-Shuttle-Taxi	Registration Fees	Hotel - Lodging				
2017	356128	5/11/2017	1,619.55	Board Reimbursement Expenses-Nov 2016	101.65		240.00	32.00	1,088.46	44.00			365.14		1,871.25	251.70
2018	360193	11/2/2017	2,393.88	Board Reimbursement Expenses-Sep 2017	104.86		300.00	40.00	995.16	51.70	-		1,062.00		2,553.72	159.84
GRAND TOTAL			4,013.43		206.51	-	540.00	72.00	2,083.62	95.70	-		1,427.14	-	4,424.97	411.54

ALICE LUCERO

ATTACHMENT B-4

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

SUMMARY OF AUDIT ADJUSTMENTS	Add: \$104.86 from missed claim on Check# 360193		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)

DETAILED SCHEDULE OF PREVIOUSLY PAID, BUT DISALLOWED CLAIMS - \$261.72

Check #356128-\$20.30

- \$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

Check #360193-\$241.42

- \$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
- \$11.32-Dinner-Popeye's-Actual meal expense not supported by the Travel Policy

CITY OF SANTA FE

ATTACHMENT C-1

Fiscal Year	Check No.	Check Date	Check Amount	Invoice Description	Reimbursement Type (As Approved and Paid)									Check Total	Check Difference
					In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare	Parking-Shuttle-Taxi	Registration Fees	Hotel-Lodging	Actual Meals-Entertainment-Other		
2017	350959	9/13/2016	1,105.61	Board Reimbursement Expenses-May 2016-Peter Ives	64.80					38.90		948.06	53.85	1,105.61	-
2018	360226	11/6/2017	2,471.62	Board Reimbursement Expenses-Sep 2017-Javier Gonzales					1,748.09	298.53	425.00			2,471.62	-
	360425	11/16/2017	1,060.45	Board Reimbursement Expenses-Sep 2017-Javier Gonzales								1,060.45		1,060.45	-
GRAND TOTAL				4,637.68	64.80	-	-	-	1,748.09	337.43	425.00	2,008.51	53.85	4,637.68	-

RCLC Travel Policy Compliance Matrix

Fiscal Year	Check No.	Check Date	Check Amount	Invoice Description	RCLC Travel Policy Compliance Matrix								
					Evidence of Travel Pre Authorization	In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare Itemized Receipt	Parking-Shuttle-Taxi	Registration Fees	Hotel Itemized Receipt
2017	350959	9/13/2016	1,105.61	Board Reimbursement Expenses-May 2016-Peter Ives	Not Provided	ok	n/a	Not Claimed	Not Claimed	n/a	No receipts provided, only a copy of bank statement showing actual charge	n/a	ok
2018	360226	11/6/2017	2,471.62	Board Reimbursement Expenses-Sep 2017-Javier Gonzales	Not Provided	n/a	n/a	n/a	n/a	Airline ticket was upgraded to first class. Justification of upgrade documented and attached as supporting documentation	Receipts provided, but no explanation of destination. Unable to audit if travel is related to locations of personal interest.	ok	Hotel receipt was attached but was missed for payment
	360425	11/16/2017	1,060.45	Board Reimbursement Expenses-Sep 2017-Javier Gonzales	n/a	n/a	n/a	Not Claimed	Not Claimed	n/a	n/a	n/a	Paid hotel that was not paid on previous Invoice. Itemized receipt includes restaurant dining or room service charges
GRAND TOTAL			4,637.68										

CITY OF SANTA FE

ATTACHMENT C-3

Fiscal Year	Check No.	Check Date	Check Amount	Invoice Description	Reimbursement Type (Audited-Adjusted)								Actual Meals-Entertainment-Other	Adjusted Total	Difference: Due To / (Due From)
					In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare	Parking-Shuttle-Taxi	Registration Fees	Hotel - Lodging			
2017	350959	9/13/2016	1,105.61	Board Reimbursement Expenses-May 2016-Peter Ives	64.80		240.00	32.00			38.90		948.06	1,323.76	218.15
2018	360226	11/6/2017	2,471.62	Board Reimbursement Expenses-Sep 2017-Javier Gonzales					1,748.09	298.53	425.00			2,471.62	-
	360425	11/16/2017	1,060.45	Board Reimbursement Expenses-Sep 2017-Javier Gonzales			240.00	32.00					995.73	1,267.73	207.28
GRAND TOTAL				4,637.68	64.80	-	480.00	64.00	1,748.09	337.43	425.00	1,943.79	-	5,063.11	425.43

	In State Travel Mileage	In State Per Diem Meals	Out State Per Diem Meals	Incidental Allowance	Airfare	Parking- Shuttle-Taxi	Registration Fees	Hotel - Lodging	Actual Meals- Entertainment- Other	TOTAL
SUMMARY OF CLAIMS AS APPROVED AND PAID	64.80	-	-	-	1,748.09	337.43	425.00	2,008.51	53.85	4,637.68
SUMMARY OF CLAIMS AS AUDITED AND ADJUSTED	64.80	-	480.00	64.00	1,748.09	337.43	425.00	1,943.79	-	5,063.11
DIFFERENCE	-	-	480.00	64.00	-	-	-	(64.72)	(53.85)	\$425.43

SUMMARY OF AUDIT ADJUSTMENTS			Add: \$480.00 Not claimed, but eligible claim per travel policy. Per diem based on what is reasonably assumed a full day of events.	Add: \$64.00 Not claimed, but eligible claim per travel policy, Per diem based on what is reasonably assumed a full day of events.				Disallow: \$64.72 Hotel Room Service Charges for Javier Gonzales	Disallow: \$53.85- Actual expenses disallowed for actual meals (see detail schedule Attachment C-5)

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

Check #350959-\$53.85

\$21.10 - Brookland Pint-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

\$14.05 - Le Pain Quotidien-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

\$18.70 - Sakana-No Itemized Receipt Provided-No itemized receipt provided-actual meal expense reimbursement not supported by the Travel Policy

Board Reimbursable Expenses | Feb 20-24, 2017



Board Member	Date	Purpose: Miles driven for DC Trip	Miles Traveled	Mileage Cost (\$0.535/mi)
Harry Burgess		Los Alamos - ABQ Airport	204	\$109.14
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
Mileage Total			204	\$109.14

Board Member	Date	Purpose: Trip Expenses for Washington, DC	Totals
Harry Burgess	9/10-14/17	Congressional/Advocacy Meeting Airfare	\$622.96
Harry Burgess	9/11/2017	Congressional/Advocacy Meeting Hotel	\$1,419.24
Harry Burgess	9/12/2017	Meals @ 60	\$60.00
Harry Burgess	9/10 & 9/14	Shuttle/Uber to and from BWI Airport	\$145.91

Subtotal Board Travel & Food Expenses \$2,248.11

Total Mileage, Food, Meeting & Travel Reimbursement \$2,357.25

Signature _____
 Approved _____

Date 9/20/17

*** Please pay to Municipality**



HILTON ALEXANDRIA MARK CENTER
 5000 SEMINARY ROAD
 ALEXANDRIA, VA 22311
 United States of America
 TELEPHONE 703-845-1010 • FAX 703-845-6425
 Reservations
 www.hilton.com or 1 800 HILTONS

BURGESS, HARRY
 1000 CENTRAL AVE
 LOS ALAMOS NM 87544
 UNITED STATES OF AMERICA

Room No: 509/Q2C
 Arrival Date: 9/10/2017 6:36:00 PM
 Departure Date: 9/14/2017 1:48:00 PM
 Adult/Child: 1/0
 Cashier ID: ANOLAN4
 Room Rate: 309.00
 AL:
 HH #
 VAT #
 Folio No/Che 1111974 A

Confirmation Number: 3377424426

HILTON ALEXANDRIA MARK CENTER 9/14/2017 1:47:00 PM

DATE	DESCRIPTION	ID	REF NO	CHARGES	CREDIT	BALANCE
9/10/2017	GUEST ROOM	MIRWAIS	5608623	\$309.00		
9/10/2017	ROOM STATE SALES TAX	MIRWAIS	5608623	\$18.54		
9/10/2017	ROOM CITY TAX	MIRWAIS	5608623	\$26.27		
9/10/2017	ROOM OCCUPANCY TAX	MIRWAIS	5608623	\$1.00		
9/11/2017	GUEST ROOM	MIRWAIS	5609563	\$309.00		
9/11/2017	ROOM STATE SALES TAX	MIRWAIS	5609563	\$18.54		
9/11/2017	ROOM CITY TAX	MIRWAIS	5609563	\$26.27		
9/11/2017	ROOM OCCUPANCY TAX	MIRWAIS	5609563	\$1.00		
9/12/2017	GUEST ROOM	MIRWAIS	5610706	\$309.00		
9/12/2017	ROOM STATE SALES TAX	MIRWAIS	5610706	\$18.54		
9/12/2017	ROOM CITY TAX	MIRWAIS	5610706	\$26.27		
9/12/2017	ROOM OCCUPANCY TAX	MIRWAIS	5610706	\$1.00		
9/13/2017	GUEST ROOM	MIRWAIS	5611929	\$309.00		
9/13/2017	ROOM STATE SALES TAX	MIRWAIS	5611929	\$18.54		
9/13/2017	ROOM CITY TAX	MIRWAIS	5611929	\$26.27		
9/13/2017	ROOM OCCUPANCY TAX	MIRWAIS	5611929	\$1.00		
9/14/2017	VS *8235	ANOLAN4	5612473		(\$1,419.24)	
					BALANCE	\$0.00

EXPENSE REPORT SUMMARY

	9/10/2017	9/11/2017	9/12/2017	9/13/2017
ROOM AND TAX	\$354.81	\$354.81	\$354.81	\$354.81
DAILY TOTAL	\$354.81	\$354.81	\$354.81	\$354.81

EXPENSE REPORT SUMMARY

	STAY TOTAL
ROOM AND TAX	\$1,419.24
DAILY TOTAL	\$1,419.24



Thank you for your purchase!

Southwest

Albuquerque, NM - ABQ to Baltimore/Washington, MD - BWI

Air

Albuquerque, NM - ABQ to Baltimore/Washington, MD - BWI
Sunday, September 10, 2017 - Thursday, September 14, 2017

Early Bird Check-In

Air Total: \$622.96

Amount Paid
\$622.96

Trip Total
\$622.96

SEP 10

SUN 09/10/17 - Baltimore

AIR

Albuquerque, NM - ABQ to Baltimore/Washington, MD - BWI
09/10/2017 - 09/14/2017

Confirmation #
JH3CCH

Adult Passenger(s)
ARTHUR BURGESS

Rapid Rewards #

Travel Date	Flight Segments		Flight Summary
SEP 10 SUN	09:35 AM	Depart Albuquerque, NM (ABQ) on Southwest Airlines	Flight #4087 Sunday, September 10, 2017
	03:20 PM	Arrive in Baltimore/Washington, MD (BWI)	Total Time: 3 h 45 m (Nonstop)
SEP 14 THU	02:00 PM	Depart Baltimore/Washington, MD (BWI) on Southwest Airlines	Flight #6228 Thursday, September 14, 2017
	04:05 PM	Arrive in Albuquerque, NM (ABQ)	Total Time: 4 h 05 m (Nonstop)

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied boarding compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to the scheduled departure of your flight. Customers who fail to cancel reservations for a Wanna Get Away fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining unused Wanna Get Away funds will be forfeited. All remaining unused Business Select and Anytime funds will be converted to reusable travel funds for the originally ticketed Passenger only. If you no show your reward travel reservation, the points will be redeposited to the purchaser's Rapid Rewards account. Any taxes and fees associated with your reward travel reservation will be held for future use in the form of reusable travel funds under the name of the traveler(s).

Applying Travel Funds: In the event your travel plans change and you need to apply travel funds to future trips, please make note of your confirmation number. Customers calling Southwest to request a refund or to research travel funds for a specific ticket must provide their confirmation number, ticket number or flight information (date, origin and destination).

Prohibition of Multiple/Conflicting Reservations: To promote seat availability for our Customers, Southwest prohibits multiple reservations for the same Passenger departing from the same city on the same date, or any multiple reservations containing conflicting or overlapping itineraries (such as departures for the same Customer from multiple cities at the same time). Furthermore, without advance notice to the Passenger or purchaser, Southwest may cancel such reservations, or any other reservations that it believes, in its sole discretion, were made without intent to travel. With the exception of Southwest gift cards, funds from proactively cancelled reservations by Southwest will be returned to the original form of payment. Reservations paid for with a Southwest gift card will have the amount applied from the gift card held as travel funds for use by the Customer on a future Southwest Airlines flight.

Booking with Rapid Reward Points:

When booking with Rapid Rewards points, your point balance may not immediately update in your account.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity
Depart	ABQ-BWI	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (non-transferable - no name changes allowed) Non-refundable unless purchased with Points 	1
Return	BWI-ABQ	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (non-transferable - no name changes allowed) Non-refundable unless purchased with Points 	1

Earn at least 3319 Points for this flight. Enroll in Rapid Rewards after you book, then add your new number to this reservation.

Subtotal \$622.96
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, Checked Items: First and second bags are free.

Bag Charge \$0.00

Air Total: \$622.96

Gov't taxes & fees now included

Form of Payment	Original Balance	Applied	Amount Applied
Travel Funds - JH3CCH - 3665	\$622.96	\$622.96	\$622.96

Amount Paid
\$622.96

Trip Total
\$622.96

Indicates external site which may or may not meet accessibility guidelines.

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All Harry Burgess, search your mailbox

Search Mail Search Web Home Arthur

Compose

Archive Move Delete Spam

- Inbox
- Drafts
- Sent
- Archive
- Spam (5)
- Trash (33)
- Smart Views
 - Important
 - Unread
 - Starred
 - People
 - Social
 - Shopping
 - Travel
 - Finance
- Folders
 - Bank
 - Barcelona house
 - Constitution house
 - Convention
 - g
 - IRS
 - Jenna receipts
 - Notes
 - NSS
 - Purchases receipts
 - reservations
 - Saved
 - savings
 - Sycamore house
 - TP Cabin
 - trip
 - UNM
 - Weleka House
- Recent

Your Thursday morning trip with Uber

Uber Receipts <uber.us@uber.com> Sep 14 at 10:03 AM To: cavertown@yahoo.com

map



\$69.11

Thanks for choosing Uber, Harry September 14, 2017 | uberX

- 11:15am | Mark Center Avenue, Alexandria, VA
- 11:59am | 7107-7109 Friendship Rd. Baltimore, MD



You rode with Benyam

39.94 miles	00:43:57 Trip time	uberX Car
-------------	--------------------	-----------

ADD A TIP

Your Fare

Trip fare	59.11
-----------	-------

UBER
uber.us@uber.com
Search emails



Start Download

PLEASE HOLD TO CLIP

* COPY *
Alexandria Yellow
Cab #142
(703) 549-2500
Alexandria, VA
09/12/17 07:30

TRIP ID:
START TIME: 07:13
END TIME: 07:30
DIST: 7.70

FARE: \$ 21.36
TIP: \$ 4.52
EXTRAS: \$ 7.23

TOTAL: \$ 33.11
CARD BAL: \$
OWED: \$ 0.00

xxxx9235
#104/5100001996
AUTH: 1B1ChX003LdAMHpxTBiU1K

SIGN HERE:

WAYS TO BOOK A RIDE:
- Call (703) 549-2500
- AlexandriaYellowCab.com
- Download gocurb.com/app
- Become a driver: 855-5127

* Customer Copy *

Fish Market
Alexandria, VA.
(703) 836-5670

Date: 09/10/17
Time: 8:18 PM
Server: 94. Eder
Order: 2656160
Description: Table 201:2

Card Type: VISA
Card No: XXXXXXXXXXXXX8235
Expires: XX/XX
Appr Code: 95586

Purchases: \$ 85.77

Tip: \$ 15.23

Total: \$ 101.00

BURGESS/HARRY

I agree to pay the above total amount
according to the card issuer agreement.

(4)

SUPREME

1-800-590-0000



Customer Copy

Confirmation# 00670935

Fare \$ 64.00
Tip \$ 12.80
Extra \$ 0.00

Promo Disc
Total Fare \$ 76.80

Pickup Address
Baltimore National
Airport (BWI)
Baltimore/Washington
International
Thurgood Marshall
Airport (BWI)
Baltimore, MD, 21240

Dropoff Address
5000 SEMINARY RD
Alexandria, VA,
22311

Pickup Time 09/10/17 03:45PM

Passengers 2

OneWay 049152

Auth-Code

Checkin Time 09/10/17 03:45PM

PLEASE PROVIDE THIS PASS
TO YOUR DRIVER WHEN
BOARDING.

PLEASE NOTE, DRIVER
GRATUITY IS NOT INCLUDED
UNLESS SHOWN ABOVE.

Printed Date 09/10/17 03:45:22
PM


Board Reimbursable Expenses | Sept. 10 - 12, 2017



<i>Board Member Date</i>	<i>Purpose: Miles driven for DC Trip</i>	<i>Miles Traveled</i>	<i>Mileage Cost (\$0.535/mi)</i>
Rick Reiss		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
Mileage Total		0	\$0.00

<i>Board Member</i>	<i>Date</i>	<i>Purpose: Trip Expenses for Washington,</i>	<i>Totals</i>
Rick Reiss	9/10-12/17	Congressional/Advocacy Meeting	\$595.12
Rick Reiss	9/11/2017	Meals @ \$60	\$60.00
Rick Reiss	9/10/2017	Cab/Uber	\$12.92
Subtotal Board Travel & Food Expenses			\$668.04

Total Mileage, Food, Meeting & Travel Reimbursement \$668.04


9-21-17

 Signature Date

 Approved Date

*** Please pay to Municipality**



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 ALEXANDRIA, VA 22311
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 www.hilton.com or 1 800 HILTONS

REISS, RICK
 236 MAPLE
 LOS ALAMOS NM 87544
 UNITED STATES OF AMERICA

Room No: 2605/Q2
 Arrival Date: 9/10/2017 6:33:00 PM
 Departure Date: 9/12/2017 10:10:00 AM
 Adult/Child: 1/0
 Cashier ID: ANOLAN4
 Room Rate: 259.00
 AL:
 HH # 651977303 GOLD
 VAT #
 Folio No/Che 1109283 A

Confirmation Number: 3373566915

HILTON ALEXANDRIA MARK CENTER 9/12/2017 10:09:00 AM

DATE	DESCRIPTION	ID	REF NO	CHARGES	CREDIT	BALANCE
9/10/2017	GUEST ROOM	MIRWAIS	5608569	\$259.00		
9/10/2017	ROOM STATE SALES TAX	MIRWAIS	5608569	\$15.54		
9/10/2017	ROOM CITY TAX	MIRWAIS	5608569	\$22.02		
9/10/2017	ROOM OCCUPANCY TAX	MIRWAIS	5608569	\$1.00		
9/11/2017	GUEST ROOM	MIRWAIS	5609454	\$259.00		
9/11/2017	ROOM STATE SALES TAX	MIRWAIS	5609454	\$15.54		
9/11/2017	ROOM CITY TAX	MIRWAIS	5609454	\$22.02		
9/11/2017	ROOM OCCUPANCY TAX	MIRWAIS	5609454	\$1.00		
9/12/2017	VS *8219	ANOLAN4	5609885		(\$595.12)	
BALANCE						\$0.00

EXPENSE REPORT SUMMARY

	9/10/2017	9/11/2017	STAY TOTAL
ROOM AND TAX	\$297.56	\$297.56	\$595.12
DAILY TOTAL	\$297.56	\$297.56	\$595.12

You have earned approximately 6475 Hilton Honors points for this stay. Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 4,900 h

Thank you for choosing Hilton. You'll get more when you book directly with us - more destinations, more points, and more value. Book your next stay at hilton.com.

RC

Your Sunday evening trip with Uber

1 message

Uber Receipts <uber.us@uber.com>

Sun, Sep 10, 2017 at 7:16 PM

To: rick.l.reiss@gmail.com



\$12.92

Thanks for choosing Uber, Rick

September 10, 2017 | uberX

RCLC

08:55pm | 713 King St, Alexandria, VA

09:16pm | Mark Center Avenue, Alexandria, VA

Archived: Tuesday, July 24, 2018 2:45:51 PM
From: Henderson, Kristin
Sent: Monday, April 18, 2016 1:33:27 PM
To: Bosshardt, Brian
Cc: Henderson, Kristin
Subject: Re: Andrea Romero March Reimbursable Expenses - REQUEST To PAY
Importance: Normal

Hi Brian,

I reviewed and looks okay to me also. Please pay.

Thank you.

Kristin

Kristin Henderson, J.D.
Los Alamos County Council

From: Bosshardt, Brian
Sent: Monday, April 18, 2016 10:44 AM
To: Henderson, Kristin
Subject: Andrea Romero March Reimbursable Expenses - REQUEST To PAY

Kristin,

Attached are Andrea's reimbursable expenses for March totaling \$1,312.13. The largest expense is registration for the May Peer Exchange for five board members in addition to March meeting expenses. I have reviewed and am prepared to issue payment with your approval. Thanks.

- Brian

Archived: Tuesday, July 24, 2018 2:44:45 PM
From: Henderson, Kristin
Sent: Monday, August 08, 2016 11:58:27 AM
To: Bosshardt, Brian
Cc: Andrea D. Romero
Subject: Re: ARC Invoice & Reimbursables - July 2016
Response requested: No
Importance: Normal

Ok to pay.

Thank you both.

Kristin

Kristin Henderson, J.D.
Los Alamos County Council

Sent from my iPad

On Aug 2, 2016, at 8:54 AM, "Bosshardt, Brian" <brian.bosshardt@lacnm.us> wrote:

Good morning, Kristin. Attached please find Andrea's monthly invoice and reimbursable expenses. I've already processed the monthly invoice. I have also reviewed the request to reimburse for monthly expenses and am prepared to issue payment with your approval.

Thanks.

- Brian

From: Andrea D. Romero [<mailto:andrea@regionalcoalition.org>]
Sent: Monday, August 1, 2016 5:02 PM
To: Bosshardt, Brian <brian.bosshardt@lacnm.us>
Subject: ARC Invoice & Reimbursables - July 2016

Hi Brian,

Attached you'll find ARC's invoice and reimbursements for July 1-31, 2016 for Executive Director Services.

I'll be out of town from Aug 4-13 in the coming days and week. Please let me know if you have any questions and I'll do my best to get them resolved before I'm out of the office.

Regards,
Andrea

--
[<https://lh4.googleusercontent.com/--jLMElz7Hgl/AAAAAAAAAAI/AAAAAAAAAC/Y/rPvoI3p2oa4/s92-c-k-no/photo.jpg>]<<http://regionalcoalition.org>>
Andrea D. Romero
Regional Coalition of LANL Communities, Executive Director
P: (505) 470-6684
Andrea@RegionalCoalition.org<<mailto:Andrea@RegionalCoalition.org>>
RegionalCoalition.org

<July.Invoice2016_ARC.pdf>

<July.2016_ARCReimbursables+Receipts.pdf>

Archived: Tuesday, July 24, 2018 2:44:12 PM
From: Henderson, Kristin
Sent: Tuesday, September 06, 2016 6:17:24 PM
To: Bosshardt, Brian
Cc: Salazar, Jacqueline; Andrea D. Romero
Subject: Re: August - ARC Invoice + Reimbursements
Response requested: Yes
Importance: Normal

Thank you. Please pay.

Kristin

Kristin Henderson, J.D.
Los Alamos County Council

Sent from my iPad

On Sep 6, 2016, at 5:54 PM, "Bosshardt, Brian" <brian.bosshardt@lacnm.us> wrote:

Kristin,

Attached is Andrea's request for travel-related reimbursements for August. I have reviewed and am prepared to issue payment with your approval. Thanks.

- Brian

From: Andrea D. Romero [<mailto:andrea@regionalcoalition.org>]
Sent: Tuesday, September 6, 2016 5:49 PM
To: Bosshardt, Brian <brian.bosshardt@lacnm.us>
Subject: Re: FW: August - ARC Invoice + Reimbursements

Here's the corrected version. Let me know if there's anything else you need.

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[\[https://lh4.googleusercontent.com/-jLMElz7Hgl/AAAAAAAAAAI/AAAAAAAAAACY/rPvoiBp2oa4/s92-c-k-no/photo.jpg\]](https://lh4.googleusercontent.com/-jLMElz7Hgl/AAAAAAAAAAI/AAAAAAAAAACY/rPvoiBp2oa4/s92-c-k-no/photo.jpg)<<http://regionalcoalition.org>>
Andrea D. Romero
Regional Coalition of LANL Communities, Executive Director
P: (505) 470-6684
Andrea@RegionalCoalition.org<<mailto:Andrea@RegionalCoalition.org>>
RegionalCoalition.org

On Tue, Sep 6, 2016 at 3:25 PM, Andrea D. Romero <andrea@regionalcoalition.org><<mailto:andrea@regionalcoalition.org>>> wrote:
Sorry about that, Brian! Thanks so much for the reminder. Definitely missed that part of the email chain. I guess I attached the wrong doc.

See attached!

Did you have a second to send me the budget update for Friday's meeting? Will anyone from your office be there to present it, or should I just let them know nothing's changed other than the ECA membership fee and ED services? Anything else?

Thanks!!
Andrea

--
[\[https://lh4.googleusercontent.com/-jLMElz7Hgl/AAAAAAAAAAI/AAAAAAAAAACY/rPvoiBp2oa4/s92-c-k-no/photo.jpg\]](https://lh4.googleusercontent.com/-jLMElz7Hgl/AAAAAAAAAAI/AAAAAAAAAACY/rPvoiBp2oa4/s92-c-k-no/photo.jpg)<<http://regionalcoalition.org>>
Andrea D. Romero
Regional Coalition of LANL Communities, Executive Director
P: (505) 470-6684<tel:%28505%29%20470-6684>
Andrea@RegionalCoalition.org<<mailto:Andrea@RegionalCoalition.org>>
RegionalCoalition.org

On Tue, Sep 6, 2016 at 2:54 PM, Bosshardt, Brian <brian.bosshardt@lacnm.us><<mailto:brian.bosshardt@lacnm.us>>> wrote:
Friendly reminder on sending receipts. I'm in all day meetings the next two days, off Friday and travel to DC so won't get to this again (after today) until next Friday.

- Brian

From: Bosshardt, Brian
Sent: Thursday, September 1, 2016 9:13 AM
To: 'Andrea D. Romero' <andrea@regionalcoalition.org><<mailto:andrea@regionalcoalition.org>>>
Subject: RE: August - ARC Invoice + Reimbursements

No receipts included for the travel-related reimbursement requests.

- Brian

From: Andrea D. Romero [<mailto:andrea@regionalcoalition.org>]
Sent: Thursday, September 1, 2016 8:46 AM
To: Bosshardt, Brian <brian.bosshardt@lacnm.us<<mailto:brian.bosshardt@lacnm.us>>>
Subject: August - ARC Invoice + Reimbursements

Hi Brian,

Attached you'll find ARC's RCLC invoice and reimbursements for August 2016. Please let me know if you have any questions.

Thanks!
Andrea

--
[<https://lh4.googleusercontent.com/--jLMEIz7Hgl/AAAAAAAAAAI/AAAAAAAAACY/rPvoiBp2oa4/s92-c-k-no/photo.jpg>]-<<http://regionalcoalition.org>>

Andrea D. Romero

Regional Coalition of LANL Communities, Executive Director

P: (505) 470-6684 <<tel:%28505%29%20470-6684>>

Andrea@RegionalCoalition.org <<mailto:Andrea@RegionalCoalition.org>>

RegionalCoalition.org

<Aug2016_ARC_Reimbursements_corrected.pdf>

Bosshardt, Brian

From: Henderson, Kristin
Sent: Wednesday, November 2, 2016 9:39 AM
To: Bosshardt, Brian
Subject: Re: Oct Invoice + Reimbursements

Ok to pay.

Thank you.

Kristin Henderson, J.D.
Los Alamos County Council

From: Bosshardt, Brian
Sent: Wednesday, November 2, 2016 9:16:18 AM
To: Henderson, Kristin
Cc: Andrea D. Romero
Subject: FW: Oct Invoice + Reimbursements

Good morning, Kristin. Attached is Andrea's monthly invoice and reimbursement request for the month of October. I have reviewed and am prepared to issue payment with your approval. Thanks.

- Brian

From: Andrea D. Romero [mailto:andrea@regionalcoalition.org]
Sent: Tuesday, November 1, 2016 4:33 PM
To: Bosshardt, Brian <brian.bosshardt@lacnm.us>
Subject: Oct Invoice + Reimbursements

Hi Brian,

Attached you'll find the ARC invoice and reimbursements for the month of October. Please let me know if you have any questions. Thanks for another successful month!

Regards,
Andrea

--



Andrea D. Romero
Regional Coalition of LANL Communities, Executive Director
P: (505) 470-6684
Andrea@RegionalCoalition.org
RegionalCoalition.org

OKAY
TO PAY.
303

ARC

ARC Reimbursable Expenses | April 2016

Staff	Date	Travel Purpose	Miles Traveled	Mileage Cost (\$0.54/mi)
Andrea Romero	4/4/16	RT Santa Fe to Los Alamos for 19th Earthquake + R. 1000 Conference w/ Gov Martinez	66.2	\$35.75
Andrea Romero	4/6/16	RT SF to Taos - Meeting w/ Councilor Fernandez	138.6	\$74.84
Andrea Romero	4/8/16	RT Santa Fe to Española - RCLC Board Meeting	51.8	\$27.97
Andrea Romero	4/14/16	RT Santa Fe to Española - Mtg w/ Mayor Alice	50.6	\$27.32
Andrea Romero	4/20/16	RT SF to Taos - Mtg w/ Brent Jaramila, Taos Econ Dev	147.4	\$79.60
Andrea Romero	4/28/16	SF to Española - Mtg w/ MSC, signature from RA	26.9	\$14.53
Andrea Romero	4/28/16	Española to Los Alamos - Mtg w/ Doug Hintze, EM-LA	21.1	\$11.39
Andrea Romero	4/28/16	Los Alamos to SF - Mtg w/ Doug Hintze, EM-LA	35.4	\$19.12
Mileage Total			538	\$290.52

Staff	Date	Purpose	Total
Andrea Romero	4/4/16	Kimpton Hotel - DC Trip, May 10-13	\$1,130.10
Andrea Romero	4/4/16	Kimpton Hotel - DC Trip, May 9	\$395.74
Andrea Romero	4/4/16	Southwest.com - RT Flight to DC	\$534.97
Andrea Romero	4/6/16	Gutiz - Meeting with Councilor Fernandez	\$33.19
Andrea Romero	4/7/16	Smith's - RCLC Meeting refreshments	\$19.71
Andrea Romero	4/8/16	Parasol - Lunch for RCLC meeting	\$13.38
Andrea Romero	4/16/16	El Paragus - Meeting w/ Mayor Alice	\$38.91
Andrea Romero	4/20/16	The Gorge - Lunch with Brent Jaramila, Econ Dev Taos	\$37.27
Andrea Romero	4/22/16	Sage Bakehouse - Mtg w/ Councilor Ivies, Santa Fe	\$11.21
Andrea Romero	4/27/16	Vinagrette - Mtg w/ Michele, Sen Udall's staff	\$18.76
Andrea Romero	4/28/16	La Cocina - Meeting w/ Jeff, LANL-MS	\$39.22
Subtotal Board Travel, Meeting & Food Expenses			\$2,273.46

2,061.81

211.65

Total Mileage, Food, Meeting & Travel Reimbursement \$2,563.98

TRAVEL: 290.52
2,061.61
2,352.33

MEETING exp: 211.65

2563.98

EXHIBIT P

Los Alamos County RCLC Reimbursement Request
Washington D.C. Trip - May 9-13, 2016

Date	Merchant	Description	Amount
9-May-16	VIP Cab	Girrens/Bosshardt taxi from DCA to hotel	\$26.27
10-May-16	Silver Cab	Taxi to/from meetings	\$10.28
10-May-16	Hotel Palomar	Girrens first night hotel	\$316.02
10-May-16	Pearl Dive	Girrens, Ives, Bosshardt dinner	\$159.66
11-May-16	Luxury cab	Taxi to/from meetings	\$17.79
11-May-16	Hitch taxi	Taxi to dinner	\$11.36
11-May-16	Rapid Cab	Taxi to/from meetings	\$24.52
11-May-16	Hotel Palomar	Girrens second night in hotel	\$376.71

TOTAL

\$942.61

I certify that the expenses listed were necessary in the transaction of business for the Regional Coalition.

B. D. Bosshardt

Brian D. Bosshardt, Los Alamos Deputy County Manager

6/3/2016

Date

Bosshardt, Brian

From: Henry P. Roybal <hproybal@santafecountynm.gov>
Sent: Monday, March 27, 2017 10:45 AM
To: Bosshardt, Brian
Cc: Andrea D. Romero
Subject: RE: DC Travel Reimbursement Request

Brian,
Approved please proceed with reimbursement.

Thanks,
Henry

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: "Bosshardt, Brian" <brian.bosshardt@lacnm.us>
Date: 3/24/17 16:17 (GMT-07:00)
To: "Henry P. Roybal" <hproybal@santafecountynm.gov>
Cc: "Andrea D. Romero" <andrea@regionalcoalition.org>
Subject: DC Travel Reimbursement Request

Commissioner Roybal:

Attached please find a reimbursement request from the City of Santa Fe and Santa Fe County for February travel to Washington D.C. The total request is \$2,853.48. Los Alamos County has reviewed and is prepared to issue payment with your approval. Thanks.

- Brian

Brian D. Bosshardt

Deputy County Manager

Los Alamos County

1000 Central Ave., Suite 350

Los Alamos, NM 87544

Bosshardt, Brian

From: Henry P. Roybal <hproybal@santafecountynm.gov>
Sent: Friday, February 17, 2017 2:14 PM
To: Bosshardt, Brian; Orlando A. Romero
Subject: RE: Andrea Romero Request for Reimbursement

Brian,
I approve this reimbursement.

Thanks
Henry P. Roybal

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: "Bosshardt, Brian" <brian.bosshardt@lacnm.us>
Date: 2/13/17 14:10 (GMT-07:00)
To: "Henry P. Roybal" <hproybal@santafecountynm.gov>
Cc: "Orlando A. Romero" <oromero@santafecountynm.gov>
Subject: Andrea Romero Request for Reimbursement

Commissioner Roybal:

Attached is Andrea's request for reimbursement for Regional Coalition – related expenses. As I shared in the earlier email, Andrea submits requests for reimbursements separately from her monthly contract. These are the types of expenses that Los Alamos County will need your approval to pay as they will differ each month. The attached includes mileage expenses and the upcoming DC travel in addition to the food provided at our monthly meetings. Food is the only monthly meeting expense eligible for reimbursement. All other monthly meeting expenses come from her contract amount approved by the Board. I have reviewed the attached and am prepared to issue payment with your approval. Thanks.

- Brian

Brian D. Bosshardt

Deputy County Manager

Los Alamos County

Bosshardt, Brian

From: Henry P. Roybal <hproybal@santafecountynm.gov>
Sent: Thursday, March 2, 2017 5:01 PM
To: Bosshardt, Brian
Subject: RE: Invoice + Reimbursements - Feb 2017

Approved
Thanks Brian

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: "Bosshardt, Brian" <brian.bosshardt@lacnm.us>
Date: 3/2/17 14:51 (GMT-07:00)
To: "Henry P. Roybal" <hproybal@santafecountynm.gov>
Cc: "Orlando A. Romero" <oromero@santafecountynm.gov>, "Andrea D. Romero" <andrea@regionalcoalition.org>
Subject: FW: Invoice + Reimbursements - Feb 2017

Good afternoon, Commissioner Roybal. Attached is Andrea's request for reimbursement of \$2,651.59 for March expenses. This number is larger than most months as it includes travel-related costs for last week's trip to Washington D.C. Los Alamos County has reviewed and is prepared to issue payment with your approval.

Thanks.

- Brian Bosshardt

Brian D. Bosshardt
Deputy County Manager
Los Alamos County
1000 Central Ave., Suite 350
Los Alamos, NM 87544
505-663-1779 (w)
505-500-6554 (c)
www.losalamosnm.us

LOS ALAMOS
where discoveries are made

From: Andrea D. Romero [mailto:andrea@regionalcoalition.org]
Sent: Thursday, March 2, 2017 10:12 AM
To: Bosshardt, Brian <brian.bosshardt@lacnm.us>
Subject: Re: Invoice + Reimbursements - Feb 2017

Lynne, Steven

From: Henry P. Roybal <hproybal@santafecountynm.gov>
Sent: Wednesday, May 10, 2017 2:12 PM
To: Lynne, Steven
Cc: Andrea D. Romero; Salazar, Jacqueline
Subject: RE: Request for approval to pay monthly reimbursable expenses to Executive Director

Steven,
Please proceed with reimbursement to executive director.

Thanks,
Henry P. Roybal

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: "Lynne, Steven" <steven.lynne@lacnm.us>
Date: 5/5/17 08:52 (GMT-07:00)
To: "Henry P. Roybal" <hproybal@santafecountynm.gov>
Cc: "Andrea D. Romero" <andrea@regionalcoalition.org>, "Salazar, Jacqueline" <jacqueline.salazar@lacnm.us>
Subject: Request for approval to pay monthly reimbursable expenses to Executive Director

Commissioner Roybal,

Attached is an invoice for April for monthly reimbursable expenses for the Regional Coalition Executive Director. Los Alamos County has reviewed this request and is prepared to issue payment upon your approval. Please let me know if you have any questions. In addition, we are awaiting your approval of two other previous reimbursement requests. If you need anything on those, please just me me know.

Thanks,

Steve

Steven Lynne
Los Alamos County
Deputy County Manager
1000 Central Ave. Suite 350
Los Alamos, NM 87544
office: (505) 662-8294
cell: (505)412-0922

ARC

c/o Andrea Romero
1101 Hickox St
Santa Fe, NM 87505-1025



May 1, 2017

Steven Wynne
Deputy Manager
Los Alamos County
1000 Central Ave., Suite 350
Los Alamos, NM 87544

Dear Steve,

Attached you will find reimbursable expenses to the Regional Coalition of LANL Communities in the amount of \$269.53 for Executive Director Services expenses for the period April 1, 2017 to April 30, 2017.

At your earliest convenience, please have a check made to 'Andrea Romero Consulting,' paid to the above address. We are extremely gratified to be able to contribute to the success of the Coalition and look forward to work this month

Please don't hesitate to get in touch with any questions. Thank you.

Sincerely,

Andrea Romero
Principal, RCLC Executive Director

Lynne, Steven

From: Henry P. Roybal <hproybal@santafecountynm.gov>
Sent: Tuesday, June 06, 2017 8:35 AM
To: Lynne, Steven
Cc: Salazar, Jacqueline; Andrea D. Romero
Subject: RE: Reimbursable Expenses - ARC, May 2017

Steven,
Invoice looks good please proceed with reimbursement.

Thanks,
Henry Roybal

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: "Lynne, Steven" <steven.lynne@lacnm.us>
Date: 6/6/17 08:19 (GMT-07:00)
To: "Henry P. Roybal" <hproybal@santafecountynm.gov>
Cc: "Salazar, Jacqueline" <jacqueline.salazar@lacnm.us>, "Andrea D. Romero" <andrea@regionalcoalition.org>
Subject: FW: Reimbursable Expenses - ARC, May 2017

Commissioner Roybal,

Attached is an invoice for May for monthly reimbursable expenses for the Regional Coalition Executive Director. Los Alamos County has reviewed this request and is prepared to issue payment upon your approval. Please let me know if you have any questions. In addition, we are awaiting your approval of two other previous reimbursement requests. If you need anything on those, please just me know.

Thanks,

Steve

Steven Lynne
Los Alamos County
Deputy County Manager
1000 Central Ave. Suite 350
Los Alamos, NM 87544
office: (505) 662-8294
cell: (505)412-0922

Lynne, Steven

From: Henry P. Roybal <hproybal@santafecountynm.gov>
Sent: Monday, July 31, 2017 9:02 AM
To: Lynne, Steven
Subject: Re: Regional Coalition Invoices for Approval

Approved please proceed with payment and reimbursement.
Thanks,
Henry P. Roybal

Get [Outlook for Android](#)

From: Lynne, Steven
Sent: Wednesday, July 26, 9:15 AM
Subject: Regional Coalition Invoices for Approval
To: Henry P. Roybal

Commissioner Roybal,

Attached are three sets of invoices.

1. The first is for June monthly reimbursable expenses for the Regional Coalition Executive Director.
2. The second are four invoices related to design services for the Regional Attraction Guide (RAG). These total \$6,965.86 to date and leave ~\$10,900 remaining for printing costs out of the total \$18,000 in RAG revenues.
3. The third is the annual ECA dues.

Los Alamos County has reviewed these requests and is prepared to issue payments upon your approval. Please let me know if you have any questions

Thanks,

Steve

Steven Lynne
Los Alamos County
Deputy County Manager
1000 Central Ave. Suite 350
Los Alamos, NM 87544
office: (505) 662-8294
cell: (505)412-0922

Lynne, Steven

From: Henry P. Roybal <hproybal@santafecountynm.gov>
Sent: Tuesday, October 03, 2017 1:36 PM
To: Lynne, Steven
Cc: scarlet@regionalcoalition.org; Andrea D. Romero
Subject: RE: August 2017 ARC Reimbursable Request And Other New Requests

Steve,

So it is my understanding that the final receipts for hotels did not include the room that was listed for me. It is also my understanding that the cost of the Dinner at the Bull Ring for 4 people is also an acceptable amount by the governing rules of the coalition if this is correct I approve the reimbursement.

Thanks
Henry P. Roybal

Get [Outlook for Android](#)

From: Lynne, Steven
Sent: Friday, September 29, 8:54 AM
Subject: RE: August 2017 ARC Reimbursable Request And Other New Requests
To: Henry P. Roybal
Cc: scarlet@regionalcoalition.org, Andrea D. Romero

Hi Henry,

For the questions below, I have the following answers:

1. Regarding the meal, it seems the note on the receipt got truncated because there were 4 participants, not 3 - Harris Walker (NNSA), Mayor Gonzales, Kristin Henderson (RDC, former RCLC Board member) and Andrea.
2. As far as the room costs, the backup actually shows several travelers as part of the original reservation, but the requested reimbursement is only for 1 person (Andrea), so there is no cost there for you.

I am also attaching 3 other reimbursement items

1. An invoice from the Historias Conference. The Board authorized payment for sponsorship to Historias several months ago.
2. Travel reimbursement for 2 travelers from the recent DC trip (Rick Reiss and Harry Burgess)

There will be a few other reimbursement requests from the DC trip and after I have finished my review I will forward those as well.

Please let me know if you have any other questions,

Thanks,

Steve

From: Henry P. Roybal [mailto:hproybal@santafecountynm.gov]
Sent: Tuesday, September 19, 2017 1:29 PM
To: Lynne, Steven <steven.lynne@lacnm.us>
Subject: Re: August 2017 ARC Reimbursable Request

Steven,

I have some question about some of the reunbusements that are on this email.

I am not sure what rules and regulations are I regards to meetings that involve meals but I noticed that the meal at the bull ring ticket was very expensive for 3 people unless there where more then the 3 guests. I am fine with that but want to make sure that we are in compliance with the rules and regulations that of the coalition. Secondly there is a room that show me as the guest I did not attend this meeting and sent the notice that I could not attend August 31st. I am not sure if this is just a clerical error. Please advise.

Thanks,

Henry P. Roybal

Get [Outlook for Android](#)

On Tue, Sep 12, 2017 at 8:15 AM -0600, "Lynne, Steven" <steven.lynne@lacnm.us> wrote:

Commissioner Roybal,

Attached is an invoice for August for monthly reimbursable expenses for the Regional Coalition Executive Director. Los Alamos County has reviewed this request and is prepared to issue payment upon your approval. Please let me know if you have any questions. If you need anything on those, please just me know.

Thanks,

Steve



Steven Lynne
Los Alamos County
Deputy County Manager
1000 Central Ave. Suite 350
Los Alamos, NM 87544
office: (505) 662-8294
cell: (505)412-0922

Lynne, Steven

From: Henry P. Roybal <hproybal@santafecountynm.gov>
Sent: Thursday, October 19, 2017 3:14 PM
To: Lynne, Steven
Subject: Re: FW: Reimbursement requests

Approved.
Thanks
Henry

Get [Outlook for Android](#)

On Thu, Oct 19, 2017 at 1:26 PM -0600, "Lynne, Steven" <steven.lynne@lacnm.us> wrote:

Hi Commissioner,

Los Alamos County has reviewed these requests and is prepared to issue payments upon your approval. Please let me know if you have any questions.

Thanks,

Steve

Steven Lynne
Los Alamos County
Deputy County Manager
1000 Central Ave. Suite 350
Los Alamos, NM 87544
office: (505) 662-8294
cell: (505)412-0922

Archived: Friday, July 06, 2018 11:32:17 AM
From: Lynne, Steven
Sent: Monday, November 27, 2017 3:41:00 PM
To: Henry Roybal
Subject: October ARC reimbursement request
Importance: Normal
Attachments:
[October.2017_ARCReimbursement.pdf](#);

Hi Commissioner,

Los Alamos County has reviewed this request and is prepared to issue payments upon your approval. Please let me know if you have any questions.

Thanks,

Steve

Steven Lynne
Los Alamos County
Deputy County Manager
1000 Central Ave. Suite 350
Los Alamos, NM 87544
office: (505) 662-8294
cell: (505)412-0922

Steven Lynne
Los Alamos County
Deputy County Manager
1000 Central Ave. Suite 350
Los Alamos, NM 87544
office: (505) 662-8294
cell: (505)412-0922

Archived: Friday, July 06, 2018 11:37:55 AM
From: Andrea D. Romero
Sent: Thursday, February 08, 2018 5:18:28 PM
To: Perraglio, Helen
Cc: Griego, David
Subject: Re: FW: ARC Reimbursements - January 2018
Importance: Normal
Attachments:
Jan.Invoice2017_ARC.pdf;

d\plain\Hi Helen,

d\plain\I was just informed today that the GRT in Santa Fe went up on Jan 1. I was calculating it on my invoice in accordance with 2017 rates. Attached is my revised invoice. Shall I send this to you Steve, or are you handling these invoices as well?

d\plain\Many thanks,
d\plain\Andrea

d\plain\--



[d\plain\](#)

d\plain\Andrea D. Romero
d\plain\Regional Coalition of LANL Communities, Executive Director
d\plain\ (505) 470-6684
d\plain\Andrea@RegionalCoalition.org
d\plain\RegionalCoalition.org

d\plain\On Wed, Feb 7, 2018 at 5:57 PM, Andrea D. Romero <andrea@regionalcoalition.org> wrote:
d\plain\Hi Helen and David,

d\plain\Thank you so much for the introduction and information. I'm available to ask any questions.

d\plain\The address issue is a sticky one, since it has more to do with the mail service than the address. Though the 1101 Hickox St, Santa Fe, NM 87505 address is the same, sometimes it arrives and sometimes it does not. I am an LANB customer, so if you're willing to make a deposit for me across the street, that's the best way to streamline the process. Let me know! I can call in with any info you need.

d\plain\Warm regards and thanks!

Andrea

d\plain\--



[d\plain\](#)

d\plain\Andrea D. Romero
d\plain\Regional Coalition of LANL Communities, Executive Director
d\plain\ (505) 470-6684
d\plain\Andrea@RegionalCoalition.org
d\plain\RegionalCoalition.org

d\plain\0On Wed, Feb 7, 2018 at 12:48 PM, Perraglio, Helen <helen.perraglio@lacnm.us> wrote:

d\plain\0Hello Andrea, I just wanted to let you know that the processing of payments for your contract has been assigned to the Finance Department, and I have asked David Griego, copied here, from our office to be in charge of that. He may be contacting you for some follow up questions as we transition the review and seek any information necessary to recommend approval for payments, so I just wanted to let you know of the change to the process. You can now direct any invoices to David. Steve also mentioned there have been issues with your address and getting you your checks, so please let David know the best remit to address so that we can make sure our remit to records are up to date. Thanks very much!

d\sb280\plain\0

d\sb280\plain\0Sincerely,

d\sb280\plain\0

d\sb280\plain\0Helen M. Perraglio, CPA

d\sb280\plain\0Chief Financial Officer

d\sb280\plain\0Los Alamos County - Finance

d\sb280\plain\01000 Central Avenue, Suite 300 | Los Alamos, NM 87544

d\sb280\plain\0helen.perraglio@lacnm.us | [\(505\)662-8360](tel:(505)662-8360) Direct | [\(505\)662-8069](tel:(505)662-8069) Fax | [\(505\)662-8060](tel:(505)662-8060) Main Line

d\sb280\plain\0

LOS ALAMOS

where discoveries are made d\sb280\plain\0

d\sb280\plain\0

d\sb280\plain\0From: Lynne, Steven

Sent: Wednesday, February 07, 2018 11:33 AM

To: Griego, David <david.griego@lacnm.us>

Cc: Perraglio, Helen <helen.perraglio@lacnm.us>

Subject: FW: ARC Reimbursements - January 2018

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d\sb280\plain\0Hi David,

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d\sb280\plain\0As expected, here is the reimbursement invoice.

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d\sb280\plain\0Steve

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d\sb280\plain\0From: Andrea D. Romero [<mailto:andrea@regionalcoalition.org>]

Sent: Wednesday, February 07, 2018 10:58 AM

To: Lynne, Steven <steven.lynne@lacnm.us>

Subject: ARC Reimbursements - January 2018

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d\sb280\plain\0Hi Steve,

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d\sb280\plain\0Attached is my reimbursement request for January 1-31, 2018.

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d\sb280\plain\ŀI wanted to be sure to alert you that I updated the federal mileage reimbursement to 54.5 cents per the 2018 threshold:
<https://www.irs.gov/newsroom/standard-mileage-rates-for-2018-up-from-rates-for-2017>.

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d\sb280\plain\ŀPlease let me know if you have any questions.

d\sb280\plain\ŀ Regards,

d\sb280\plain\ŀAndrea

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[d\sb280\plain\ŀ](#)

d\sb280\plain\ŀAndrea D. Romero

d\sb280\plain\ŀRegional Coalition of LANL Communities, Executive Director

d\sb280\plain\ŀP: [\(505\)470-6684](tel:(505)470-6684)

d\sb280\plain\ŀAndrea@RegionalCoalition.org

d\sb280\plain\ŀRegionalCoalition.org



County Manager's Office

1000 Central Avenue, Suite 350

Los Alamos, NM 87544

P 505.663.1750 F 505.662.8079

losalamosnm.us

DATE: May 11, 2017
TO: David Griego, Finance
FROM: Jackie Salazar, CMO
CC:
RE: PAYMENT OF MARCH 2017 REIMBURSABLE EXPENSES FOR ANDREA ROMERO, REGIONAL COALITION OF LANL COMMUNITIES DIRECTOR - BUSINESS TRIP TO DC AND OTHER EXPENSES

Attached is an Invoice Entry Edit List for the March 2017 Reimbursable Expenses for Andrea Romero, Regional Coalition of LANL Communities Director for a business trip to Washington, DC. Please pay reimbursable directly as written in AGR16-01, (Reimbursable expenses shall be paid in accordance with the rate schedule set out in Attachment A in the agreement). Invoice has been approved by Steve Lynne, Deputy County Manager.

Thank you

Jackie

EXHIBIT Q

Bosshardt, Brian

From: Andrea D. Romero <andrea@regionalcoalition.org>
Sent: Wednesday, April 6, 2016 5:48 PM
To: Bosshardt, Brian
Cc: David Abelson
Subject: Re: Final payment

Payment approved!

On Wednesday, April 6, 2016, Bosshardt, Brian <brian.bosshardt@lacnm.us> wrote:

Thanks, David.

Andrea, with your approval, we will process for payment. Thanks

- Brian

From: David Abelson [<mailto:david@abelsonpartners.com>]
Sent: Wednesday, April 6, 2016 11:35 AM
To: 'Andrea D. Romero' <andrea@regionalcoalition.org>; Bosshardt, Brian <brian.bosshardt@lacnm.us>
Subject: Final payment

Hello Andrea and Brian –

Attached is my final bill. Thanks for your help in processing it.

David

EXHIBIT R

Bosshardt, Brian

From: Andrea D. Romero <andrea@regionalcoalition.org>
Sent: Monday, August 22, 2016 10:29 AM
To: Sharon Worley; Bosshardt, Brian
Cc: Hill, Devon K.
Subject: Re: Your ECA Dues

Hi Sharon,

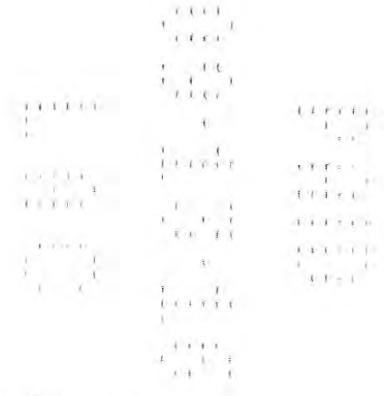
I'm looping in Brian Bosshardt, or fiscal agent. **We were hoping to have a formal meeting to approve this in August, but I think we're okay to pay. Brian, please go ahead and release funds for our dues.**

Thanks,
Andrea

--



Andrea D. Romero
Regional Coalition of LANL Communities, Executive Director
P: (505) 470-6684
Andrea@RegionalCoalition.org
RegionalCoalition.org



On Mon, Aug 22, 2016 at 8:04 AM, Sharon Worley <Sharon.Worley@energyca.org> wrote:

Good morning,

This is a reminder that your ECA dues is overdue. If you could please contact me if your payment is being processed. Your prompt attention to this matter would be greatly appreciated.



Sharon Worley | Administrative Assistant

1625 Eye Street NW, Suite 800, Washington, DC 20006



REGIONAL COALITION OF LANL COMMUNITIES

City of Española – Los Alamos County – Rio Arriba County – Santa Fe County
City of Santa Fe – Taos County – Town of Taos – Ohkay Owingeh – Pueblo of Jemez

MEMORANDUM

Date: March 20, 2017

TO: Brian Bosshardt, Los Alamos County, Fiscal Agent

From: Andrea Romero, Executive Director

Subject: Request for Travel Reimbursement – Councilor Peter Ives, City of Santa Fe; Commissioner Robert Anaya, Santa Fe County

Background

From February 20-24, 2017 the RCLC traveled to Washington, DC for meetings with Congress and Department of Energy officials and a conference with the Energy Communities Alliance.

Two individuals traveled with the RCLC on behalf of their respective governments, Councilor Peter Ives, City of Santa Fe, and Commissioner Robert Anaya, Santa Fe County. Attached you'll find reimbursement requests to Andrea Romero Consulting who will issue payment to RCLC representatives Peter Ives and Robert Anaya upon approval.

Because the request for reimbursement is requested to the aforementioned individuals, it would be appropriate for Andrea Romero Consulting to issue payment in a timely fashion versus having to receive separate approval from the Coalition to issue

I have personally vetted and pre-approved both of the reimbursement requests attached. As per any receipts not attached, I will defer to the meal per diem policy in our Travel Policy (12-03) document.

Councilor Ives is requesting: \$1,317.04
Commissioner Anaya is requesting: ~~\$1,536.44~~
Total Reimbursement Request: \$2,853.48

OKAY TO PAY
TO ANDREA
BAB

Recommended Action:

I recommend approving reimbursement to Andrea Romero Consulting so as to ensure she can issue payment to Peter Ives and Robert Anaya.

On Tue, Feb 7, 2017 at 8:30 AM, Bosshardt, Brian <brian.bosshardt@lacnm.us> wrote:

Good morning, Andrea. My apologies for the delay in getting to this.

I will submit the monthly contract amount to Commissioner Roybal for his approval to pay. We need to make a modification to the reimbursement request. The federal mileage reimbursement rate has decreased to .535. Please make that change and resubmit and we will get it paid. There is also a typo in the request for the Sprouts receipt. It should read \$50.01. I'd make that change by hand and get it paid but given the other changes we might as well fix it too. Also, we need some kind of documentation on the \$725.52 reimbursement credit. In the

EXHIBIT S

event of an audit there should be something included that explains what it is above and beyond a line on a spreadsheet. Thanks.

- Brian