

CITY OF LOVINGTON
REGULAR MEETING OF THE CITY COMMISSION

Monday, April 8, 2024 5:30 PM
TO BE HELD AT 214 SOUTH LOVE STREET

AGENDA

Notice of this meeting has been given to the public in compliance with Section 10-15-4 NMSA 1978

OPEN MEETING

Call To Order

Roll Call

Invocation-Commissioner Lizabeth White

Pledge of Allegiance and Zia- Commissioner Lizabeth White

Approval of Agenda

Consideration of Minutes - March 25, 2024

COMMISSIONERS AND STAFF REPORT

PUBLIC COMMENT

NON-ACTION ITEMS

- Discussion of RFPs Received for Insurance Broker-David Miranda
- Discussion of Paramedicine Program-Agreement between Nor-Lea and LFD/EMS-David Shaw

ACTION ITEMS

- Resolution 2024-027 - Appoint New Mayor Pro-Tem
- Resolution 2024-029 - Approve RFP Packet - Audit Services
- Resolution 2024-030 - Appoint Alternate Municipal Judges
- Finance Report and Accounts Payable

CLOSED SESSION

- Pursuant to Section 10-15-1 NMSA 1978, Subsection H-2 regarding limited personnel matters: City Manager Evaluation

OPEN SESSION

- Resolution 2024-031 - City Manager Approval of Salary Increase

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk at 575-396-2884 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-396-2884 if a summary or other type of accessible format is needed 72 HOURS PRIOR TO THE MEETING.

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 4/8/2024



Item Type: Information

SUBJECT: Discussion of RFPs Received for Insurance Broker-David Miranda
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 4/1/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

RFPs received were:
Golden-Reid Insurance
McAnally Wilkins Insurance
Gold River Insurance

Golden-Reid and McAnally Wilkins are recommended by the evaluation committee to give a presentation.

New Mexico Self-Insurers' Fund, who carries the City of Lovington's Workers Compensation Insurance, will give a presentation.

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description	Type
Golden-Reid Insurance	Cover Memo
McAnally Wilkins Insurance	Cover Memo

City of Lovington
214 S. Love Avenue
Lovington, New Mexico
88260-4219



PRESENTED BY:

Reid Insurance Group Inc & Golden Insurance Agency, PC



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In Response To: City of Lovington Proposal #2024-002

Submitted by: Reid Insurance Group Inc / Golden Insurance Agency PC

Insurance Broker Services

Reid Insurance Group Inc & Golden Insurance Agency P.C.

Reid Insurance Group, Inc. which is an affiliate of Golden Insurance Agency, P.C. are both long time local insurance agencies. Reid has been in Lovington since the 1940's, going back to Lester Alston, then Mike Hartgraves, Stacy Reid and now Robert Golden.

Golden Insurance Agency has had an office in Lovington since 1990. We have been servicing the people of Lovington and Lea County for thirty plus years.

We represent the most advantageous insurance markets for the City of Lovington. Some of these markets are Travelers, Great American, Liberty Mutual, AmWins, Philadelphia, and Munich. These markets can offer the lowest cost, the best coverage, the best service, and all are very strong financially. These companies can be looked up online at the AM Best Ratings Website.

With the support of these select insurance markets, Reid Insurance Group will assist in preparing underwriting data as required by insurers. Our knowledgeable staff will complete applications, supplements, and other forms in order to get the City of Lovington the best quote possible.

As a local agent, we will be able to assist the City of Lovington in a timely manner. We will also be offering recommendations to have better coverages and possibly save money. We understand that most policies come due July 1st and we will continue to verify the accuracy and adequacy of your policies. When possible, we will have proposals presented 60 days prior to inception or renewal date. We will earnestly try to comply with the needs of the City Commissioners at any time. We have the support of our insurance markets and their services, such as Loss Control, Safety Inspections and Recommendations. We have Safety Personnel with our companies to assist City Management to help ensure the safety of its employees. Our insurance markets have attorneys to advise and assist the City and its personnel. We have the expertise to do on site assessments. Reid Insurance is dedicated to providing excellent service for all your insurance needs.



Policy Services

As your local insurance agent, Reid Insurance Group Inc is familiar with the City of Lovington's various insurance policies. We are fully prepared to service these policies going forward. We are very familiar with Environmental Impairment Liability as well as General Liability, Law Enforcement coverages and your Errors and Omissions policies. We are prepared to make recommendations on these lines to give better coverages and save premium. Reid Insurance Group has the ability and expertise to analyze losses, evaluate self-insurance alternatives versus commercial insurance. We can assist with insurance records and evaluate third-party administrators. Overall, Reid Insurance Group is prepared to assist the City of Lovington with all their insurance needs.

Broker Qualifications

Licensing Requirements

All personnel, Robert D. Golden, Rosie (Rosales) Hargrove, Martha A. Kalas and Robert J. "Cole" Golden are licensed in the State of New Mexico. Reid Insurance Group, Inc and Golden Insurance Agency, PC are licensed in New Mexico (Licenses enclosed).

E&O Coverage

Errors and Omissions Insurance Certificate is enclosed.

Technical Competence

Reid Insurance Group has the technology to be competent with all insurance companies. Our computer systems are mainly HP Desktop Computers operating with Windows 11. Our agency management system is AMS360, 2023R version. Our personnel also utilize Adobe Acrobat and all Microsoft Office applications including but not limited to Word and Excel. All our agents and account managers are proficiently trained. Robert Golden, Cole Golden, Rosie Hargrove and Martha Kalas are available almost 24/7. These local professionals will be assigned to service your account. The City of Lovington will have our cell phone numbers and emails made available. We also have well trained assistants that will also be involved in the clerical service of your account when necessary.



Public Entity Experience

Robert Golden has had experience working with the City of Artesia in the mid 1980's. We also insure the Town of Tatum. We have been involved with their insurance program for the past two years. Mr. Golden has been involved for the past two years working with City of Lovington. Rosie Hargrove has also been involved with servicing the City's Account. Others in our agencies have also contributed to ensure that your coverage are current and correct.

Agency Capability

Reid Insurance Group and Golden Insurance Agency have Fifteen million in premium volume. We are strong with our insurance markets. We strive to be the best in our business. We are constantly educating ourselves in the new and ever-changing coverages of the insurance industry. We are constantly learning about our clients' needs and striving to offer the best service possible.

Resumes of key personnel are included: Robert D. Golden, Robert J. "Cole" Golden, Rosie (Rosales) Hargrove and Martha A. Kalas will be assigned to service the City's account and provide the best service possible. See all inclusions at the end of the proposal.

Our Mission Statement

Golden Insurance Agency PC & Reid Insurance Group's mission is to provide quality and competitive services to our clients with honesty and integrity. The main keys to success are to attain steady sales growth, provide outstanding customer service, engage competitive markets, customer retention and uphold a superior reputation.

Our core values are:

- Professionalism: We set the standard with an unwavering commitment to excellence.
- Relationships: We nurture relationships built on trust, integrity, honesty and mutual respect.
- Service: We are passionate about service; we are hands-on, collaborative and innovative.
- Balance: Our environment encourages a balance of work, family and community.
- Results: We constantly strive for profitable growth.



Conceptual Proposal

Description of Coverages

Below is a description of coverages requested for the City of Lovington and why these coverages are needed.

Environmental Impairment Liability Coverage is needed when there are exposures for environmental risks from pollution exposures, as well as any pollution legal liability and cleanup costs they may incur.

The **Commercial Package Policy** as described here will consist of the Properties and Miscellaneous Equipment owned by the insured. This coverage is important as physical damage can occur to either equipment or buildings. These coverages also helps as equipment owned changes annually and property costs will fluctuate significantly from year to year.

General Liability coverage is essential for operations of the municipality. The scope of this line of business deals with damages or injury not caused by any motorized vehicle. When a person is injured or property is damaged by the negligence and or carelessness of a municipality or one of its agencies, there is a claim for damages. This coverage will help defend and cover against these types of claims.

Employee Benefit Liability is a Directors and Officers liability coverage that will address liability for actual or alleged Errors and Omissions in the Administration of a Member's Employee Benefit Program. This coverage is essential for the decision making exposure for the insured.

Law Enforcement Liability insurance provides coverage for bodily injury, personal injury or property damage caused by a wrongful act committed by or on behalf of a public entity while conducting law enforcement activities or operations. This coverage is a necessity for any public entity that has a law enforcement exposure.

Public Entity Management Liability insurance provides coverage for a loss caused by a wrongful act committed while conducting duties by or on behalf of a public entity. This coverage is essential for the municipality when it comes to Elected or Appointed Officials.

Public Entity Employment Related Practices. Employment practices liability insurance helps provide coverage for employment-related claims involving allegations of discrimination, harassment, retaliation, unfair discipline, wrongful hiring/termination, supervision, demotion, failure to promote, misrepresentation, defamation, libel and slander. This a specific coverage important to any municipality operation.



Auto Liability coverage provides liability coverage for the vast fleet of municipal owned vehicles. Including law enforcement and city officials designated autos.

Auto Physical Damage. This coverage applies to the Comprehensive (also known as "OTC") and Collision coverages needed for the physical damage to a municipality's auto fleet.

Volunteer Accident Policy. This Coverage is needed for Volunteer Employees of any Municipality dealing with any physical or psychological injuries received while performing their duties for the municipality. This particular coverage is provided on the Workers Compensation policy.

Description of Issues & Needs

Environmental Impairment Liability Coverage is needed when there are exposures for environmental risks from pollution exposures, as well as any pollution legal liability and cleanup costs they might face. The City of Lovington currently has exposures in this area due to the City Landfill and the Water Treatment facilities.

The markets that we will use to provide coverage for the previous listed coverages to address the City's needs are listed in Order.

- Travelers
- Great American
- Liberty
- AM WINS
- NM Mutual
- Philadelphia
- Munich

All listed markets are admitted in the state of New Mexico. Our local Agency is appointed with all listed markets. All markets are A+ Rated.

Most of these coverages are specific. They need to be specific as to cover the Municipality's important needs for operation. Our agency will make certain that we maintain and monitor as to not have any gaps in the coverages listed.

Pollution coverage and the clean up costs is the major factor when discussing this coverage. It is important that we have the coverage for the Land Fill and Water Treatment facilities and discuss any other cause for concern dealing with Environmental Impairment Liability.

To make sure this coverage is placed properly we would like have our Loss Control Experts help determine further action.



Golden and Reid Agency locally provide Claims Account Specialists, Loss Control, Safety Inspection and any legal advice. These services are free of charge and are provided when requested. We can assist in the evaluation of determining if there are any self insurance alternatives available. We have experience and expertise in the Local Government coverages.

The current Workers Compensation Policy is an area we would like to discuss as we have found some alternatives that may suit the City's needs more adequately in regard to pricing and coverage.

As the current agent our commissions are based solely with the carriers who supply the coverage needed for the City of Lovington. We do not have a surcharge or any compensation from the City. We will negotiate on behalf of the City with the carriers for the best price to provide the coverage that will protect the City and its employees.



Reid Insurance Group, Inc
423 SOUTH MAIN STREET
LOVINGTON NM 88260

License No: 1800003500

State of New Mexico

NPN: 7257081

OFFICE OF THE SUPERINTENDENT OF INSURANCE

Reid Insurance Group, Inc

423 SOUTH MAIN STREET
LOVINGTON NM 88260

This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below.

LICENSE/REGISTRATION	LICENSE ISSUE DATE	LICENSE EXPIRATION DATE	LINE OF AUTHORITY
Insurance Producer	03/01/2024	02/28/2026	Accident and Health or Sickness, Casualty, Life, Property

This qualification shall remain in effect until the expiration date, when applicable, unless previously suspended, revoked or terminated pursuant to the law and regulations in force.

to validate the accuracy of this license you may review the same at
<https://sbs.naic.org/solar-external-lookup/>

Alice T. Kane

Alice T. Kane
Superintendent of Insurance

Golden Insurance Agency, PC
PO BOX 1780
ARTESIA NM 88211-1780

License No: 1800008789

State of New Mexico

NPN: 16681128

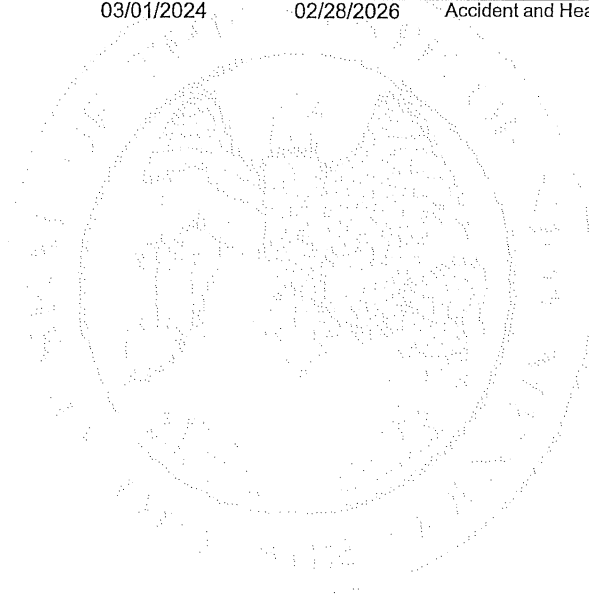
OFFICE OF THE SUPERINTENDENT OF INSURANCE

Golden Insurance Agency, PC

1901 W MAIN
ARTESIA NM 88210

This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below.

LICENSE/REGISTRATION	LICENSE		LINE OF AUTHORITY
	ISSUE DATE	EXPIRATION DATE	
Insurance Producer	03/01/2024	02/28/2026	Accident and Health or Sickness, Casualty, Life, Property



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Alice T. Kere
Alice T. Kere
Superintendent of Insurance

Robert D. Golden

(575) 748-5552

rob@goldeninspc.com


Education

- ❖ High School: Snyder High School, Snyder, TX, graduated 1967
- ❖ College: Southwestern Oklahoma State University. Graduated 1972 with BS in Education
- ❖ Licensed Insurance Agent with Texas Farm Bureau Insurance – 1973
- ❖ Life Underwriting Training Council Fellow (LUTCF) – 1978
- ❖ Certified Insurance Counselor (CIC) - 1994
- ❖ Licensed Insurance Agent in New Mexico since 1975
- ❖ Specialize Education in Commercial Lines since 1985
- ❖ Continuing Education hours of study 1,500+ hours

Employment

- ❖ 2014 to Present - Golden Insurance Agency, PC
 - Purchased Reid Insurance Group, Inc. 07/01/2022
- ❖ 1987 to 2014 - Co-Owner with Letcher, Golden & Associates, Inc.
- ❖ 1980 to 1987 - Bob Ferguson, Inc.
- ❖ 1975 to 1980 - New Mexico Farm Bureau Insurance
- ❖ 1973 to 1975 - Texas Farm Bureau Insurance

Robert Dale Golden
GOLDEN INSURANCE AGENCY P.C.
PO BOX 1780
ARTESIA NM 88211-1780

License No: 1317407	State of New Mexico	NPN: 1317407
OFFICE OF THE SUPERINTENDENT OF INSURANCE		
Robert Dale Golden		
GOLDEN INSURANCE AGENCY P.C.		
1901 W MAIN ST		
ARTESIA NM 88210-3718		
This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below.		
LICENSE/REGISTRATION	LICENSE ISSUE DATE	LICENSE EXPIRATION DATE
Insurance Producer	11/01/2023	10/31/2025
Surplus Line Broker	11/01/2021	10/31/2023
LINE OF AUTHORITY		
Accident and Health or Sickness, Casualty, Life, Property		
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 Alice T. Kane Superintendent of Insurance		

License No: 1317407 State of New Mexico NPN: 1317407

OFFICE OF THE SUPERINTENDENT OF INSURANCE

Robert Dale Golden

GOLDEN INSURANCE AGENCY P.C.
1901 W MAIN ST
ARTESIA NM 88210-3718

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LICENSE/REGISTRATION	LICENSE ISSUE DATE	LICENSE EXPIRATION DATE	LINE OF AUTHORITY
Insurance Producer	11/01/2023	10/31/2025	Accident and Health or Sickness, Casualty, Life, Property
Surplus Line Broker	11/01/2021	10/31/2023	

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Alice T. Kane
Superintendent of Insurance

Cole Golden

8062399835 | cole@goldeninspc.com

SUMMARY

Experienced in the Insurance Industry for 11+ years. Have had over 100+ hours of Continuing Education. Knowledgeable Customer Service Representative with experience in Claims, Risk Management, Account Management, Loss Control and Liability Assessment.

SKILLS

- Data Analysis
- Market Research
- Customer Service
- Risk Management
- Operations Management
- Sales Leadership
- Client Relationship Building
- Policy and procedure development
- Account Management
- Market trends and analysis
- Customer Education

EXPERIENCE

Vice President, Golden and Reid Insurance , November 2012-Current

- Developed and executed strategic plans to support the vision of the organization.
- Formulated policies that improved operational efficiency and productivity.
- Provided oversight of all departments in order to ensure smooth operation of daily activities.
- Collaborated with executive team members on major decisions regarding company-wide initiatives.
- Analyzed market trends to identify opportunities for growth within existing markets or new ones.
- Ensured compliance with federal, state and local laws related to employment practices.
- Identified problems and implemented solutions to better streamline operations.
- Delivered strategic input into business decisions and deals.
- Networked with industry contacts to gain competitive insights and inform best practices.

EDUCATION AND TRAINING

Bachelor of Arts

Texas Tech University, Lubbock TX May 2012

CERTIFICATIONS

- P&C Licensed Agent in New Mexico, Texas and Oklahoma.

Robert John Golden
1417 8TH ST
SHALLOWATER TX 79363

License No: 17237003	State of New Mexico	NPN: 17237003
OFFICE OF THE SUPERINTENDENT OF INSURANCE		
Robert John Golden		
6845 82ND ST STE 101 LUBBOCK TX 79424		
This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below.		
LICENSE/REGISTRATION	LICENSE ISSUE DATE	LICENSE EXPIRATION DATE
Insurance Producer	04/01/2023	03/31/2025
		LINE OF AUTHORITY
		Casualty, Property
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Alice T. Kane
Alice T. Kane
Superintendent of Insurance

License No: 17237003 State of New Mexico NPN: 17237003

OFFICE OF THE SUPERINTENDENT OF INSURANCE

Robert John Golden

6845 82ND ST STE 101
LUBBOCK TX 79424

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LICENSE/REGISTRATION	LICENSE ISSUE DATE	LICENSE EXPIRATION DATE	LINE OF AUTHORITY
Insurance Producer	04/01/2023	03/31/2025	Casualty, Property

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Alice T. Kane
Alice T. Kane
Superintendent of Insurance

Martha A Kalas
510 N 8TH STREET
ARTESIA NM 88210

License No: 15469737	State of New Mexico	NPN: 15469737
OFFICE OF THE SUPERINTENDENT OF INSURANCE		
Martha A Kalas GOLDEN INSURANCE AGENCY PC 1901 W MAIN/ PO BOX 1780 ARTESIA NM 88211-1780		
This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below:		
LICENSE/REGISTRATION	LICENSE ISSUE DATE	EXPIRATION DATE
Insurance Producer	12/01/2023	11/30/2025
		LINE OF AUTHORITY
		Casualty, Property
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License No: 15469737

State of New Mexico

NPN: 15469737

OFFICE OF THE SUPERINTENDENT OF INSURANCE

Martha A Kalas

GOLDEN INSURANCE AGENCY PC
1901 W MAIN/ PO BOX 1780
ARTESIA NM 88211-1780

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Insurance Producer	12/01/2023	11/30/2025	Casualty, Property

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Alice T. Kase
Alice T. Kase
Superintendent of Insurance

Martha A. Kalas

Employment History

- 01/2014 – Current *Golden Insurance Agency P.C.* *Artesia, NM*
Account Manager – Responsible for checking accuracy of policy information in Agency Management System as compared to policy information from carrier, entering applications for new clients, issuing certificates for insured's, updating application information, submitting applications to carriers, answering multi-line phone system, filing, sorting and distributing mail and any other assigned duties.
- 05/2004 – 12/2013 *Letcher, Golden & Associates, Inc.* *Artesia, NM*
CSR Assistant & Account Manager – Responsible for checking accuracy of policy information in AMS360 Agency Management System as compared to policy information from carrier, entering applications for new clients, issuing certificates for insured's, updating application information, submitting applications to carriers, answering multi-line phone system, filing, sorting and distributing mail and any other assigned duties.
- 12/2000 – 08/2003 *Kalas Computer Magic* *Gallup, NM*
Owner – Installed hardware and software; wrote custom software packages; modified report formats and data entry screens for several clients. Responsible for tracking Time & Attendance, invoice and billing of current clients and scheduling appointments for new clients and other office duties required to keep customers satisfied with work performed on their computer systems.
- 09/1990 – 09/1994 *Army & Air Force Exchange Service* *Albuquerque, NM*
RPOS Computer Operator – Responsible for in-store computers; VDT's; printers and accessory equipment. Performed various clerical & administrative duties related to merchandise scanners, price ticket printers and validated equipment maintenance as billable and non-billable. Maintained security protocols for the safeguard of AAFES computer equipment and stored data. Assisted in training supervisors in computer room procedures. Updated and maintained files, reports, and records for Time & Attendance software. From 09/1993 to 05/1994, I developed and taught a computer workshop for store personnel. I taught several workshops a week that familiarized personnel with the inner workings of a computer and usage of several software packages. When my supervisor was transferred, I was no longer able to teach these workshops.
- 01/1989 – 09/1989 *UNM-Computer Department* *Albuquerque, NM*
Computer Diagramming Assistant – Assisted in diagramming the network system flow at UNM. Assisted in installing several software packages and helped my supervisor with diagramming software flow of data.
- 01/1988 – 01/1989 *Albuquerque T-VI – Computer Lab* *Albuquerque, NM*
Student Programming Consultant – Helped other students debug programs, helped other students use the MUSIC and VSE systems; answered questions about coding and support documents. Worked twenty hours a week through work-study program, attended school full-time and answered questions while not on duty.
- 09/1986 – 12/1987 *UNM – Occupational Therapy Dept.* *Albuquerque, NM*
Data Entry Operator – Responsible for entering raw data to produce daily, weekly, and monthly reports to monitor radiation exposure for hospital personnel.

09/1981 – 07/1986

Artesia, Hobbs & Albuquerque, NM

During this period, except for my year as a Foreign Exchange Student, I worked various jobs including but not limited to:

- University of New Mexico – several Work/Study positions, mostly cashiering
- McDonalds – Cashier
- Burger King – Cashier
- Taco Villa – Cook & Cashier
- Artesia Drive-In Theater – Cook & Cashier
- Land of the Sun Movie Theater – Concession & Ticket Sales

Education

Albuquerque Technical-Vocational Institute

Albuquerque, NM

- Data Processing Certificate. Graduated December 1989

University of New Mexico

Albuquerque, NM

- International Business Relations Course Study. Attended 2 years.

Acadêmico Limierense

Limiera, São Paulo, Brazil

- Attended as a Rotary Exchange Student.

Artesia High School

Artesia, NM

- High School Diploma. Graduated May 1982

Awards Received

- **Albuquerque T-VI** – Vice President's Honor Roll every term, graduated with a cumulative 3.962 GPA
- **AAFES** – RPOS Computer Operator Training: Outstanding Achievement; received for passing the RPOS Computer Operations Training with the highest score on completion exam for training session.

Rosalinda Rosales
1207 BROWNING RD
LOVINGTON NM 88260

License No: 17057399	State of New Mexico	NPN: 17057399
OFFICE OF THE SUPERINTENDENT OF INSURANCE		
Rosalinda Rosales		
GOLDEN INSURANCE AGENCY PC		
830 W AVE D/ PO BOX 460		
LOVINGTON NM 88260		
This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below.		
<u>LICENSE/REGISTRATION</u>	<u>LICENSE ISSUE DATE</u>	<u>LICENSE EXPIRATION DATE</u>
Insurance Producer	11/01/2023	10/31/2025
		<u>LINE OF AUTHORITY</u>
		Casualty, Property
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to validate the accuracy of this license you may review the same at https://sbs.naic.org/solar-external-lookup/		

License No: 17057399 State of New Mexico NPN: 17057399

OFFICE OF THE SUPERINTENDENT OF INSURANCE

Rosalinda Rosales

GOLDEN INSURANCE AGENCY PC
830 W AVE D/ PO BOX 460
LOVINGTON NM 88260

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Insurance Producer	11/01/2023	10/31/2025	Casualty, Property

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<https://sbs.naic.org/solar-external-lookup/>

Alice T. Kinn
Alice T. Kinn
Superintendent of Insurance

Rosalinda Hargrove
1207 Browning Rd.
Lovington, NM 88260
(575)390-1130

A high achiever and successful decision maker. Willing to go above and beyond the call of duty to ensure completion of tasks. Eager to learn new skills and trades for the better of my future endeavors. Excellent oral and written communication skills.

Golden Insurance Agency PC
Lovington, NM
June 2011 – Present

Licensed Personal and Commercial Lines Agent

License no: 17057399

- Licensed in Property, Casualty
- Authorized to transact auto, home, flood, and Commercial policies.

Leavell Insurance Inc.
Hobbs, NM
Aug. 2009 – June 2011

Insurance Agent

- Selling and negotiating insurance policies that match the needs of clients
- Attracting new clients and answering their questions
- Making sure all legal requirements and documentation are met
- Tracking claims and ensuring customers satisfaction
- Developing marketing tactics and payment metho

Basic Energy Services
Hobbs, NM
Oct.2004 – Aug. 2009

Office Assistant/Billing Clerk

- High achiever of exceptional customer service by direct contact or by phone with customers, vendors and personnel
- Responsible for submittal of job quotes and sales orders.
- Maintain company database by entering and verifying accurate invoicing, delivery tickets, accounts receivable, accounts payable, purchase orders, and payroll.
- Monthly and weekly reporting of inventory and company financials.
- Ensure completion of pre-employment paperwork and documentation; Assist new and existing employees with healthcare and benefits procedures.
- Maintain compliance fo all safety procedures and guidelines.

New Mexico Junior College
Hobbs, NM
Sep. 1994 – Oct. 2004

Technical Assistant for Job Placement/Financial Aid Services

- Coordinate and execute financial aid workshops for parents and students.
- Host monthly workshops to recruit and engage Adult GED classes.
- Responsible for posting student work study job announcements and scholarship information.
- Maintained and scheduled seminar rooms for upcoming events.
- Supervised student support personnel.



152 3rd Avenue South, Suite 101
Edmonds, WA 98020
Ph: (425) 774-2237
www.rtspecialty.com

23690331

CONFIRMATION OF INSURANCE

January 3, 2024

PIA Pacific Northwest Services Corp
Kim Cottrell
3205 NE 78th St Ste 104
Vancouver, WA 98665

FROM: Anne Brennan for Anne Brennan

I am pleased to confirm that your Professional Liability Full Program Insurance has been bound pursuant to your request. The attached Confirmation of Insurance will serve as evidence of coverage until the Insurance carrier issues the policy. This Insurance document summarizes the policy referenced below and is not intended to reflect all the terms and conditions or exclusions of the referenced policy. In the event of a claim, coverage will be determined by the referenced policy, subject to all the terms, exclusions and conditions of the policy. Moreover, the information contained in this document reflects bound coverage as of the effective date of the referenced policy and does not include subsequent changes by the insurer or changes in the applicable rates for taxes or governmental fees.

NAMED INSURED:	Golden Insurance Agency P.C. P.O.Box 1780 Artesia, NM 88211	
PRIMARY RISK ADDRESS:	1901 W Main Artesia, NM 88210	
COVERAGE:	Professional Liability Full Program	
INSURER:	Kinsale Insurance Company - Non-Admitted	
POLICY NUMBER:	0100174398-2	
POLICY TERM:	1/1/2024 - 1/1/2025	
POLICY PREMIUM:	\$16,000.00	
FEES:	Policy Fee - Carrier	\$150.00
	Brokerage Fee	\$500.00
	TOTAL FEES:	\$650.00
SURPLUS LINES TAX:	Surplus Lines Tax	\$500.00
	TOTAL TAXES:	\$500.00
TOTAL:	\$17,150.00	

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: X

RSG Specialty, LLC - Edmonds, WA - Anne Brennan

BINDER

RE: Golden Insurance Agency PC
PO Box 1780
Artesia, NM 88211

Policy:0100174398-2
Date:01/03/2024
Renewal of Policy:0100174398-1

This binder contains an outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued. The policy contains the full and complete agreement with regards to coverage. Please review this binder thoroughly and notify the Company immediately of any inaccuracies or discrepancies.

Company: Kinsale Insurance Company

Policy Term: 01/01/2024 - 01/01/2025

Coverage Form: Insurance Agents Professional Liability - Claims Made and Reported

Retro Date: 01/01/2022

Limits:	
Each Claim	\$2,000,000
Aggregate Limit	\$2,000,000
Deductible:	
Each Claim Deductible	\$15,000
Privacy Breach Deductible	\$1,000
Additional Coverages:	
Privacy Breach Coverage	\$15,000
Premium	\$16,000
Company Fees	\$150
Total Due at Inception	\$16,150

Minimum Earned Premium	25.00%
Minimum Deposit Premium	100.00%
ERP Terms:	
12 Months at 100.0% of Annual Premium	
24 Months at 150.0% of Annual Premium	
36 Months at 175.0% of Annual Premium	
ERP Premium is a % of annual premium plus any premium adjustments by endorsement. See your policy for complete details. If purchased, a reduced commission will apply to the ERP premium.	

Company Fees are fully earned.
Premium is 100.00% minimum and deposit.
Taxes, fees and surcharges are the responsibility of the broker.

If this binder indicates the policy would be subject to audit, the initial premium charged is estimated and considered a deposit premium, the final premium charged for the policy will be determined by audit based on the actual risk exposure during the policy term. Audit will take place at the end of the policy term or upon policy cancellation.

Class Description

Insurance Agents & Brokers

Policy Highlights - please review policy for complete details

Insolvency Coverage - INS2001

Condition Precedent:

This binder is conditioned on our receipt and approval of the materials listed below. We may rescind this binder if we do not receive, review and approve in writing these materials. Further, this binder is strictly conditioned upon there being no material change in the risk between the date of the binder and the effective date of the policy. If we determine that a material change has occurred, we may modify the terms of this binder, including rescinding it altogether.

Comments:

INS2005 - \$100,000/\$100,000 limit applies.

Policy Form and Endorsements:

INS1000-0110 - Insurance Agents Professional Liability Declarations
ADF9013-0323 - Notice - Where To Report A Claim
ADF4001-0110 - Schedule of Forms
INS0001-0817 - Insurance Agents and Brokers Professional Liability Policy
INS2001-0110 - Insolvency Coverage Endorsement
INS2005-0813 - Uninsured/Underinsured Motorist Coverage Related Claims - Sub-Limit
PRO2005-0114 - Awareness Provision Endorsement
PRO2011-0515 - Privacy Breach Expense Reimbursement Endorsement
PRO2018-0622 - Separate Retroactive Date For Each Named Insured (Reid Insurance Group Inc; Retro Date: 7/1/2022)
PRO4002-0310 - BI-Lateral Extended Reporting Period
INS3000-1123 - Insurance Agent and Broker Limitations - Sale or Servicing of Certain Products and Clients
PRO3012-0913 - Exclusion - Non Qualified Benefit Plans
PRO3015-0515 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
PRO3018-1220 - Exclusion - Communicable Disease
PRO3019-0123 - Exclusion - Designated Incident (Westport claim #020181407221; CITA claim #611738; Kinsale claim #00029301)
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
ADF9049-0823 - Notice of Privacy Policy

THIS BINDER IS FOR A CLAIMS MADE AND REPORTED POLICY. THE COVERAGE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD AND BE REPORTED IN WRITING TO THE COMPANY WITHIN THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD, IF APPLICABLE. IF YOUR POLICY PERMITS REPORTING OF INCIDENTS, INCIDENTS MUST BE REPORTED WITHIN THE POLICY PERIOD. PLEASE REFER TO SECTION VIII-ADDITIONAL TIME IN WHICH TO REPORT CLAIMS FIRST MADE AT THE END OF THE POLICY PERIOD. THE LIMIT OF INSURANCE MAY BE REDUCED BY PAYMENT OF DAMAGES AND DEFENSE COSTS. PLEASE READ THE ENTIRE POLICY CAREFULLY.



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23690331

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

A handwritten signature in cursive script, appearing to read "K. J. Ly".

Authorized Representative



152 3rd Avenue South, Suite 101
Edmonds, WA 98020
Ph: (425) 774-2237
www.rtspecialty.com

23690331

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15 U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the Insured's Home State for our records. The applicable law (if any) of the Home State governing cancellation or non-renewal of non-admitted Insurance, including whether any such laws apply to non-admitted risks, shall apply to this Policy.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Insurance Agency 3205 NE 78th St Ste 104 Vancouver WA 98665-0695		CONTACT NAME: Kimberly Cottrell PHONE (A/C, No, Ext): (360) 671-7100 FAX (A/C, No): (360) 671-7600 E-MAIL ADDRESS: klmcottrell@plawest.com
INSURED Golden Insurance Agency PC PO Box 1780 Artesia NM 88211		INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL241300789

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	Professional Liability Claims Made and Reported			0100174398-2	01/01/2024	01/01/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Evidence of Insurance Only
Additional Named Insured: Reld Insurance Group Inc; Retro Date 7-1-22**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COPY



City of Lovington, NM

Response to Request for Proposal (RFP) No. 2024-002
Insurance Broker

March 25, 2024 | 10:00 AM (MDT)

McAnally Wilkins Insurance, an Alliant Company
Contact: Shane Weathers, Partner
432.685.9300

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A. Letter of Transmittal

A. A letter of transmittal, which includes the following information: Name, address, telephone and FAX number of business; Name of the primary contact and email address; Authorized signature and title of offeror; Date of proposal; and, Statement that the offeror has the ability to provide the services requested and will comply with the contract terms and conditions set forth in this Request for Proposal, if awarded a contract.

March 25, 2024

Melissa Boydston, Chief Procurement Officer
City of Lovington, Finance Office
214 S Love Street
Lovington, New Mexico 88260

Response to Request for Proposal (RFP) No. 2024-002 Insurance Broker

Dear Ms. Boydston,

On behalf of McAnally Wilkins Insurance, an Alliant Company (Alliant), we are pleased to submit our response to the referenced solicitation for insurance brokerage and risk management consulting services. Our response highlights the depth of our public sector experience, as well as our desire to partner with the City of Lovington, (City).

Alliant is the nation's leading public entity-focused insurance brokerage firm and has a long history of providing property insurance brokerage and risk consulting services to large US public entities. Our list of 10,000 public entity clients confirms our abilities as the recognized industry leader. We are proud of the accomplishments they represent. We are committed to our reputation as an aggressive broker working diligently to meet our client's needs. As a result of this client-centric approach, our **retention rate is 98%**—a testament to our superior service and delivery processes.

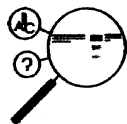
We confirm our ability to perform the scope of work as outlined in the solicitation and will comply with the contract terms and conditions as set for. Our depth of experience, seasoned staff and client-centric service model eliminates any learning curve and allows us to hit the ground running.

Throughout our response, we will demonstrate numerous areas where we bring significant value to the City:

Dedicated Public Entity Practice



Alliant is proud of our long industry tenure and leading position in serving our Public Entity clients including counties like Los Angeles County, CA, Prince William County, NM, Wake County, NC, and King County, WA, as well as Texas-based entities like the City of Austin, TASB Risk Management Fund, City of Bryan, and the State Office of Risk Management (State of Texas), among others. We continue to heavily invest in this sector and have a highly experienced team of more than 225 associates **exclusively dedicated** to the public entity community.



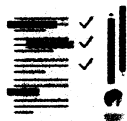
Hyper Focused Service

We will thoroughly review and gain an understanding of the City's operations, goals, risk profile and exposures. We will embrace the service commitment associated with the City and exceed your expectations in every engagement.



Industry Leading Analytics

Alliant's modeling and analytic tools will provide the City with clear projected results, giving you the knowledge and insight you need to make informed decisions regarding all aspects of your property program.



Collaborative Marketing Approach that Enhances Market Relationships

The County and Alliant will develop proactive, long term strategic planning and goals. We will embrace and foster strong relationships in the insurance market that will provide stable and supportive program options.



Global Market Access and Transparency

Our unique structure allows us the best access to the global insurance market through the utilization of the very best resources and intellectual capital available in the industry. Unlike many of our competitors, Alliant **does not own** domestic or foreign wholesalers and intermediaries, therefore we do not collect any compensation "on the back end" and will work with our choice of third-party firms, aligning with those who are the best fit for the City.



Unwavering Commitment to Superior Claims & Risk Control Advocacy

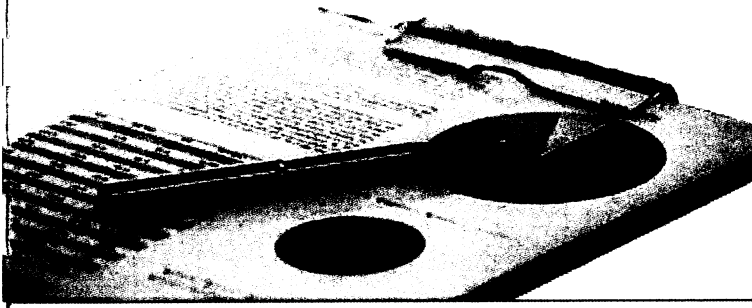
Through our seasoned team of claims professionals, we will drive successful outcomes and recoveries associated with catastrophic property losses. This will also involve pre-loss planning and constant communication with all stakeholders during all phases of a catastrophic event.

As a partner in McAnally Wilkins, I, Shane Weathers, confirm my ability to sign on behalf of the firm. Either myself or Carleen Patterson can be contacted regarding this response. We look forward to discussing our proposal with you.

Sincerely,

Shane Weathers
Partner
(o) 432-685-9300
(m) 830-377-7489
shane@mcanallywilkins.com

Carleen Patterson, ARM-P, CIC, CRM
Senior Vice President
(o) 214-273-3117
(m) 214-973-9811
carleen.patterson@alliant.com



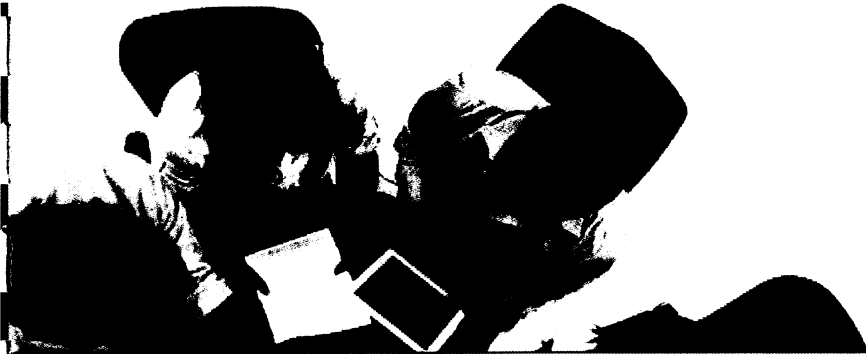
B. Evidence of Licensing

B. Evidence that you are an insurance broker currently licensed in the State of New Mexico. Are there any restrictions on this license? If so, what are they? Submit a copy of Errors and omissions insurance on your firm in the amount of not less than \$1,000,000.

Our firm meets or exceeds this requirement

See Appendix A for copies of Alliant's New Mexico license.

See Appendix B for Evidence of Errors & Omissions insurance in excess of \$1,000,000.



C. Proposed Primary Contacts and D. Experience

C. Identify the person who will be the primary contract contact for the City and if different, the person who will market the insurance coverage for the City and if different, the person who will provide the administrative and policy services. (Only identify people who will actively work on the City's account.)

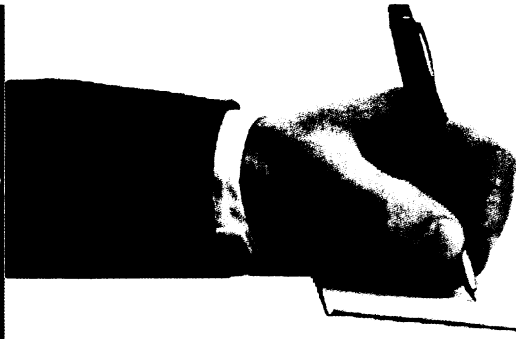
D. For each person identified above, list that person's (a) primary work location, (b) any experience that person has had in providing the services listed above, (c) the experience of each person in working with public entities and (d) a resume on each person

Carleen Patterson will serve as the City's primary contact and will work closely with and Rick Pray, when marketing, placing, and providing administrative and policy services to the City. Carleen and Rick will work closely with Shane Weathers, who will serve as a local contact

The following table summarizes Carleen Patterson's and Rick Pray's qualifications:

	Carleen Patterson	Rick Pray
Team Role:	Lead Broker/Primary Contact	Account Executive
Primary Work Location:	Dallas, TX	Houston, TX
Number of public entity clients	17	12
Type of public entity clients	City/State/County/Higher Education/Pool/K-12/Airports	City, County, K-12 clients
Number of other clients	0	0
Length of time with Agency/Company	+4	+2
Length of career in Insurance or Risk Management	+30	+14
Professional/Associate Designations	ARM-P, CIC, CRM	MBA

See Section G for complete resumes for all proposed team members.



E. References

E. For the primary contact, please identify the major public entity accounts currently serviced by this person. For each account, please identify what coverages the primary contact provides. Please provide a contact person for each account that the City may contact.

Carleen Patterson currently provides services to the following clients:

- › City of Austin, TX
- › City of Bryan, TX
- › City of College Station, TX
- › Bryan Texas Utilities
- › City of Shreveport, LA
- › Caddo Parish School Board
- › Lafayette Parish School Board
- › St. Charles Parish School District
- › San Antonio Water System
- › Prince William County, NM
- › Fairfax Public Schools, NM
- › Prince William Fire & Rescue Services
- › Montgomery County, OH
- › State of Ohio
- › Katy Independent School District
- › Maricopa Community College District

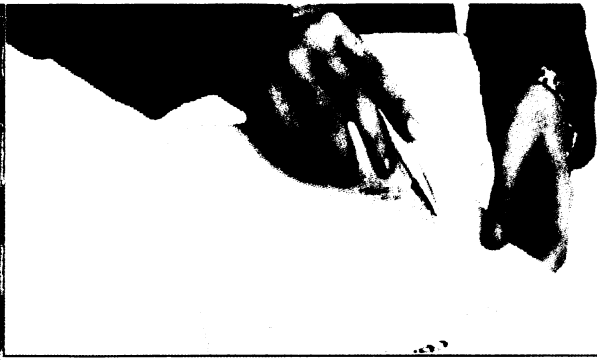
References include:

Lesley Ward
Risk Manager
City of Bryan, TX
(o) 979-209-5050
lward@bryantx.gov

Tom Dark
City Manager
City of Shreveport, LA
318-673-5061
Tom.Dark@shreveportla.gov

Lori Gray
Assistant Finance Director for Risk & Wellness
Prince William County, NM
703-792-6754
lgray@pwcgov.org

Nancy Pietsch
Director of Risk Management
Fairfax County Public Schools
571-423-3645
nbpietsch@fcps.edu



F. Market Access

F. Provide information on access to insurance markets that provide coverage for: (a) Environmental Impairment Liability Coverage (b) Public entity liability insurance, (c) Commercial Package, (d) General Liability, (e) Employee Benefit Liability, (f) Law Enforcement Liability, (g) Public Entity Management Liability, (h) Auto Liability, (i) Auto Physical Damage (j) Volunteer Accident Policy

Market Access

Our marketing philosophy and strategy are tailored for each client and focused on their unique needs. Once we have established the goals for the renewal with our client, we match those goals with our knowledge of the marketplace. We then look to leverage any existing relationships the client might have in the marketplace coupled with our market relationships to achieve the best results. We do understand the importance of consistency and would look to the relationships you have with your current markets. Often, there are good reasons to maintain these relationships if they are viewed as “good partners” in the past. Additionally, we will identify key markets with aggressive pricing and broad terms.

Comprehensive marketing routinely forces incumbent carriers to reduce their premiums; however, one must weigh the balance of “over-exercising” the market to one’s detriment and obtaining pricing that is reflective of current market conditions. While we expect carrier terms and conditions to reflect the market, we also realize that constantly changing carriers based on pricing can be dangerous for continuity of coverage and in forging long term relationships that can be extremely beneficial under hard market conditions.

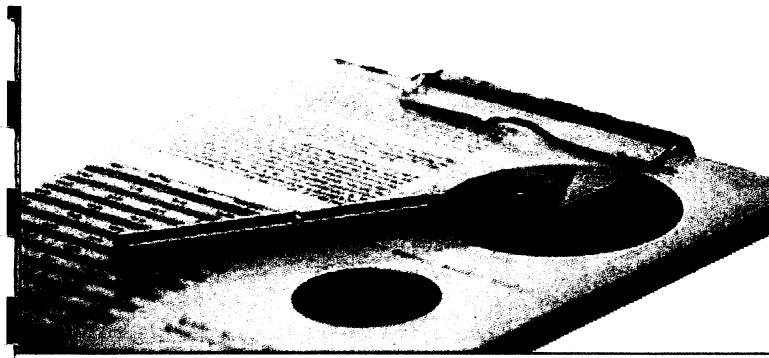
Alliant places over \$34B in premium volume with over 2,500 carriers (including domestic and overseas). The Alliant Public Entity and Education practice is responsible for placing roughly \$2.3 billion in premium for our clients in both the domestic market and with international markets.

To illustrate our market clout, the following table provides 2023 premium volume for our ten largest carrier partners by premium volume:

RANK	CARRIERS	2023 PREMIUM	A.M. BEST RATING
1	Chubb Limited	1.380B	A+XV
2	Lloyd's of London	1.361B	A
3	Berkshire Hathaway Inc.	1.271M	A++
4	The Travelers Companies, Inc.	821.9M	A++
5	Munich Reinsurance Company	673.3M	A+
6	Zurich Insurance Group Ltd	638.7M	A+
7	Fairfax Financial	615.5M	AXV
8	Liberty Mutual Group	613.9M	A
9	American International Group, Inc.	544.9M	A
10	Progressive Corporation	483.1M	A+
11	AXA S.A.	418.1M	A+
12	Starr International Company, Inc.	401.7M	A
13	Tokio Marine Group	392.1M	A++
14	Markel Group Inc.	340.3M	A
15	W. R. Berkley Corporation	332.7M	A+
16	CNA Insurance Companies	309.9M	A+
17	Hartford Financial Services Group, Inc.	296.2M	A+
18	American Financial Group, Inc.	268.5M	A-
19	Everest Group, Ltd.	255.3M	A+
20	SOMPO Japan Insurance Inc.	220.1M	A+
21	Arch Capital Group Ltd.	213.9M	A+
22	Allianz SE	197.6M	A+
23	Factory Mutual Insurance Company	194.3M	A+
24	Old Republic International Corporation	188.8M	A+
25	QBE Insurance Group Limited	175.7M	A

What differentiates us from our competition is not just the access, but also our notable position within the market itself. With decades of relevant experience in the public sector, we have developed strong relationships with major global markets within the insurance industry. No other firm brings the depth of public entity and education brokerage experience, as well as the volume of insurance premium placements to bear in the service of our clientele. As a result, our relationships with underwriters working on public entity and educational risks are second to none.

See **Section G, Item 1.25** for additional information regarding our market access.



G. Description of Services

G. An in-depth description of the services to be provided and how your company will fulfill the City's needs per the Scope of Work section. Any service that cannot be provided should be noted and if the Offer is going to use a subcontractor to provide the service, describe the sub-contractor that will be hired to fulfill the obligation. Offeror is responsible for the sub-contractor qualifications and performance. The Offeror is particularly encouraged to address all points that will be evaluated as described in the evaluation criteria (in numerical order). If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

Alliant confirms that no subcontractor will be used in the performance of this contract. All services will be provided by Alliant staff.

Following are specific responses to each item in the Scope of Work:

1. Insurance Broker Services shall include:

- Timely and unbiased information regarding the most advantageous insurance markets from the standpoint of cost, service, coverage and financial stability.
- Assistance in the preparation of underwriting data required by insurers.
- Market insurance policies requested by the City and present all reasonable offers in a timely manner along with the recommendations of the Broker.
- Place all coverage as approved by the City. Note: Almost all policies of insurance below have a July 1st anniversary date.
- Verifying the accuracy and adequacy of all Policies, endorsements and invoices.
- Where possible, price and coverage proposals 60 days prior to inception or renewal. Some coverage may require approval of the Board of City Commissioners that meets twice monthly and items for their consideration need to be submitted four weeks in advance.
- Consultation and brokerage services to assist the City as agreed upon.
- This may be a multi-term contract for up to four years.

Alliant acknowledges and agrees. Alliant has developed a formal process for providing services and marketing our client's program. This process, has been developed through our years of experience and is fully customizable to suit each client's individual needs.

Defined Client Service and Marketing Process

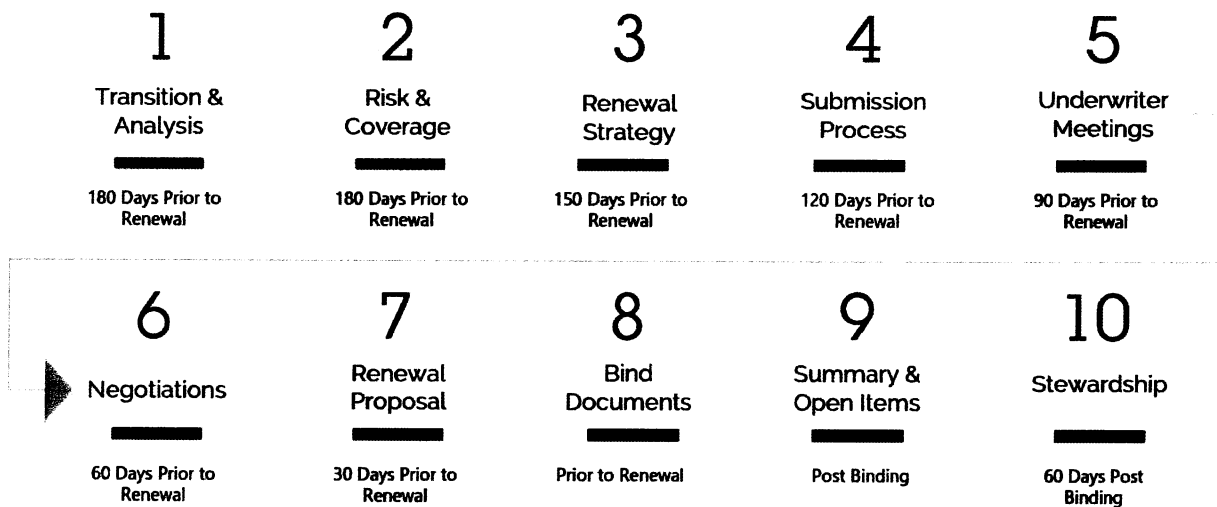
We do not engage a "one-size fits all" methodology and will work closely with the City to build an approach that fits all items required in your Scope of Work. The Alliant approach provides consistency in quality service, checkpoints, and timelines for monitoring our jointly agreed service standards, ensuring the appropriate planning occurs well in advance of the expiration date. In addition, we use Quality Committees to continuously monitor the implementation of these best practice standards.



G. Description of Services

Purposefully, **Transition & Analysis** is **Step 1** of our process. Transition can be cause for angst, and we follow a detailed plan to ensure a seamless transition. Our transition approach includes an in-depth risk management analysis, in addition to service and marketing activities. This may sometimes occur after placing critical upcoming renewals, but it is always preferred to occur well in advance of that need.

What follows is an illustration of our Defined Marketing Process, with each step containing a detailed explanation along the way.



1
Transition & Analysis
180 Days Prior to Renewal

Transition Plan/Analytics & Diagnostics (180 Days Prior to Renewal)

Once the City appoints Alliant as Broker of Record, the first step is always to transition the workflow away from the current broker. Having a formal transition plan enables Alliant to efficiently transfer responsibilities and frees up time and capacity for Alliant to focus our efforts on structuring your upcoming renewal program. Once officially appointed we can begin our work immediately, including coordination of domestic and international intermediaries, if required.

The City needs a broker who understands you on a personal level. Your appetite for risk, experience with certain insurers, risk management goals, and overall risk philosophy is something we will incorporate into our overall client service plan.

2
Risk & Coverage
180 Days Prior to Renewal

Risk & Coverage Profile (180 Days Prior to Renewal)

We will develop a Risk Profile unique to the City. We will compare this Risk Profile to your current insurance coverage to determine any serious or unanticipated gaps that exist, review the retentions and insurance limits, and provide you with a report outlining

G. Description of Services

3

Renewal
Strategy

150 Days Prior to
Renewal

our observations and recommendations. We will also review your schedule of values and perform modeling to ensure appropriate limits are being purchased.

Renewal Strategy Meeting (150 Days Prior to Renewal)

At least 150 days before major renewal date(s), we will coordinate a Renewal Strategy Meeting to:

- › Review our Risk and Coverage Analysis, the resultant Risk Profile, and the adequacy of your current insurance portfolio.
- › Discuss recent renewal results for similar clients.
- › Provide an analysis of viable underwriter alternatives, their capacity, and deductible preferences.
- › Obtain your thoughts on the desirability of any particular market, i.e., your past history with that carrier, the carrier's financial rating, etc.
- › Provide renewal pricing ranges.
- › Suggest a renewal timeline and renewal options.
- › Update the City on the current insurance market.

Our goal is to provide you with a concise report outlining our mutually agreed upon game plan.

4

Submission
Process

120 Days Prior to
Renewal

Underwriting Submission & Presentation (120 Days Prior to Renewal)

The underwriting submissions we prepare are unrivaled in our industry. Our responsibility is to portray, with integrity, your unique Risk Profile for each line of coverage. Your underwriters will know that our submission will portray your unique risks and operations correctly, succinctly and in a clear and easily understandable format. We encourage and schedule meetings between you and the underwriters.

Our goal is to distinguish you from your peers, and we do so by creating first class underwriting presentations that demonstrate your unique risk characteristics. We will help you structure the material and provide input and guidance on the graphic representation of your unique results, risks, and operations. The underwriting submission and the underwriter presentation will be available to the market at least 75 days prior to your renewal date.

5

Underwriter
Meetings

90 Days Prior to
Renewal

Underwriter Meetings (90 Days Prior to Renewal)

We will coordinate all underwriter meetings benefiting the City and our renewal strategy. We believe developing personal relationships with your underwriters is critical to a successful renewal. Where possible, we will attempt to schedule these meetings at your office or via virtual meetings, if appropriate.

G. Description of Services

6

Negotiations

60 Days Prior to
Renewal

Negotiations (60 Days Prior to Renewal)

To execute a successful renewal, we must focus on two key areas – market canvassing and the exploration of program structure options. At our Renewal Strategy Meeting, we will have reviewed a list of all possible market alternatives, solicited your input, and agreed to those we want to approach. We will review alternative limit, retention, and coverage structures. We will provide you with weekly renewal updates to keep you informed and to get your feedback and thoughts on underwriter responses.

7

Renewal
Proposal

30 Days Prior to
Renewal

Renewal Proposal & Analysis (30 Days Prior to Renewal)

We are aware that while our clients want to have a bottom line comparison of all renewal alternatives, they also want to know the intricate details of each quotation. Therefore, we prepare a formal renewal proposal featuring both an Executive Summary and a detailed Coverage Analysis section. This section will detail and highlight any coverage enhancements or reductions, as well as our recommendations. Our analysis will help you make a more educated renewal decision. Our team will attend and present our renewal proposal to the City staff or Board as required.

8

Bind
Documents

Prior to Renewal

Bind Coverage (Prior to Renewal)

Once you have reviewed your renewal options and have selected an alternative, we will immediately process the following documents, all designed to be completed before your renewal date:

- › Confirmations of Coverage
- › Certificates of Insurance
- › Premium Finance Agreements (if applicable)
- › Claims Reporting Instructions
- › Program Limits Charts

9

Summary &
Open Items

Post Binding

Desk Reference & Open Items Report (Post Binding)

We will create a Desk Reference that includes insurance summaries for each bound coverage, claims reporting instructions, and contact information for your dedicated service team. Our Monthly Open Items Reports and meetings are formalized events helping both us and your underwriters stay focused on unresolved items and allowing us regular opportunities to discuss new risks or operational issues.

10

Stewardship

60 Days Post
Binding

Stewardship Report / Strategic Planning Meeting (60-90 Days Post Binding)

The Stewardship Report and Strategic Planning Meeting are designed to evaluate our performance, review the results of your renewal, discuss any new operations or acquisitions you are contemplating, identify new and emerging risks, update you on recent market conditions/trends, and plan our next renewal strategy meeting.

G. Description of Services

1.1. The Broker shall provide the services listed above for the following policies and activities:

1.1.1 The City purchases an Environmental Impairment Liability policy for various City of Lovington exposures.

1.1.2 The City purchases general liability and law enforcement policies.

1.1.3 The City purchases insurance for errors and omissions for its elected officials and employees.

Alliant acknowledges and agrees. As a full service insurance brokerage and risk management consulting firm, we have access to the global marketplace and will market and place the City's coverages using our Defined Client Service and Marketing Process as outlined in Item 1.

1.1.4 The City may request the broker to provide other insurance related services to include actuarial analysis of city losses, evaluation of self-insurance alternatives to commercial insurance, assistance in recreating historical insurance records and evaluation of third-party administrators. If any of these services are requested, the compensation will be negotiated separately from the compensation in this RFP and will be agreed to in writing and in advance of the work and identified as a change order to this RFP.

1.2 Broker Qualifications Shall Include:

1.2.1 Licensed in the State of New Mexico without any restrictions. **(Mandatory Requirement).**

Alliant meets this qualification. See **Appendix A** for our New Mexico license and confirm it has no restrictions.

1.2.2 Errors and omissions insurance on your firm in the amount of not less than \$1,000,000 **(Mandatory Requirement).**

Alliant exceeds this qualification. See **Appendix B** for our certificate evidencing Errors & Omissions insurance.

1.2.3 Information identifying technical competence of your business that includes the identification, organization, and accessibility of personnel.

Alliant Overview

Our company roots date back to 1925 with the founding of Robert F. Driver Company. Today, Alliant is the leading privately owned strategic risk and insurance advising corporation in the United States. The firm is well adept and hyper-focused on addressing clients' risk management and insurance brokerage consulting needs. Alliant has grown significantly over the last several years and marks our success by aligning our employees on a common mission delivering outstanding client-centric services.

The Alliant ONE P&L structure allows us to serve our clients in a manner that is unmatched by any other broker. We are ONE team. There are no silos by product or separate departments for broking and placement. Alliant's ONE team structure is the cornerstone of our culture, providing our clients with the best brokerage talent

G. Description of Services

managing both specific and complex assignments. Again, being privately-owned allows us build innovative solutions with our clients without unnecessary and unwarranted direction from stock analysts or stockholders.

Alliant Specialty

Alliant is not your average generalist insurance brokerage, we are specialists! With over 1,000 industry specialists in the Alliant Specialty division, Alliant has become one of the world's largest specialty brokers. Alliant Specialty has the expertise, the people, the client connections, the ability, the technology, the analytics, senior level executive insurance company relationships and the momentum to meet your request for a sophisticated, proactive, and collaborative broker who fits with your corporate culture. Each of our Specialty leaders and brokers are available to work with the City and provide you with specialty-driven advice and solutions. The City will have access to all Alliant expertise available regardless of the geographic location.

Servicing Office

Alliant is headquartered in Irvine, California, our state of incorporation. Though our Public Entity Practice spans nationally, we have a strong local presence in Louisiana along with a robust portfolio of major State City clients.

Along with the value in having local representation with Noah Hardie from the Alliant New Orleans Office, our regional and national team of public entity and education specialists delivers a global perspective and connections for the Lovington community. We focus exclusively on what we do best—broking and risk management consultation.

Our business model eliminates geographic boundaries and regional profit centers with no financial restrictions in deploying the best expertise and products for our clients. We collaborate to identify the resources to derive the best solutions for the City. Our goals, as a firm, are reflected in our results which are based upon:

- › A client-first service model.
- › No manufactured corporate/overhead expenses.
- › No geographic conflicts.
- › Industry innovation through proprietary technology products.
- › Flat management structure.
- › Competitive advantage with specialty market expertise.
- › Attraction and retention of high-quality, experienced talent.

ALLIANT CORPORATE HEADQUARTERS

18100 Von Karman Ave., 10th Floor
Irvine, CA 92612

PROPOSED SERVICE OFFICES

16000 N. Dallas Pkwy, Suite 850
Dallas, TX 75248

11200 W County Rd 127
Odessa, TX 79765

G. Description of Services

Accessibility of Your Team

Our corporate structure ensures the City will have 24/7 access to the appropriate resources when you need them. The team chart in section 1.2.5 outlines the proposed team, their role, and location. Our proposed team includes integrated claims and risk control expertise.

1.2.4 Past experience with public entity clients and ability to meet schedules.

Public Entity Experience

Alliant's Public Entity Practice was established in 1977 when our Chairman and CEO, Tom Corbett, opened our Irvine office with the goal of providing highly successful strategies, services, and products for the public sector. Today, Tom Corbett is still involved in the service and brokerage of our public entity clientele and continues to make sure the proper resources are being developed and utilized across the entire public entity practice. His continued involvement with the public sector provides us with a top-down emphasis on our public entity and education clients which is not offered by other firms.

As the dominant public entity broker in the United States, we are privileged to serve over 10,000 clients. This experience and rich history afford us unmatched expertise in supporting all types of government entities. We understand how public entities including higher education are perceived in the insurance marketplace and how the operating environment of these organizations shapes their risk transfer approach and requirements.



\$900B+
Insured Values



225+
Dedicated
Professionals



40+
Years in the Business



National
Leader



Customized
Specialty Programs

Following is a diverse sample list of the clients with whom we partner:

SAMPLE CLIENTS

Cities

- › City of Anaheim, CA
- › City of Ann Arbor, MI
- › City of Austin, TX
- › City of Bryan, TX
- › City of Charlotte, NC
- › City & County of San Francisco, CA
- › City of Sacramento, CA
- › City of Shreveport, LA
- › City of Chicago, IL

Airports/Ports

- › Austin- Bergstrom International Airport, TX
- › Charlotte Douglas International Airport, NC
- › Detroit Metro Airport, MI
- › Indianapolis Airport Authority, IN
- › Jacksonville Port Authority, FL
- › LaGuardia Airport, NY
- › Lee County Port Authority, FL
- › Los Angeles International Airport, CA
- › Metropolitan Airports Commission, MN
- › Naples Airport Authority, FL

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SAMPLE CLIENTS

- › City of Beverly Hills, CA
- › City of Burbank, CA
- › City of Detroit, MI
- › City of Las Vegas, NV
- › City of Long Beach, CA
- › City of Maricopa, AZ
- › City of McAllen, TX
- › City of Naperville, IL
- › City of Norwalk, CT
- › City of Portland, OR
- › Ontario International Airport, CA
- › Port of San Diego, CA
- › Port of Seattle, WA
- › Port of Tacoma, WA
- › Salt Lake City Dept. of Airports, UT
- › Seattle-Tacoma International Airport, WA
- › Tucson Airport Authority, AZ
- › Wayne County Airport Authority, MI

Counties

- › Anne Arundel County, MD
- › Cook County, IL
- › Cuyahoga County, OH
- › Dougherty County, GA
- › DuPage County, IL
- › Harford County, MD
- › Kendall County, IL
- › King County, WA
- › Lake County, IL
- › Mecklenburg County, NC
- › Montgomery County, OH
- › Orange County, NC
- › Pima County, AZ
- › Prince William County, VA
- › Snohomish County, WA
- › Travis County, TX (Cyber)
- › Wake County, NC
- › Will County, IL
- › All 58 Counties in California

K-12 and Higher Education

- › Baltimore County Public Schools, MD
- › Bellevue School District, WA
- › Charlotte Mecklenburg Schools, NC
- › City of Chicago Board of Education, IL
- › Dallas ISD, TX
- › Houston ISD, TX

Pooling

- › Florida School Boards Insurance Trust
- › Minnesota Association of Townships Insurance Trust
- › Mississippi School Boards Association
- › Maryland Association of Board of Education
- › New Jersey School Board Association
- › North Carolina League of Municipalities
- › PRISM-Public Risk Innovation and Solutions Management
- › Public Employer Risk Management Association
- › South Carolina Counties Property & Liability Trust
- › Southwest Agency for Risk Management
- › Texas Association of School Boards Risk Management Fund
- › Virginia Risk Sharing Association

States

- › California
- › Georgia
- › Illinois
- › Maine
- › Maryland
- › Michigan
- › Minnesota
- › Montana
- › Nevada
- › New York



G. Description of Services

SAMPLE CLIENTS

- › Lafayette Parish School Board, LA
- › Michigan State University
- › Fairfax County Public Schools, VA
- › Forsyth County Schools, GA
- › Los Angeles Unified School District, CA
- › Texas A&M University System
- › Texas Tech University System
- › University of California System
- › University of Texas System
- › Ohio
- › South Carolina
- › Texas
- › Utah
- › Virginia
- › Washington
- › Wyoming


1.2.5 Information identifying your firm's capacity and capability to perform the work required by the City, including any specialized services, and resumes of key personnel to be assigned to the City. Access to insurance markets that provide coverage for: (a) Environmental Impairment Liability Coverage (b) Public entity liability insurance, (c) Commercial Package, (d) General Liability, (e) Employee Benefit Liability, (f) Law Enforcement Liability, (g) Public Entity Management Liability, (h) Auto Liability, (i) Auto Physical Damage (j) Volunteer Accident Policy.

We believe Alliant's defining differentiator is our people. The individuals proposed to represent and serve on Travis County's account are deeply committed, incredibly talented, highly creative, and professionally respected members of the insurance community. The brokers selected to be part of the City's team work exclusively with public sector risks and have many years' experience administering insurance and risk management consulting.

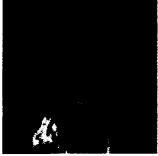




All members of this team meet rigorous standards. They are employed based on proven experience within the public sector and maintain their expertise, keeping up with the latest developments in risk management and trends in the business world at large. We host conferences and seminars as well as publishing information that promotes elevated levels of knowledge among our associates and clients.

Proposed Service Team


Detailed resumes for each team member are included in the following table:

NAME/TITLE/ LOCATION	ACCOUNT ROLE	SIMILAR EXPERIENCE	AREAS OF EXPERTISE
PRIMARY SERVICE TEAM			
 Shane Weathers Partner	Local Contact/Account Oversight	Shane has over 8 years of insurance brokerage experience and specializes in providing customer service. Shane will over see the public entity team and provide local contacts.	› Local contact and will coordinate resources for the City

G. Description of Services

NAME/TITLE/ LOCATION	ACCOUNT ROLE	SIMILAR EXPERIENCE	AREAS OF EXPERTISE
 Carleen C. Patterson Senior Vice President Dallas, TX	Project Lead Public Entity Broker for all lines	<ul style="list-style-type: none"> › City of Bryan, TX › City of Shreveport, LA › City of College Station, TX › Travis County Healthcare District › Lafayette Parish School Board › San Antonio Water System › State of Ohio › City of Austin, TX › Prince William County, NM › Montgomery County, OH 	Public Entity team leader <ul style="list-style-type: none"> › Client service › Total Cost of Risk analysis › Carrier relationships › Marketing property and casualty lines of coverage
 Rick Pray Houston, TX	Account Executive	<ul style="list-style-type: none"> › City of Austin, TX › City of Bryan, TX › City of McAllen, TX › Brownsville Housing Authority › Travis County Healthcare District › Montgomery County, OH › Cuyahoga County, OH 	<ul style="list-style-type: none"> › Day to Day Client Service › Submission Prep/Review › Presentation Prep/Review › Quote/Binder/Policy Review › Allocation Reviews
CLAIMS AND RISK CONTROL CONSULTING			
 Robert Frey Senior Vice President San Francisco, CA	Lead Claims Consultant	All public entity clients as needed	<ul style="list-style-type: none"> › Property claims › Coordination of benefits for large property losses › Claims resolution
 Tim Leech Senior Loss Control Consultant Irvine, CA	Lead Loss Control Consultant	All public entity clients as needed	<ul style="list-style-type: none"> › Engineering › Loss Control › Training
OTHER CONSULTING			
 Kevin Habash Senior Vice President Houston, TX	Analytics Specialist	20 years developing unique analytic models for various industries	<ul style="list-style-type: none"> › Risk analytic assessments › Complex risk modeling › Alternative risk financing program design.

G. Description of Services

NAME/TITLE/ LOCATION	ACCOUNT ROLE	SIMILAR EXPERIENCE	AREAS OF EXPERTISE
 Ali Syed First Vice President San Francisco, CA	CAT Modeling	Many large complex property placements	› CAT Modeling

Additional resources will be available to the City as needed.

Global Market Access

Your Alliant team has access to over 350 markets, both domestic and overseas, and senior team members have established invaluable relationships with the most prominent insurance markets which exist in the industry. The team will utilize every avenue to ensure the City develops and maintains an effective insurance program which meets and exceeds your expectations.

Alliant's preference is to place accounts through insurers in which we are able to access directly, and the majority of the accounts we place are through those direct insurers. However, we do maintain strategic partnerships with wholesale insurance brokers and London brokers which allow us to achieve access to the broadest market. We place a great deal of business through both types of brokerages annually and continue to utilize them as our relationships have proven time and again to benefit our clients.

Our marketing philosophy and strategy are tailored for each client and focused on their unique needs. Once we have established the goals for the renewal with our client, we match those goals with our knowledge of the marketplace. We then look to leverage any existing relationships the client might have in the marketplace coupled with our market relationships to achieve the best results. We do understand the importance of consistency and would look to the relationships you have with your current markets. Often, there are good reasons to maintain these relationships if they are viewed as "good partners" in the past. Additionally, we will identify key markets with aggressive pricing and broad terms.

Comprehensive marketing routinely forces incumbent carriers to reduce their premiums; however, one has to weigh the balance of "over-exercising" the market to one's detriment and obtaining pricing reflective of current market conditions. While we expect carrier terms and conditions to reflect the market, we also realize constantly changing carriers based on pricing can be dangerous for continuity of coverage and in forging long term relationships which can be extremely beneficial under hard market conditions. Given the existing market conditions, annual marketing is necessary to ensure the most cost effective and comprehensive program.

We are tenacious negotiators. Our goal is to develop a strategic marketing plan which fully represents your scope of work and unique risk profile. The overarching theme of this strategy will be to produce a risk transfer program which yields the broadest coverage at an aggressive premium that reduces your total cost of risk. We accomplish this by leveraging our clients' buying power through Alliant's proprietary insurance programs and unmatched

G. Description of Services

market relationships who entertain excess insurance for municipal governments. As we believe in transparency and a co-operative approach, we will ensure to provide you with weekly renewal updates to keep you informed and to get your feedback and thoughts on the underwriters' responses. We strongly encourage meetings between our clients and their underwriters, as this level of personalized attention often will distinguish our clients to the underwriter.

2. Conceptual Proposal:

2.1 Background: To prepare your conceptual proposal, the following information is provided:

- 2.1.1 Environmental Liability Coverage
- 2.1.2 Commercial Package
- 2.1.3 General Liability
- 2.1.4 Employee Benefit Liability
- 2.1.5 Law Enforcement Liability
- 2.1.6 Public Entity Management Liability
- 2.1.7 Public Entity Employment-Related Practices
- 2.1.8 Auto Liability
- 2.1.9 Auto Physical Damage
- 2.1.10 Volunteer Accident Policy

2.2 Conceptual Proposal Shall Include:

2.2.1 A description of the issues that the City needs to address in placing insurance for Environmental Impairment Liability Coverage. As part of that description proposals shall:

- 2.2.1.1 Identify the markets that you would approach in order of your preference.
- 2.2.1.2 For each market, indicate whether the insurer is admitted in New Mexico.
- 2.2.1.3 Indicate any variations in the broadness of the coverages offered by these markets.
- 2.2.1.4 Identify the major coverages, exclusions and conditions associated with the coverage forms.
- 2.2.1.5 Identify any additional issues you would suggest the City of Lovington consider when purchasing this coverage.

It is Alliant's practice to access markets directly whenever possible unless there is a strategic reason not to do so. Intermediaries are used selectively where direct access is not allowed, such as the London, European and Bermuda market or with certain domestic surplus lines underwriters.

It is also important to know that our parent company, Alliant Holdings, LLC, has **no financial or any other interest** in any wholesale insurance or reinsurance broker and/or agency; managing general agent, insurance, or underwriter, or any other form of alternative risk or intermediary, including captives that would be used to provide any services included in this solicitation.

We believe this unique position allows us to approach the global insurance capacity with only the best interest of our clients and without bias towards driving revenue to related entities. Many of our competitors own intermediaries (domestic, international or both) and use those entities to drive additional revenue to their firm.

G. Description of Services

Domestically, when an intermediary is required, we primarily partner with Amwins, CRC, and RT Specialty to place coverage on behalf of our clients. We will utilize the intermediary who we believe has the access, specialty, and level of confidence to act as a partner in our efforts to place the most comprehensive, cost-effective insurance program on behalf of our clients.

For access to the London, European and Bermuda markets, we frequently partner with Howden, Price Forbes, and BMS, depending on the client and line of coverage. These third party intermediaries have an independent mindset and will leave no market untouched in the search for critical capacity for our clients.

Potential Carrier Participants

The following table provides a sample list of carriers we would anticipate approaching on the City's behalf and our reasons for each. Please note this list is **not** all-inclusive and a more comprehensive list will be developed as part of our Renewal Strategy discussions.

Carrier	Access	Contact*	Competitive Advantage
General Liability (including Auto/General/Professional)/Auto Physical Damage			
Genesis/	Direct	Confidential	<ul style="list-style-type: none">Familiar with NM tort-20+ yearsAppetite for well-run municipal risksFlexible attachment points\$10M in capacity
Old Republic/	Direct	Confidential	<ul style="list-style-type: none">Familiar with NM tortAppetite for municipal risksFlexible attachment points
MunichRe	Direct	Confidential	<ul style="list-style-type: none">Familiar with NM tortAppetite for municipal risksFlexible attachment points
Safety National	Direct	Confidential	<ul style="list-style-type: none">Familiar with NM tortAppetite for municipal risksFlexible attachment points(Disadvantage-only writes casualty in support of XSWC)
Travelers	Direct		<ul style="list-style-type: none">Familiar with NM tortAppetite for municipal risksFlexible attachment points
Various	Direct Amwins BMS	We anticipate approaching the other domestic and global insurance markets to capitalize on individual carrier capacity and appetites. Below are other markets we would consider approaching, in no order. <ul style="list-style-type: none">› Chubb› AIG/Lexington› Lloyds of London› Indian Harbor› AWAC› Great American› Philadelphia› PRISM› Travelers› Wright Specialty	
Crime			
National Union	Direct	Confidential	<ul style="list-style-type: none">Incumbent relationshipAIG writes the Alliant Crime program so we can leverage better terms & pricing

G. Description of Services

Carrier	Access	Contact*	Competitive Advantage
Travelers	Direct	Confidential	<ul style="list-style-type: none"> ▪ Coverage form ▪ Pricing ▪ Appetite for municipal risks
Chubb	Direct	Confidential	<ul style="list-style-type: none"> ▪ Appetite ▪ Pricing ▪ Coverage form
Environmental			
Chubb	Direct	Confidential	<ul style="list-style-type: none"> ▪ Competitive form ▪ Available limits ▪ Leader in this class ▪ Carrier strength ▪ Appetite ▪ Pricing
Zurich	Direct	Confidential	<ul style="list-style-type: none"> ▪ Interest in this class ▪ Experience in this class
Westchester	Direct	Confidential	<ul style="list-style-type: none"> ▪ Experience In this class ▪ Financial strength
Aegis	Direct	Confidential	<ul style="list-style-type: none"> ▪ Competitive form ▪ Available limits ▪ Leader in this class ▪ Carrier strength ▪ Appetite ▪ Pricing
AXA XL	Direct	Confidential	<ul style="list-style-type: none"> ▪ Limits available ▪ Financial strength
Fiduciary			
Hudson	Euclid	Confidential	<ul style="list-style-type: none"> ▪ Competitive form ▪ Available limits ▪ Leader in this class ▪ Carrier strength ▪ Appetite ▪ Pricing ▪ Exclusive Alliant program
Coaction	Direct	Confidential	<ul style="list-style-type: none"> ▪ Interest in this class ▪ Carrier strength
RLI	Direct	Confidential	<ul style="list-style-type: none"> ▪ Interest in this class ▪ Experience in this class
Westchester	Direct	Confidential	<ul style="list-style-type: none"> ▪ Experience In this class ▪ Financial strength
AXA XL	Direct	Confidential	<ul style="list-style-type: none"> ▪ Limits available ▪ Financial strength
Markel	ULICO	Confidential	<ul style="list-style-type: none"> ▪ Specialized program managed by ULICO
Cyber Liability			

G. Description of Services

Carrier	Access	Contact*	Competitive Advantage
Beazley	Direct	Confidential	<ul style="list-style-type: none"> ▪ Coverage form ▪ Pricing ▪ Flexible retentions ▪ Available services
Cowbell	Amwins	Confidential	<ul style="list-style-type: none"> ▪ Form ▪ Sublimits available ▪ Pricing
Chubb	Direct	Confidential	<ul style="list-style-type: none"> ▪ Form ▪ Sublimits ▪ Pricing
Great American	Amwins	Confidential	<ul style="list-style-type: none"> ▪ Form ▪ Sublimits available ▪ Pricing
AXA XL	Direct	Confidential	<ul style="list-style-type: none"> ▪ Form ▪ Sublimits ▪ Pricing
Crum & Forster	Amwins	Confidential	<ul style="list-style-type: none"> ▪ Form ▪ Sublimits available ▪ Pricing
Tokio Marine	Amwins	Confidential	<ul style="list-style-type: none"> ▪ Appetite ▪ Form ▪ Sublimits available ▪ Pricing
Volunteer Accident			
National Union	Direct	Confidential	<ul style="list-style-type: none"> ▪ Incumbent relationship ▪ Appetite for this risk ▪ Specialized form ▪ Large book of business ▪ Pricing
Chubb	Direct	Confidential	<ul style="list-style-type: none"> ▪ Appetite for this risk ▪ Specialized form ▪ Large book of business ▪ Pricing
Hartford	Direct	Confidential	<ul style="list-style-type: none"> ▪ Appetite for this risk ▪ Specialized form ▪ Large book of business ▪ Pricing

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2.2.2 Explain other insurance related services you can provide to include actuarial analysis of City of Lovington losses, evaluation of self-insurance alternatives to commercial insurance, assistance in recreating historical insurance records and evaluation of third-party administrators, expertise in substantive areas of local government services.

As a full service insurance brokerage and risk management consulting firm, we offer a full range of services. Below is a sample list of services available to the City:

SERVICE	DETAILS
Risk Assessments	Various
Claims Consulting	Coordinate carrier claim reviews, distribute loss data, and discuss outstanding claim issues with the City and carrier, perform claim audits, assist in TPA selection and evaluation, among other claim services.
Actuarial/analytics	Our team can perform loss projections and actuarial reports to ensure appropriate attachment points as well as confirm funding for future losses.
Training – Webinar, In Person	Various and can be customized to meet the needs of the City. A few examples of recent trainings we've done for clients include: <ol style="list-style-type: none"> 1. Insurance Requirements in Contracts. 2. Actuarial Analysis and Determining your Self-Insured Retention State of the Market.
Manuals	Sample manuals available upon request to assist you in preparing and updating your own internal manuals.
Contract Review	We recognize that contract review is a vital role within the City. One aspect of our job as broker will be to review the insurance language within contracts and to make recommendations on appropriate coverage and wording. In addition, as needed, we will review documents received from vendors to determine compliance with the contract requirements.
Benchmarking	Alliant often prepares benchmarking studies for our clients. Most of these studies combine information from our large client base, information from our carrier partners and industry available information. They include benchmarking comparison of retentions, limits, premium ratios, losses, program costs, and program structure.
Magic 24	24 hour access to all team members, 24 hour maximum response time to inquiries, 24 hour maximum turn-around for certificate issuance (weekdays).

G. Description of Services

SERVICE	DETAILS
Claims Advocacy	Various services including: Assist in resolving coverage and claims issues, assist in coverage disputes, coordinate insurer claims meetings, serve as a claims advocate with insurance carriers, alternative financing markets and applicable state and federal agencies.
Standard Broker Services	Broker services include but are not limited to: Attending meetings, assisting with applications/submission preparation, preparing underwriting submissions/presentations and meetings, negotiations with markets and providing updates to the City. policy review and servicing. providing budget estimates.
Seminars	Alliant hosts a variety of seminars. For example, we recently held one for clients in conjunction with a carrier, Beazley, to address Privacy Breach Liability/Risk.
IRIC Manual	Our IRIC Manual is available electronically for all of our clients and details recommended insurance requirements for vendors working with public entities. The manual provides guidance to your staff involved in securing contracts with a variety of contractors and vendors.
Surveys	One of the benefits of having a large public entity client base is the ability to poll multiple entities for feedback on handling of similar issues.
Technology	<p>Alliant Connect – Interactive, easy to use web portal created specifically and recently launched for our public entity clients.</p> <ol style="list-style-type: none"> 1. Password protected, 24/7 access to your insurance policy documents. 2. Loss Control assistance via our video library and loss control fact sheets. 3. Integration with other Alliant proprietary systems, such as Oasys-Net. 4. Transparent view into your insurance activities, including summary information for your various policies listed at-a-glance and renewal applications and related documents. <p>Oasys Net – Our property schedule database program, OASYS-Net, encourages our clients to maintain accurate and detailed information by automating much of the process. Preapproved users can make changes directly to the database, which are simultaneously available to Alliant for review and discussion.</p>

G. Description of Services

SERVICE	DETAILS
Appraisals	We have partnered with appraisal firms and negotiated below market rates for all our clients to take advantage of when having appraisals performed. *Included for properties valued over \$5M for APIP members.
Probable Maximum Loss Studies	PML studies are often run on clients purchasing property insurance and are used to determine what the probable maximum loss potential is for a variety of perils.
Infrared Surveys	Detects electrical problems such as faulty fuses, loose wires and overloaded circuits.
Safety Video Streaming	Various
Live Webinar Training	Archived webinars for unlimited playback.
Safety Fact Sheet and Template Database	Access to hundreds of documents, power points and templates on a variety of property and safety topics.
Risk Control Newsletter	Quarterly News Letter: Topics range from accident forensics, benefits of infrared surveys, roof inspections, crime prevention, OSHA, claims and many others.
Preliminary Risk Assessments & Surveys	Various

2.2.3 The only coverage City of Lovington has with the **New Mexico Municipal League Self Insurer's Fund** is a Workers Compensation policy. If you have this coverage at a better rate, please feel free to include an offer in your proposal.

Historically, municipal pools offer very competitive rates with very low retention options. The standard insurance market is pushing for higher deductibles or retentions for municipal risks, especially when public safety is involved. As part of our annual renewal strategy, we will discuss the current workers compensation market and determine if we should market the program.

Market Disruptors

- › Opioids
- › Mental Health
- › Aging Workforce
- › Medical Cost Inflation

G. Description of Services

- › Cancer & PTSD Presumptions
- › Workplace Violence
- › Medical Service Delays
- › Out of State Exposure

Workers' Compensation Leading Concerns

These are the trends to watch and other factor considerations:

- › Increase in state legislative bills filed for Presumptive and PTSD benefits.
- › Opioid Epidemic.
- › Data analytics and AI emerging in claims handling.
- › Increased severity of workplace injuries.
- › Mental health exposures.
- › Medical marijuana.
- › Increasing Payroll's impact on premium.
- › Wage inflation's impact on premiums & Medical Expense Inflation.
- › Underwriter Concerns: Per Occurrence exposure to CAT loss; rate adequacy; changes in the labor market.
- › Remote Work: out of State employees & impact on productivity and compliance.
- › Investment yield on long tail coverage.

H. Proposed Fee

H. Provide a fee schedule that includes all fees described in section 2.3, Compensation, of this RFP.

- 2.3** *The City of Lovington prefers a fixed percentage commission from the carrier paid by the insurers for the services in this RFP. To the extent that commissions may be part of your compensation, explain how they will be disclosed. All fees, commissions, and contingent fee arrangements with insurers used by the broker on this account, must be disclosed. Propose as specific of a compensation level as possible and identify what factors may affect it. The City expects to negotiate the final scope of services and compensation with the successful broker.*

Alliant acknowledges and agrees. We propose a flat 10% commission for all placements which will be disclosed to the City in our renewal proposal document.

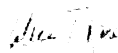
With regard to any other fees or commissions, please refer to **Appendix D—Disclosure Language** for details regarding “opt out” provisions.

Appendix

- Appendix A - Evidence of New Mexico Licensing
- Appendix B - Evidence of Errors and Omissions Insurance
- Appendix C – Disclosures
- Appendix D—Required Submittals

Appendix A—Evidence of NM Licensing

Alliant Insurance Services, Inc.
PO BOX 120670
SAN DIEGO CA 92101-0670

License No: 1800001958	State of New Mexico	NPN: 784013
OFFICE OF THE SUPERINTENDENT OF INSURANCE		
Alliant Insurance Services, Inc.		
701 B STREET, 6TH FLOOR SAN DIEGO CA 92101		
This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below.		
LICENSE/REGISTRATION	LICENSE ISSUE DATE	LICENSE EXPIRATION DATE
Insurance Producer	03/01/2024	02/28/2026
Surplus Line Broker	03/01/2024	02/28/2026
LINE OF AUTHORITY		
Accident and Health or Sickness, Casualty, Life, Property		
This qualification shall remain in effect until the expiration date, when applicable, unless previously suspended, revoked or terminated pursuant to the law and regulations in force.		
to validate the accuracy of this license you may review the same at https://sbs.naic.org/solar-external-lookup/		
 Shirley E. Galt Superintendent of Insurance		

Appendix B—Evidence of Errors & Omission Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		ALLIHL-01 MRODRIGUEZ			
				DATE (MM/DD/YYYY) 11/27/2023			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER License # 0C36861 Alliant Insurance Services, Inc.		CONTACT NAME: michele.rodriguez@alliant.com PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:					
INSURED Alliant Holdings, LP c/o Alliant Insurance Services, Inc. 18100 Von Karman, 10th Floor Irvine, CA 92612		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A: Evanston Insurance Company		35378			
		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSUR. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURER (M/D)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPOP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA ACCIDENT)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED* (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Prof. Liability		MKL V7PL0006120	12/15/2023	12/15/2024	Each Claim/Aggregate	\$10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This is a Claims Made Policy. Evidence of Insurance.							
CERTIFICATE HOLDER				CANCELLATION			
For informational purposes only				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE			

ACORD 25 (2016/03)

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Appendix C—Disclosures

- A. Surplus Lines Fees and Taxes.** In certain circumstances, placement of insurance services made by Alliant Insurance Services, Inc. ("Alliant") on behalf of a client, with the prior approval of that client, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to the client and identified separately on invoices covering these placements. The client shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced. Alliant shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from the client.
- B. Third Party Brokers.** Alliant may determine from time to time that it is necessary or appropriate to utilize the services of third-party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the insurance programs of a client. These third-party brokers may be affiliates of Alliant (e.g., other companies of Alliant that provide services other than those included within the scope of services covered in this proposal), or may be unrelated third party brokers. Compensation to such third-party brokers will not be part of Alliant's fee.
- C. Indirect Income.** "INDIRECT INCOME" means insurance carrier contingency arrangements. Alliant will accept these compensation incentives from insurers, if any, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of a client. Alliant producers who solicit, negotiate, or place insurance products, or services for clients, do not negotiate indirect income agreements with the carriers, nor do they receive any portion of the indirect income paid to Alliant. Nonetheless, the client may opt-out of having its premiums included in the calculation of indirect income by accessing the "opt-out" form from the link on Alliant's website: <http://alliantinsurance.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The "opt out" provision applies only to those accounts served directly by Alliant as a retail agent or broker. It does not apply to account placements for which Alliant's role is that of a wholesaler, MGA, or program administrator working with non-Alliant brokers who represent the client. Indirect Income, if any, is determined by insurance carriers, and if the client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier's discretion.
- D. Alliant Specialty Insurance Services (ASIS).** In addition to the compensation that Alliant receives for providing services to a client, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from Alliant and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to a client. Alliant and ASIS maintain an arm's length relationship. While Alliant represents a client as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.

Appendix D—Required Forms

- Campaign Contribution Disclosure Form
- Veterans/Resident Preference Certification
- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Non-Collusion Affidavit
- Related Parties Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR 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 thing 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 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.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"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.

"Prospective contractor" means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: Board of City of Lovington Commissioners: (Mayor Howard D. Roberts, Mayor Pro-tem David Trujillo, Commissioner Scotty Gandy, Commissioner Scott Boldt, Commissioner Lizabeth White
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	
Relation to Prospective Contractor:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	

(Attach extra pages if necessary)

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.

COPY	MARCH 25, 2024
Signature	Date
SHANE WEATHERS, PARTNER	
Title (Position)	

Veterans / Resident Preference Certification

McAnally Wilkins Inc. an Alliant Company _____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Check one box only:

NOT APPLICABLE

Veteran Resident Businesses:

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

- ☐ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Business Veteran Business Certificate Number: _ _ _ _ _

| COPY |

(Signature of Business Representative)*
Must be an authorized signatory for the Business.

MARCH 25, 2024
(Date)

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

***** A COPY of a valid New Mexico Resident Business or New Mexico Resident Business Certificate with a valid number must be provided in order to receive preference.*****

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

| COPY |

Shane Weathers, Partner

March 25, 2024

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____)

City of Lovington OF _____)

Shane Weathers (name) being first duly sworn, deposes and says

that he/she is (title) Partner

of (organization) McAnally Wilkins, Inc. an Alliant Company

who submits herewith to the City of Lovington, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Lovington, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that City of Lovington, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: Shane Weathers | COPY |

Title. Partner

SUBSCRIBED and sworn to before me this _____ day of _____, 20__

Notary Public: _____

My Commission Expires: _____

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of City Commissioners, elected City of Lovington officials, administration officials, department heads, and key management supervisors with the City of Lovington?

Yes

☒ No

2. Are you, or any officer of your company related to any member of the City Board of Commissioners; elected City of Lovington officials, administration officials, department heads, key management supervisors of the City of Lovington and have you had any of the following transactions since January 1, 2019, to which the City of Lovington was, is to be, a party?

Yes

☒ No

Sales, Purchase or leasing of property?
Receiving, furnishing of goods, services
or facilities?
Commissions or royalty payments

3. Does any member of the Board of City Commissioners; elected City of Lovington officials, administration officials, department heads, key management supervisors with the City of Lovington, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Lovington?

Yes

☒ No

4. At any time from January 1, 2019 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of City Commissioners; elected City of Lovington officials, administration officials, department heads, key management supervisors with the City of Lovington?

Yes

☒ No

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of City of Lovington?

Yes

☒ No

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ | COPY | _____ Date March 25, 2024

(Print Name and Title): Shane Weathers, Partner

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 4/8/2024



Item Type:

SUBJECT: Discussion of Paramedicine Program-Agreement between Nor-Lea and LFD/EMS-
David Shaw
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 4/1/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Continuation of negotiations with Nor-Lea regarding proposed Paramedicine Program.

FISCAL IMPACT:

RECOMMENDATION:

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 4/8/2024



Item Type:

SUBJECT: Resolution 2024-027 - Appoint New Mayor Pro-Tem
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 4/2/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Appointment of new Mayor Pro-Tem

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description

Res 2024-027-Appoint New Pro Tem

Type

Cover Memo

LEA COUNTY, NEW MEXICO
RESOLUTION NO. 2024-027
APPOINT NEW MAYOR PRO-TEM

WHEREAS, the Commissioner David Trujillo has served as Mayor Pro-tem since April 11, 2022;
and

WHEREAS, Commissioner David Trujillo is requesting the Lovington City Commission release him
from the office of Mayor Pro-tem; and

WHEREAS, the Lovington City Commission will honor Commissioner Trujillo's request; and

WHEREAS, the Lovington City Commission will select another Commissioner to serve in the office
of Mayor Pro-tem.

NOW THEREFORE, BE IT RESOLVED by the Lovington City Commission that the City Commission
appoints _____ to the office of Mayor Pro-tem.

DONE THIS 8TH DAY OF APRIL, 2024

City of Lovington New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 4/8/2024



Item Type: Resolution

SUBJECT: Resolution 2024-029 - Approve RFP Packet - Audit Services
DEPARTMENT: City Managers Office
SUBMITTED BY: Annette Cooper
DATE SUBMITTED: 4/2/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Audit Services FY24 RFP will be advertised for at least 10 days, as required by State Law.

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description	Type
RFP Packet-Auditor	Cover Memo
Res 2023-029-Approve Audit RFP Packet	Cover Memo

REQUEST FOR PROPOSALS
COMPREHENSIVE FINANCIAL AUDIT
FOR THE CITY OF LOVINGTON, NEW MEXICO
PROPOSAL NO. 2024-003

The City of Lovington, New Mexico is requesting proposals from qualified offerors interested in furnishing a COMPREHENSIVE FINANCIAL AUDIT. Written proposals will be received by the City of Lovington , New Mexico, at the office of the Chief Procurement Officer in City Hall, 214 S Love St., Lovington, New Mexico 88260, May 6, 2024, 10:00 A.M MST.

Submitted proposals shall not be publicly opened. Any proposals received after that time will be returned unopened. The fact that a proposal was dispatched will not be considered.

Copies of the specifications may be obtained without charge from the office of the Chief Procurement Officer, 214 S Love St., Lovington, NM 88260 or call Melissa Boydston 575-396-9358.

The City Commission will evaluate any recommendations made and will decide whether to forward such recommendations to the State Auditor, who retains final authority to award the audit contract. Offerors may request in writing nondisclosure of confidential data; such data shall accompany the proposal and shall be readily separable from the proposal to facilitate public inspection of all proposals.

In case of ambiguity or lack of clearness in stating proposal prices, the City of Lovington, New Mexico, reserves the right to adopt the most advantageous thereof. The City of Lovington reserves the right to recommend the proposal to the State Auditor deemed to be in the best interest of the City.

CITY OF LOVINGTON, NEW MEXICO

David Miranda, City Manager

Publication Date:

PART I - INSTRUCTIONS TO OFFERORS

1. Sealed proposals will be received by the Chief Procurement Officer of the City of Lovington, New Mexico, in accordance with the Proposal Advertisement. Offerors shall use the proposal form included with the specifications. Proposal forms must bear the signature of the offeror to be considered. Pursuant to NMSA 1978, § 13-1-191.1 (2006), offerors shall complete the attached Campaign Contribution Disclosure form. By submitting a sealed proposal, the Independent Public Auditor (IPA) implies compliance with Generally Accepted Government Auditing Standards (GAGAS) 3.02 and 2.2.2.8 Subsection H of 2.2.2 NMAC. Failure of offerors to complete proposal documents in accordance with all instructions provided is cause for the City of Lovington to reject proposals.
Please submit one (1) original and four (4) copies of your proposal.
2. Proposals must be submitted in a sealed envelope with the outside clearly marked: **PROPOSAL NO. 2024-003 COMPREHENSIVE FINANCIAL AUDIT**. If unable to provide a proposal for this engagement, the IPA is requested to return the proposal packet with the term "NO PROPOSAL" written on the proposal form. The entire REQUEST FOR PROPOSAL is to be returned (or a complete facsimile), not just the proposal form, along with any addenda. In addition, the IPA should include any additional materials which it is felt will prove enlightening as to professional credentials.
3. All proposals are subject to all applicable taxes. Any contracts that include labor or services require that the full amount be subject to the City of Lovington Gross Receipts Tax. Do not include the taxes in the total proposal price. Taxes will be added and paid at time of billing.
4. RFP Amendments: Should any amendment to this Request for Proposals be deemed necessary between issuance of the Request for Proposals and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.
5. Proposals received after the Deadline are non-responsive. Proposals will be reviewed for completeness and compliance with mandatory requirements. If any proposal submitted is deemed non-responsive, the offeror will be notified in writing of such determination.
6. Proposal Evaluation: A selection committee will review each proposal. Points will be allocated as outlined in the evaluation criteria of this RFP to determine a list of finalists which will be forwarded.

7. Award: The City Commission will make a selection from the finalists recommended by the selection committee. The Chief Procurement Officer will then make an award subject to approval by the State Auditor.

The City reserves the right to accept proposals in their entirety, or portions thereof, and to reject any or all proposals and to waive informalities.

PART II - GENERAL INFORMATION

GENERAL PURPOSE

The City of Lovington, New Mexico, has been notified by the New Mexico State Auditor that the 2023/2024 fiscal year audit is to be conducted by an independent public accountant (IPA). The term Certified Public Accountant (CPA) may be used in this proposal instead of IPA. The intended purpose of the REQUEST FOR PROPOSALS is to provide the IPA with the following.

1. A general description of the engagement and requirements of the auditor.
2. A general review of the financial and procedural operations of the City.
3. RFP Schedule (Page 6)
3. Proposal evaluation criteria (Part IV – pages 7-9).
4. Evaluation questionnaire (Pages 10 – 17)
4. An official proposal form (p. 19).

1. GENERAL DESCRIPTION OF ENGAGEMENT AND REQUIREMENTS OF THE AUDITOR

A) Proposals are being requested for a single, agency-wide, comprehensive audit for the period July 1, 2023, through June 30, 2024.

The City of Lovington reserves the right to renew the contract for two (2) additional one (1) year terms at the **same price, terms and conditions as stated on the original proposal**. ALL CONTRACTS ARE SUBJECT TO THE APPROVAL OF THE STATE AUDITOR.

B) Proposals are requested from qualified Independent Public Accountants in good standing, licensed to do business in the State of New Mexico, and listed on the 2024 State Auditor's approved firm list.

C) The final authority to designate the auditor selected rests with the State Auditor. The successful IPA must agree to enter a contract.

D) Auditors submitting proposals are to independently ascertain the nature, scope, and depth of this engagement. In order to assist the IPA in this process, members of the Finance Division will be pleased to provide written responses to written questions; samples of journals and ledgers used; and will conduct tours of physical premises if necessary. Any written question and the response by the City of Lovington will be available upon request to all interested IPA's.

E) This request for Proposals is complete and will not be modified except in writing. Any verbal communications between the IPA, its representatives, and City of Lovington personnel are not to be relied upon in determination of engagement requirements. Any addenda issued must be acknowledged in writing and returned with any proposal submitted.

F) The IPA is expected to have sufficient personnel available to handle all clerical-related duties of the engagement. This means that the IPA should plan on pulling vouchers, checks, and all other documents as required. City personnel will assist as need to perform this function. This also includes filing, in good order, used documents by IPA clerical personnel. All file documents, ledgers and journals belonging to the City of Lovington must remain on site at all times.

G) Familiarity with the following is required:

- 1) OMB Circular A-128
- 2) Federal Single Audit Act
- 3) 2.2.2 NMAC Requirements for Contracting and Conducting Governmental Audits
- 4) GASB Statements published in the Codification of Governmental Accounting and Financial Reporting Standards.
- 5) Any other applicable pronouncements.

All applicable criteria pertaining to audits of local public bodies and specified in the 2.2.2 NMAC Requirements for Contracting and Conducting Governmental Audits is a requirement of this proposal for audit services.

H) Certain supplementary schedules pertaining to federal funds are to be included within the scope of work. Examples of such funds might include the Community Development Block Grant Fund and the Public Transportation Fund.

I) The IPA must provide copies of the annual financial audit report for the State Auditor in accordance with 2.2.2.9 Subsection A Paragraph 3 of 2.2.2 NMAC and twenty (20) bound, and

one (1) electronic copy of the completed audit for the City of Lovington. The City of Lovington will require review of the completed audit prior to printing and submission.

J) The proposed price as stated on the proposal must be firm and not subject to change. Multi-year pricing must be in accordance with 2.2.2.8 Subsection B, Paragraph 4 of 2.2.2 NMAC. The total price is subject to the City of Lovington Gross Receipts Tax. Taxes will be added and paid at the time of billing.

K) Due to the extensive requirements of local, state, and federal agencies, the IPA is advised that the comprehensive audit requires the expression of opinions and inclusion of comments which go beyond the standard opinions and comments usually presented in an audit report. See instructions from the State Auditor for specific information.

2. GENERAL OVERVIEW OF FINANCIAL AND PROCEDURAL OPERATIONS

The City of Lovington operates under a Commissioner-Manager form of government and provides the following services as authorized by its charter: public safety (police and fire), highways and streets, sanitation, health and social services, culture and recreation, public improvements, planning and zoning, and general administrative services.

The accounting policies of the City of Lovington conform to generally accepted accounting principles as applicable to New Mexico governmental units.

The accounts of the City are organized based on funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The City of Lovington is legally responsible to the Local Government Division, State of New Mexico, for methods of operation. The City prepares various financial reports and other required financial data as required by that agency.

The auditor will be expected to draft the financial statements in accordance with current GAAP statements.

RFP SCHEDULE

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsibility	Date
Issue of RFP	City of Lovington Finance	April 11, 2024
Submission of Proposal	Offeror	May 6, 2024
Selection of Finalists	Evaluation Committee	May 6-10, 2024
*Finalists List presented by Finance	City Commissioners	May 13, 2024
City Commission Approval	City Commissioners	May 13, 2024
Contract Negotiations	Evaluation Committee/Offeror	May 20 – 31, 2024
Contract Execution	City of Lovington and Contractor	June 3, 2024
<p>*The selection committee <i>may</i> interview the Offeror(s) of the top-rated proposals; however, contracts may be awarded without such interviews.</p> <p>This schedule is subject to change. All offerors will be notified of schedule changes by addendum via e-mail, fax or US Mail, and/or by posting to www.lovington.org, under "Procurement".</p>		

PART IV - PROPOSAL EVALUATION CRITERIA AND QUESTIONNAIRE**EVALUATION CRITERIA
2023/2024 COMPREHENSIVE AUDIT**

The City of Lovington will evaluate the written proposals received and may conduct interviews with any and all firms regarding their qualifications, their approach to the project, and their ability to furnish the required services.

PART ONE:**Section I - Firm Capabilities (maximum 30 points)**

- A. The firm's resources to perform the type and size of audit required. (Maximum 5 points)
- B. Reference checks including past performance for the City of Lovington. (Maximum 10 points)
- C. The firm's most recent external quality control reviews (peer review). (Maximum 10 points)
- D. The organization and completeness of the proposal submitted. (maximum 5 points)

Section II - Work Requirements and Audit Approach. (Maximum 20 points)

- A. The firm's knowledge of audit objectives, agency needs, and product to be delivered. Note: An interview may be conducted via telephonically or in person to discuss Agency needs associated with current accounting structure. (Maximum 10 points)
- B. The firm's technical plan and realistic time estimates to complete the audit. (Maximum 5 points)
- C. The firm's plans to utilize City of Lovington Finance Department staff. (Maximum 3 points)
- D. The firm's approach for planning and conducting the work efforts of subsequent years. (Maximum 2 points)

Section III - Technical Experience. (maximum 25 points)

- A. The firm's governmental audit experience. (Maximum 10 points)
- B. Team audit experience or specialization with municipalities. (Maximum 10 points)
- C. Continuing professional education directly related to the local governments. (Maximum 5 points)

Section IV - Firm Strengths or Weaknesses. (Maximum 5 points)

PART TWO:

Cost (maximum 20 points)

The scores from PART ONE and PART TWO will be totaled for a final score for all responding proposers. A recommendation will be approved by the City Committee and forwarded to the City Procurement Officer for final approval of the City of Lovington Commissioners.

Additional points may be added based on Resident/Veterans Bidder Preference.

EVALUATION CRITERIA

Firm Name:	Possible Points	Points
PART ONE		
Section I – Firm Capabilities – 30 point maximum A. The firm’s resources to perform the type and size of audit required. B. Reference checks including past performance for the City of Lovington. C. The firm’s most recent external quality control reviews (peer reviews). D. The organization and completeness of the proposal submitted.	5 10 10 5	
Section II – Work Requirements and Audit Approach – 20 point maximum A. The firm’s knowledge of audit objectives, agency needs, and product to be delivered. B. The firm’s technical plan and realistic time estimates to complete the audit. C. The firm’s plan to utilize city of Lovington Finance department staff. D. The firm’s approach for planning and conducting the work efforts of subsequent years.	10 5 3 2	
Section III – Technical Experience – 25 point maximum A. The firm’s governmental audit experience. B. Team audit experience or specialization with municipalities. C. Continuing professional education directly related to local governments.	10 10 5	
Section IV – Firm Strengths or Weaknesses A. Firm Strengths B. Firm Weaknesses C. Additional Factors	2 2 1	
PART TWO		
Cost	20	
GRAND TOTAL POINTS		100

Note: For ease of evaluation, proposals should be formatted in the order as listed above. Additional points may be added based on Resident/Veterans Bidder Preference.

EVALUATION QUESTIONNAIRE

Please answer the following questions in as much detail as possible. Additional information, or additional sheets may be used, however please reference the location of the answers in the space provided.

PART ONE

Section I - Firm Capabilities (maximum 30 points)

- A. Describe the resources available for the job, including the number of firm members assigned and their job titles (i.e., staff, senior, manager, or partner), the percentage of their work schedule available on this job, as well as the total staff hours available.

Describe any computer aided audit techniques planned for this engagement.

Does your firm plan to utilize an information system audit specialist on this engagement? If so, please describe their involvement in the job, as well as their credentials, and the expected percentage of their time available for this job.

- B. Provide three references of similar audit engagements your firm has performed. We plan to only ask general questions regarding your firm's planning of the engagement, timeliness of the fieldwork and submission of audit reports, technical expertise relating to their job, and their overall satisfaction with your performance.

1. Agency Name: _____

Primary Contact: _____

Title: _____

Telephone Number: _____

Service(s) Provided: _____

Year(s) Audited: _____

2. Agency Name: _____

Primary Contact: _____

Title: _____

Telephone Number: _____

Service(s) Provided: _____

Year(s) Audited: _____

3. Agency Name: _____

Primary Contact: _____

Title: _____

Telephone Number: _____

Service(s) Provided: _____

Year(s) Audited: _____

- C. Enclose a copy of your firm's most recent external peer review report including letter of comments. If your firm has not received an external peer review report, please describe your firm's plans to obtain this report, and state in detail the reasons for this omission.

Section II - Work Requirements and Audit Approach. (maximum 20 points)

- A., Describe your audit objectives, and specifically describe how those objectives will meet the City of Lovington needs, and describe the product to be delivered upon completion of the job.
- B., Describe your audit approach to planning, interim fieldwork, fieldwork, and reporting on this engagement and provide a time-line for completion of these phases of the job, along with expected hourly requirements for each phase.

C. What are your plans for utilizing City of Lovington staff for assistance on this engagement?

D. The current proposal is for a one-year contract with the availability of two (2), one-year extensions. Describe the effect on your audit approach in the current, and future years, considering the probability that the successful offeror will likely retain the contract for the full three-year period.

Section III - Technical Experience. (maximum 25 points)

- A. Indicate the on-site manager for this engagement, as well as a description of governmental auditing experience for this person and your firm.
- B. Indicate each of the staff assigned to this engagement, including their total experience as auditors, as well as their direct governmental auditing experience.

- C. For those team members listed in A, and B, please indicate continuing professional education seminars or meetings attended in the past three years that pertain directly to audits of state & local governments.

PART TWO

Please provide the following information concerning hourly rates relative to this engagement:
(maximum 20 points)

	(Each Year)	
	<u>HOURS</u>	<u>PRICE</u>
FINANCIAL STATEMENT AUDIT:	_____	\$_____
FEDERAL SINGLE AUDIT:	_____	\$_____
FINANCIAL STATEMENT PREPARATION:	_____	\$_____
OTHER (SPECIFICALLY IDENTIFY):	_____	\$_____

TOTAL COMPENSATION		\$_____

PROPOSAL NO. 2024-003**FURNISH COMPREHENSIVE FINANCIAL AUDIT****TO: The City of Lovington, New Mexico****_____, 2024**

The proposed cost for completion of this engagement is:

\$_____ Base Dollar Amount (exclude gross receipts tax)

TOTAL AMOUNT WRITTEN IN WORDS _____
_____.

Terms of Payment: Upon receipt of authorization from the State Auditor. Applicable gross receipts tax will be remitted upon invoice.

*Submit **(5)** copies of the entire proposal package with this page.

The undersigned offeror, pursuant to the foregoing "Notice to Offerors", has carefully examined the instructions to Offerors, this proposal form and the Detailed Specifications.

Veterans Preference Number_____
Company Name

BY: _____

Resident Preference Number_____
Type or Print Name_____
Address_____
Telephone Number_____
City State Zip

If applicable - proposer acknowledges receipt of the following ADDENDUM:

Addendum No:_____ Dated:_____ Addendum No:_____ Dated:_____

NOTE: To be valid, proposal must be signed. The signature of a corporation is its president, or an authorized vice president, attested by the secretary. A signature of a partnership must be a valid partner.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR 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 thing 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.

“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:

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) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

Printed Name

--OR--

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

Signature

Date

Title (Position)

Printed Name

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitute a material representation by the business that is subject to protest and may result in denial of an award or unawarded of the procurement involved if the statements are proven to be incorrect.

NON-COLLUSION AFFIDAVIT

STATE OF _____)

City OF _____)

_____ (name) being first duly sworn, deposes and
says that he/she is (title) _____
of (organization) _____

who submits herewith to the City of Lovington, a bid/proposal:

That all statements of fact in such bid/proposal are true:

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.

That said proposer/bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Hobbs, or of any proposer/bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of bid/proposal, said bidder/proposer;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal.
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his/her proposals.
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else.
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual group of individuals, except that City of Lovington, or to any person or persons who have a partnership or other financial interests with said proposer/bidder in his/her business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____

Notary Public: _____ My Commission Expires;

RELATED PARTY DISCLOSURE FORM

(Bidders and Proposers only)

1. Are you indebted to or have a receivable from any member of the City of Lovington Commissioners, administration officials, department heads, and key management supervisors with the City of Lovington?

YES ___ NO ___

2. Are you, or any officer of your company related to any member of the City of Lovington Commissioners, administration officials, department heads, key management supervisors of the City of Lovington and have you had any of the following transactions since January 1, 2022 to which City of Lovington was, is to be, a party?

Sales, Purchase or leasing of property? YES ___ NO ___

Receiving, furnishing of goods, services YES ___ NO ___

or facilities?

Commissions or royalty payments? YES ___ NO ___

3. Does any member of the City Commission; administration officials, department heads, key management supervisors with the City of Lovington, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Lovington?

YES ___ NO ___

4. At any time from January 1, 2017, through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City Commission administration officials, department heads, key management supervisors with the City of Lovington?

YES ___ NO ___

5. Are you negotiating to employ, or do you currently employ any employee, officer, or family member of an employee or officer for the City of Hobbs?

6. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Lovington?

YES ___ NO ___

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President_____

Date_____

(Print Name and Title):_____

City of Lovington
Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion

The Bidder/Proposer certifies, by submission of this bid/proposal, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this submission of bid/proposal by any Federal, State or Local government. It further agrees by submitting this bid/proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this bid/proposal submission

Failure to acknowledge the above conditions would render the Bid/Proposal non-responsive.

I acknowledge:

Company Name: _____

Signature_____

Print Name_____

Date_____

PROPOSAL CHECKLIST
CITY OF LOVINGTON/ FINANCE DEPARTMENT

Did You:

- ☐ Include One (1) original and (4) four copies of the proposal, plus one (1) electronic copy (CD or Flash Drive).
- ☐ Fill Out and Sign the Campaign Contribution Disclosure Form
- ☐ Fill Out and Sign the Veterans/Resident Preference Certification Form
- ☐ Sign and Notarize the "Non-Collusion Affidavit" form.
- ☐ Fill Out and Sign the Related Party Disclosure Form
- ☐ Sign the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form.
- ☐ Include a list of clients for similar projects
- ☐ Review all clarifications/questions/answers
- ☐ Clearly mark your proposal with **"Proposal No. 2024-003 Comprehensive Financial Audit"** on the front of the envelope.

Deliver your sealed proposal to the City of Lovington Finance Department, 214 S Love Street, Lovington, New Mexico 88260 before **May 6, 2024 10:00 am (MST).**

* If not completed as required, your proposal may be deemed non-responsive.

Contact the Finance Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal

**RESOLUTION OF THE CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO**

RESOLUTION 2024-029

A RESOLUTION APPROVING THE RFP FORMS FOR FINANCIAL AUDIT SERVICES

WHEREAS, the City is required to have an annual audit conducted by a third party each year;
and

WHEREAS, staff wishes to advertise an RFP requesting responses to provide these services to
the City; and

WHEREAS, an RFP form packet was obtained containing the standard criteria required by law,

NOW, THEREFORE, BE IT RESOLVED, by the Lovington City Commission that the RFP form
packet provided for City audit services will be advertised locally and regionally for a minimum of
10 days per procurement requirements.

DONE THIS 8TH DAY OF APRIL, 2024

Howard Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 4/8/2024



Item Type: Resolution

SUBJECT: Resolution 2024-030 - Appoint Alternate Municipal Judges
DEPARTMENT: City Clerk
SUBMITTED BY: Shannon Lester
DATE SUBMITTED: 4/8/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Appoint Alternate Municipal Alternate Judges

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description

Res 2024-030 - Appoint Alternate Judges

Alt Judge Candidate - Alice Hanners Mainello

Type

Cover Memo

Cover Memo

**RESOLUTION OF THE CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO**

RESOLUTION 2024-030

APPOINTMENT OF LOVINGTON MUNICIPAL COURT ALTERNATE JUDGE

WHEREAS, the City of Lovington has been seeking to fill the positions of Municipal Court Alternate Judge, and has posted/advertised for this position from interested persons; and

WHEREAS, the City of Lovington received letters of interest for this position; and

WHEREAS, the Lovington City Commission selects

_____ to serve as Lovington Municipal Court Alternate Judge(s) until the regular local election is held the first Tuesday of November, 2025; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, that the Mayor be and hereby is authorized and directed to approve the above candidate(s) appointment as Lovington Municipal Court Alternate Judge.

DONE THIS 11th DAY OF MARCH, 2024

City of Lovington
New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

April 8, 2024

Alice Hanners Mainello
1004 W. Ave N
Lovington, NM 88260

Re: Alternate Municipal Judge Position

Lovington City Commissioners:

I wish to be considered for the position referenced above. I was born and raised in Lovington. I attended all levels of Lovington schools. My family has lived in Lovington for nearly 100 years. Community involvement and public service has been encouraged in my family. I have experience in Lovington Main Street, Iris Garden Club, Lovington Public Library board and the Lovington Kiwanis Club.

I am a registered voter and resident of Lovington.

Thank you for your consideration,

A handwritten signature in cursive script that reads "Alice Hanners Mainello". The ink is dark and the signature is fluid, with the first and last names being more prominent than the middle name.

Alice Hanners Mainello



Lovington, NM

Expense Approval Report

By Vendor Name

Payment Dates 3/25/2024 - 4/5/2024

Vendor Name	Description (Item)	Amount
Vendor: 14703 - 575 DESIGNZ		
575 DESIGNZ	Police Unit 1 Est 1055 Door Gr...	475.00
Vendor 14703 - 575 DESIGNZ Total:		475.00
Vendor: 14969 - A-D ELECTRIC LLC		
A-D ELECTRIC LLC	SC-install of tilt skillet Junior Bi...	383.63
Vendor 14969 - A-D ELECTRIC LLC Total:		383.63
Vendor: 10104 - Alsco		
Alsco	Ambulance-Linens	302.49
Vendor 10104 - Alsco Total:		302.49
Vendor: 10132 - American Medical Group, Inc		
American Medical Group, Inc	Police Balance J Jaimes Inv 02...	21.31
American Medical Group, Inc	Police Inv D Soto Pre employ ...	82.55
American Medical Group, Inc	Police J Colin pre-employ med...	82.55
Vendor 10132 - American Medical Group, Inc Total:		186.41
Vendor: 10199 - Atco International		
Atco International	Parks- Frist Aid kit at splash p...	108.20
Vendor 10199 - Atco International Total:		108.20
Vendor: 10205 - Audie's Copier Repair Service		
Audie's Copier Repair Service	mvd-copier maintenance-mih	44.73
Audie's Copier Repair Service	printer c5503	447.14
Audie's Copier Repair Service	water- printer c6010	1,733.18
Vendor 10205 - Audie's Copier Repair Service Total:		2,225.05
Vendor: 10264 - Ben E Keith Amarillo		
Ben E Keith Amarillo	SC-food for meals-FF	508.26
Ben E Keith Amarillo	SC-food for meals-FF	1,016.53
Ben E Keith Amarillo	SC-food for meals-FF	508.26
Ben E Keith Amarillo	SC-food for meals-FF	6.77
Ben E Keith Amarillo	SC-food for meals-FF	6.77
Ben E Keith Amarillo	SC-food for meals-FF	13.54
Ben E Keith Amarillo	SC-food for meals-FF	543.21
Ben E Keith Amarillo	SC-food for meals-FF	1,086.43
Ben E Keith Amarillo	SC-food for meals-FF	543.21
Vendor 10264 - Ben E Keith Amarillo Total:		4,232.98
Vendor: 10268 - BenMark Supply Company Inc.		
BenMark Supply Company Inc.	Parks- parts for splash pad	314.64
Vendor 10268 - BenMark Supply Company Inc. Total:		314.64
Vendor: 10293 - Blaine Industrial Supply		
Blaine Industrial Supply	paper towels for city hall	99.27
Vendor 10293 - Blaine Industrial Supply Total:		99.27
Vendor: 10309 - Bob's Thriftway		
Bob's Thriftway	SC-food for meals-FF	165.40
Bob's Thriftway	SC-food for meals-FF	82.71
Bob's Thriftway	SC-food for meals-FF	82.71
Bob's Thriftway	APS_ laundry soap trash bags	123.61
Bob's Thriftway	SC-food for meals-FF	63.65
Bob's Thriftway	SC-food for meals-FF	127.31
Bob's Thriftway	SC-food for meals-FF	63.65
Bob's Thriftway	SC-food for meals-FF	50.50
Bob's Thriftway	SC-food for meals-FF	25.26
Bob's Thriftway	SC-food for meals-FF	25.26
Bob's Thriftway	SC-food for meals-FF	9.99

Expense Approval Report

Payment Dates: 3/25/2024 - 4/5/2024

Vendor Name	Description (Item)	Amount
Bob's Thriftway	SC-food for meals-FF	9.99
Bob's Thriftway	SC-food for meals-FF	19.97
Bob's Thriftway	SC-food for meals-FF	45.57
Bob's Thriftway	SC-food for meals-FF	91.14
Bob's Thriftway	SC-food for meals-FF	45.57
Bob's Thriftway	WW DISTILLED WATER FOR L...	106.80
Bob's Thriftway	APS- trash bags	148.68
Bob's Thriftway	SC-food for meals-FF	40.62
Bob's Thriftway	SC-food for meals-FF	40.62
Bob's Thriftway	SC-food for meals-FF	81.23
Bob's Thriftway	Street,waters coffee	98.84
Bob's Thriftway	SC-food for meals-FF	185.55
Bob's Thriftway	SC-food for meals-FF	92.78
Bob's Thriftway	SC-food for meals-FF	92.78
Vendor 10309 - Bob's Thriftway Total:		1,920.19
Vendor: 10312 - Body & Sol Fitness, LLC		
Body & Sol Fitness, LLC	gym membership	1,284.00
Vendor 10312 - Body & Sol Fitness, LLC Total:		1,284.00
Vendor: 10326 - Bound Tree Medical, LLC		
Bound Tree Medical, LLC	EMS-splints and equipment to...	486.34
Bound Tree Medical, LLC	EMS-state required portable s...	429.19
Vendor 10326 - Bound Tree Medical, LLC Total:		915.53
Vendor: 10403 - Cardinal Laboratories		
Cardinal Laboratories	ww lab analysis	974.00
Cardinal Laboratories	ww lab analysis	229.00
Cardinal Laboratories	ww lab analysis	660.00
Cardinal Laboratories	ww lab analysis	660.00
Cardinal Laboratories	ww lab analysis	229.00
Cardinal Laboratories	ww lab analysis	35.00
Cardinal Laboratories	ww lab analysis	229.00
Vendor 10403 - Cardinal Laboratories Total:		3,016.00
Vendor: 10483 - City of Hobbs		
City of Hobbs	Water- samples	91.26
Vendor 10483 - City of Hobbs Total:		91.26
Vendor: 10506 - CNM Electric LLC		
CNM Electric LLC	Street,changing light switch on..	153.70
CNM Electric LLC	Police Basement Room Lights	647.68
Vendor 10506 - CNM Electric LLC Total:		801.38
Vendor: 10549 - Constructors, Inc		
Constructors, Inc	Street,cold mix for infront of o...	1,394.69
Vendor 10549 - Constructors, Inc Total:		1,394.69
Vendor: 14748 - DASH ELECTRIC LLC		
DASH ELECTRIC LLC	ww electrical work plant and lif...	436.78
DASH ELECTRIC LLC	pump repairs	1,782.96
DASH ELECTRIC LLC	ww repairs at plant	13,022.16
Vendor 14748 - DASH ELECTRIC LLC Total:		15,241.90
Vendor: 13808 - Dealers First Financial LLC		
Dealers First Financial LLC	FIN- RICOH RENTAL APRIL 2024	116.24
Dealers First Financial LLC	Police Ricoh Base Rental	124.84
Dealers First Financial LLC	printer repairs	345.76
Vendor 13808 - Dealers First Financial LLC Total:		586.84
Vendor: 10680 - Detroit Industrial Tool		
Detroit Industrial Tool	Water- all purpose blades	297.29
Vendor 10680 - Detroit Industrial Tool Total:		297.29
Vendor: 14804 - EAGLE PLUMBING		
EAGLE PLUMBING	SC-install tilt skillet and stove ...	1,551.50
Vendor 14804 - EAGLE PLUMBING Total:		1,551.50

Expense Approval Report

Payment Dates: 3/25/2024 - 4/5/2024

Vendor Name	Description (Item)	Amount
Vendor: 10740 - Eagle Towing & Recovery		
Eagle Towing & Recovery	Police 3/1-3/31 Tow Services	136.77
Eagle Towing & Recovery	Police 3/1-3/31 Tow Services	142.38
Vendor 10740 - Eagle Towing & Recovery Total:		279.15
Vendor: 10750 - ECOLAB		
ECOLAB	SC-monthly dishwasher rental...	25.41
ECOLAB	SC-monthly dishwasher rental...	25.41
ECOLAB	SC-monthly dishwasher rental...	50.83
ECOLAB	SC-supplies-FF	31.53
ECOLAB	SC-supplies-FF	63.07
ECOLAB	SC-supplies-FF	31.53
Vendor 10750 - ECOLAB Total:		227.78
Vendor: 10754 - Econo Signs		
Econo Signs	Parks- warning signs for creek	584.50
Vendor 10754 - Econo Signs Total:		584.50
Vendor: 14858 - ERGOMETRICS AND APPLIED PERSONNEL RESEARCH, INC.		
ERGOMETRICS AND APPLIED ...	Police Inv 145310 Z Garcia Tes...	25.00
ERGOMETRICS AND APPLIED ...	Police Inv 145310 Applicant En...	125.00
Vendor 14858 - ERGOMETRICS AND APPLIED PERSONNEL RESEARCH, INC. Total:		150.00
Vendor: 14625 - EVERSOLVE TECHNOLOGIES		
EVERSOLVE TECHNOLOGIES	Eversolve Open PO for March ...	1,500.00
EVERSOLVE TECHNOLOGIES	Eversolve Open PO for March ...	1,320.00
EVERSOLVE TECHNOLOGIES	Eversolve March 2024 payme...	2,410.92
EVERSOLVE TECHNOLOGIES	Water- Riot Cloud SCADA	312.50
EVERSOLVE TECHNOLOGIES	ww scada users	312.50
EVERSOLVE TECHNOLOGIES	Eversolve Open PO for March ...	2,448.24
EVERSOLVE TECHNOLOGIES	Eversolve Technologies	61,991.67
Vendor 14625 - EVERSOLVE TECHNOLOGIES Total:		70,295.83
Vendor: 10934 - Gale/Cengage Learning		
Gale/Cengage Learning	Library March2024 5 ChrFic bk...	125.20
Gale/Cengage Learning	Library March2024 2 Mys. bks...	83.22
Gale/Cengage Learning	Library March 2024 4 Cozy my...	83.96
Vendor 10934 - Gale/Cengage Learning Total:		292.38
Vendor: 10960 - Gebo Credit Corporation		
Gebo Credit Corporation	Water- sharpshooters and ho...	84.55
Gebo Credit Corporation	APS-dog food	726.73
Vendor 10960 - Gebo Credit Corporation Total:		811.28
Vendor: 10967 - General Mailing & Shipping		
General Mailing & Shipping	ink for bills	519.54
Vendor 10967 - General Mailing & Shipping Total:		519.54
Vendor: 10971 - General Welding Supply		
General Welding Supply	Ambulance-Oxygen	150.00
General Welding Supply	Ambulance- Portable oxygen ...	60.00
Vendor 10971 - General Welding Supply Total:		210.00
Vendor: 11047 - H & K Pest Control Co.		
H & K Pest Control Co.	spray for bugs	75.08
H & K Pest Control Co.	spray for bugs	37.54
H & K Pest Control Co.	spray for bugs	37.54
H & K Pest Control Co.	spray for bugs	75.08
Vendor 11047 - H & K Pest Control Co. Total:		225.24
Vendor: 14588 - H2O To Go		
H2O To Go	water for city hall	29.75
H2O To Go	Police Inv 28568 (5) 5 gallon b...	29.75
Vendor 14588 - H2O To Go Total:		59.50

Expense Approval Report

Payment Dates: 3/25/2024 - 4/5/2024

Vendor Name	Description (Item)	Amount
Vendor: 11050 - Haarmeyer Electric		
Haarmeyer Electric	WW OVERLOAD SWICTH FOR L...	125.66
Vendor 11050 - Haarmeyer Electric Total:		125.66
Vendor: 13450 - Hall Environmental Analysis Laboratory		
Hall Environmental Analysis L...	ww lab analysis	1,216.78
Vendor 13450 - Hall Environmental Analysis Laboratory Total:		1,216.78
Vendor: 11096 - Higginbotham-Bartlett Co.		
Higginbotham-Bartlett Co.	street,faucet for sink,bolts,roll...	132.55
Higginbotham-Bartlett Co.	ww supplies	56.03
Higginbotham-Bartlett Co.	Police C Leyva spray adhesive ...	15.29
Higginbotham-Bartlett Co.	ww supplies	35.99
Higginbotham-Bartlett Co.	Water- locks for wells	30.27
Higginbotham-Bartlett Co.	APS-BLACK BAGS	165.90
Higginbotham-Bartlett Co.	FIRE: New kitchen faucet for fi...	142.87
Higginbotham-Bartlett Co.	Water- Cordless grinder	429.00
Higginbotham-Bartlett Co.	ww supplies	22.35
Higginbotham-Bartlett Co.	Cem- parts for fixing sprinkler l...	109.01
Higginbotham-Bartlett Co.	Water- concrete for plug on E...	34.95
Higginbotham-Bartlett Co.	FIRE: Wire brushes for station ...	22.44
Higginbotham-Bartlett Co.	Cem- supplies to fix the fence ...	539.53
Higginbotham-Bartlett Co.	Parks- fixing doors to the base...	38.06
Higginbotham-Bartlett Co.	APS- bags and keys	111.24
Higginbotham-Bartlett Co.	Water- Bolts for Flange	33.31
Higginbotham-Bartlett Co.	Water- misc pieces for the Inn	46.57
Higginbotham-Bartlett Co.	Park- Repairing sprinkler line a...	125.15
Higginbotham-Bartlett Co.	ww supplies	41.94
Higginbotham-Bartlett Co.	supplies to fix toilet	43.98
Higginbotham-Bartlett Co.	ww supplies	328.30
Higginbotham-Bartlett Co.	ww supplies	14.24
Higginbotham-Bartlett Co.	Water- pvc parts	41.82
Higginbotham-Bartlett Co.	Street,2x6 x10 boards for barr...	22.46
Higginbotham-Bartlett Co.	Street,2x6 x10 boards for barr...	16.72
Higginbotham-Bartlett Co.	FIRE-chains, bolts, hardware f...	37.84
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	68.20
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	28.26
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	65.97
Higginbotham-Bartlett Co.	Water- Change over for service	7.79
Higginbotham-Bartlett Co.	Parks- parts for sprinklers	178.48
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	108.67
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	18.99
Higginbotham-Bartlett Co.	2 all threads for meter	23.98
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	33.16
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	10.48
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	12.29
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	79.76
Vendor 11096 - Higginbotham-Bartlett Co. Total:		3,273.84
Vendor: 11133 - Hospital Services Corporation		
Hospital Services Corporation	pre-employment-background ...	148.73
Vendor 11133 - Hospital Services Corporation Total:		148.73
Vendor: 11144 - Hustler Turf Equipment, Inc.		
Hustler Turf Equipment, Inc.	Jr. Bill 23-ZH9234 \$75,000 for ...	75,028.00
Vendor 11144 - Hustler Turf Equipment, Inc. Total:		75,028.00
Vendor: 11152 - IAPE		
IAPE	Police Inv M24-C693234 Addi...	65.00
IAPE	Police Mendoza Membership ...	65.00
Vendor 11152 - IAPE Total:		130.00
Vendor: 13382 - Indoff Incorporated		
Indoff Incorporated	SC-office supplies-FF	202.38

Expense Approval Report

Payment Dates: 3/25/2024 - 4/5/2024

Vendor Name	Description (Item)	Amount
Indoff Incorporated	SC-office supplies-FF	202.38
Indoff Incorporated	SC-office supplies-FF	202.38
Indoff Incorporated	SC-office supplies-FF	202.38
Indoff Incorporated	Library Quote 554528 3/19/2...	549.82
Vendor 13382 - Indoff Incorporated Total:		1,359.34
Vendor: 14957 - IT Works, LLC		
IT Works, LLC	Police Set up Admin Assistant ...	380.96
Vendor 14957 - IT Works, LLC Total:		380.96
Vendor: 15016 - J & J RENTALS LLC		
J & J RENTALS LLC	Parks- Portable Toilets at chap	770.40
Vendor 15016 - J & J RENTALS LLC Total:		770.40
Vendor: 11477 - Lea County Electric		
Lea County Electric	ELECTRIC BILL-EXECUTIVE	43.00
Lea County Electric	ELECTRIC BILL-LEGISLATIVE	43.00
Lea County Electric	ELECTRIC BILL-CTY HALL	274.44
Lea County Electric	ELECTRIC BILL-P&Z	43.00
Lea County Electric	ELECTRIC BILL-PRKS	2,546.19
Lea County Electric	ELECTRIC BILL-POOL	80.00
Lea County Electric	ELECTRIC BILL-MUSM	370.76
Lea County Electric	ELECTRIC BILL-LIB	1,634.90
Lea County Electric	ELECTRIC BILL-AC	732.39
Lea County Electric	ELECTRIC BILL-POL	2,123.87
Lea County Electric	ELECTRIC BILL-FIRE	513.53
Lea County Electric	ELECTRIC BILL-HC	241.53
Lea County Electric	ELECTRIC BILL-STRT	12,011.89
Lea County Electric	ELECTRIC BILL-DENTON	789.32
Lea County Electric	ELECTRIC BILL-MVD	538.12
Lea County Electric	ELECTRIC BILL-CEM	73.01
Lea County Electric	ELECTRIC BILL-YC	1,044.26
Lea County Electric	ELECTRIC BILL-SNR.CIT	706.27
Lea County Electric	ELECTRIC BILL-MAGISTRATE C...	486.42
Lea County Electric	ELECTRIC BILL-WAT	14,960.17
Lea County Electric	ELECTRIC BILL-SW	303.22
Lea County Electric	ELECTRIC BILL-WW	10,431.96
Lea County Electric	ELECTRIC BILL-AMBULANCE	513.23
Vendor 11477 - Lea County Electric Total:		50,504.48
Vendor: 11498 - LEACO		
LEACO	COURT	531.76
LEACO	CTY HALL	356.34
LEACO	P&Z	86.28
LEACO	PARKS	232.45
LEACO	POOL	92.81
LEACO	POLICE	1,080.73
LEACO	CHAMBER	460.54
LEACO	MAIN ST	42.77
LEACO	PUBLIC WORKS	15.98
LEACO	STREET	351.71
LEACO	MVD	372.69
LEACO	CEMETARY	146.29
LEACO	YOUTH CENTER	223.48
LEACO	SNR CENTER	603.96
LEACO	MAGISTRATE COURT	58.54
LEACO	COMMUNITY CENTER	179.52
LEACO	WATER UTILITIES	245.11
LEACO	SOLID WASTE	245.11
LEACO	WATER YRD	193.26
LEACO	WW	785.19
LEACO	FIRE	994.65
LEACO	Library April2024 Tel&Internet...	244.21

Expense Approval Report

Payment Dates: 3/25/2024 - 4/5/2024

Vendor Name	Description (Item)	Amount
LEACO	Police April Misc Circuit Ether...	771.00
Vendor 11498 - LEACO Total:		8,314.38
Vendor: 11518 - Life-Assist, Inc.		
Life-Assist, Inc.	EMS-adenosine,amiodarone,A...	612.75
Life-Assist, Inc.	EMS-splints and equipment to...	1,155.79
Vendor 11518 - Life-Assist, Inc. Total:		1,768.54
Vendor: 11543 - Lovington Auto Body Shop		
Lovington Auto Body Shop	Police Unit 1 Repair Door Clai...	1,000.00
Vendor 11543 - Lovington Auto Body Shop Total:		1,000.00
Vendor: 11542 - Lovington Auto Body		
Lovington Auto Body	Police Inv 2805 Ins Ck#979925...	1,906.47
Vendor 11542 - Lovington Auto Body Total:		1,906.47
Vendor: 11544 - Lovington Auto Supply		
Lovington Auto Supply	Water- grease inserts	8.98
Lovington Auto Supply	tools	59.99
Lovington Auto Supply	ww supplies	19.79
Lovington Auto Supply	ww supplies	219.40
Lovington Auto Supply	Water- Bobcat Grenade pump	44.63
Lovington Auto Supply	Water- power inverter	56.99
Lovington Auto Supply	Electronic cleaer	21.98
Lovington Auto Supply	FIRE-Oil filters for 242	41.60
Lovington Auto Supply	ww supplies	65.40
Lovington Auto Supply	Water- repair hose for hydro-...	55.08
Lovington Auto Supply	ww supplies	19.38
Lovington Auto Supply	SC-supplies for vans-FF	16.48
Lovington Auto Supply	SC-supplies for vans-FF	16.49
Lovington Auto Supply	Water- tap and die set	266.00
Lovington Auto Supply	FIRE: Oil sensor for Engine 213	204.84
Lovington Auto Supply	Water- socket	5.39
Lovington Auto Supply	Water- battery for bobcat	121.49
Lovington Auto Supply	ww supplies	380.91
Lovington Auto Supply	ww supplies	152.99
Lovington Auto Supply	power inverter	182.05
Lovington Auto Supply	Water- charger for batteries, ...	290.68
Vendor 11544 - Lovington Auto Supply Total:		2,250.54
Vendor: 11547 - Lovington Chamber of Commerce		
Lovington Chamber of Comme...	quarterly stipends	4,375.00
Lovington Chamber of Comme...	quarterly stipends	4,375.00
Lovington Chamber of Comme...	additional stipends from lodge...	3,750.00
Vendor 11547 - Lovington Chamber of Commerce Total:		12,500.00
Vendor: 11552 - Lovington Economic Development		
Lovington Economic Develop...	3rd quarter-logart	12,500.00
Vendor 11552 - Lovington Economic Development Total:		12,500.00
Vendor: 11557 - Lovington Leader		
Lovington Leader	annual water quality report	1,300.05
Lovington Leader	legal notice-insurance broker	36.38
Lovington Leader	legal notice-candidates for alt...	21.83
Lovington Leader	Library March2024 Devotional...	64.20
Vendor 11557 - Lovington Leader Total:		1,422.46
Vendor: 11564 - Lovington Tire Service, Inc.		
Lovington Tire Service, Inc.	FIRE-oil change on rescue truck	159.79
Vendor 11564 - Lovington Tire Service, Inc. Total:		159.79
Vendor: 14992 - M & W WATER WELL SERVICE		
M & W WATER WELL SERVICE	M&W Water Well reissue	9,448.60
Vendor 14992 - M & W WATER WELL SERVICE Total:		9,448.60
Vendor: 14907 - MELLOY CHEVROLET		
MELLOY CHEVROLET	Trucks for Water and Waster...	55,297.00

Expense Approval Report

Payment Dates: 3/25/2024 - 4/5/2024

Vendor Name	Description (Item)	Amount
MELLOY CHEVROLET	Purchase of Tahoe and Chevy ...	54,512.00
Vendor 14907 - MELLOY CHEVROLET Total:		109,809.00
Vendor: 11713 - MidAmerica Books		
MidAmerica Books	Library Quote for books 12 bks..	296.34
Vendor 11713 - MidAmerica Books Total:		296.34
Vendor: 11718 - Midwest Veterinary Supply, Inc		
Midwest Veterinary Supply, Inc	APS_ Bravecto flea tick preven...	913.20
Midwest Veterinary Supply, Inc	APS- x small cones	176.63
Midwest Veterinary Supply, Inc	APS- x small cones	24.77
Midwest Veterinary Supply, Inc	APS- vaccines	2,143.50
Vendor 11718 - Midwest Veterinary Supply, Inc Total:		3,258.10
Vendor: 11773 - MWI Veterinary Supplies		
MWI Veterinary Supplies	APS- supplies for surgery	520.30
MWI Veterinary Supplies	APS- supplies for surgery	89.13
MWI Veterinary Supplies	APS- supplies for surgery	102.30
MWI Veterinary Supplies	APS- supplies for surgery	92.64
MWI Veterinary Supplies	APS- bravecto, guaze, ISO, car...	451.35
MWI Veterinary Supplies	APS- bravecto, guaze, ISO, car...	1,020.02
Vendor 11773 - MWI Veterinary Supplies Total:		2,275.74
Vendor: 11847 - New Mexico Gas Company		
New Mexico Gas Company	Gas February Bill	5,892.10
New Mexico Gas Company	Gas February Bill	1,412.58
New Mexico Gas Company	Gas February Bill	418.62
New Mexico Gas Company	Gas February Bill	886.67
New Mexico Gas Company	Gas February Bill	33.14
New Mexico Gas Company	Gas February Bill	509.43
New Mexico Gas Company	Gas February Bill	62.17
New Mexico Gas Company	Gas February Bill	431.43
New Mexico Gas Company	Gas February Bill	134.10
New Mexico Gas Company	Gas February Bill	800.06
New Mexico Gas Company	Gas February Bill	1,027.64
Vendor 11847 - New Mexico Gas Company Total:		11,607.94
Vendor: 11853 - New Mexico Municipal League		
New Mexico Municipal League	P & Z Staff attend training NM...	200.00
Vendor 11853 - New Mexico Municipal League Total:		200.00
Vendor: 14382 - OMG Printing		
OMG Printing	mailing for ccr report printing	7,159.50
OMG Printing	Police (5) Code Enforcement ...	335.00
Vendor 14382 - OMG Printing Total:		7,494.50
Vendor: 12009 - P & D Petroleum, Inc		
P & D Petroleum, Inc	Water- Fuel for February	1,467.37
Vendor 12009 - P & D Petroleum, Inc Total:		1,467.37
Vendor: 12075 - Pettigrew & Associates, P. A.		
Pettigrew & Associates, P. A.	Grant 23-H4115	6,989.67
Vendor 12075 - Pettigrew & Associates, P. A. Total:		6,989.67
Vendor: 12081 - Phoenix Enterprises, Inc		
Phoenix Enterprises, Inc	Parks- Weed killer for parking ...	1,374.68
Vendor 12081 - Phoenix Enterprises, Inc Total:		1,374.68
Vendor: 14820 - PREMIER WATERWORKS INC		
PREMIER WATERWORKS INC	Water- Couplers and Gaskets	869.81
PREMIER WATERWORKS INC	Water- clamps and saddles	2,648.24
PREMIER WATERWORKS INC	Water- clamps	3,219.60
PREMIER WATERWORKS INC	Water- 2" sleeves	2,320.90
PREMIER WATERWORKS INC	Water- Hymax, clamps, and ba..	3,528.42
PREMIER WATERWORKS INC	Water- nipples, rangers, butt f...	3,641.49
PREMIER WATERWORKS INC	Water- parts for dogpound an...	1,183.75
PREMIER WATERWORKS INC	Water- Coupler change overs ...	1,800.00

Expense Approval Report

Payment Dates: 3/25/2024 - 4/5/2024

Vendor Name	Description (Item)	Amount
PREMIER WATERWORKS INC	Hymax Flip Coupling	1,236.60
PREMIER WATERWORKS INC	Water- batteries for pump stic...	1,108.31
PREMIER WATERWORKS INC	Water- 6- 2" Hymax	1,236.60
Vendor 14820 - PREMIER WATERWORKS INC Total:		22,793.72
Vendor: 12155 - Pure Operations, LLC		
Pure Operations, LLC	ww vacuum regulator for chlor..	1,467.80
Pure Operations, LLC	ww chlorine regulator	1,545.10
Vendor 12155 - Pure Operations, LLC Total:		3,012.90
Vendor: 14999 - PVS DX INC		
PVS DX INC	ww chlorine	110.00
PVS DX INC	ww chlorine	130.00
PVS DX INC	Water- Chlorine rent fee	140.00
Vendor 14999 - PVS DX INC Total:		380.00
Vendor: 12213 - Reid Insurance Group, Inc.		
Reid Insurance Group, Inc.	Bond-Mark Owens	100.00
Vendor 12213 - Reid Insurance Group, Inc. Total:		100.00
Vendor: 12248 - Robert's Anesthesia Repair LLC		
Robert's Anesthesia Repair LLC	APS- Annual maintenance ane...	1,672.14
Vendor 12248 - Robert's Anesthesia Repair LLC Total:		1,672.14
Vendor: 12250 - Roberts Oil & Lube		
Roberts Oil & Lube	Police 3/1-3/31 Unit Oil Chan...	107.00
Vendor 12250 - Roberts Oil & Lube Total:		107.00
Vendor: 15038 - Rocking C Fencing and Gate Automation		
Rocking C Fencing and Gate A...	ww gate repairs	5,730.00
Vendor 15038 - Rocking C Fencing and Gate Automation Total:		5,730.00
Vendor: 14893 - SUNGUARD PRECISION LLC		
SUNGUARD PRECISION LLC	Cem- Safety lights and tinting ...	2,985.46
SUNGUARD PRECISION LLC	Lights for Truck - Grant 23-H4...	1,574.79
Vendor 14893 - SUNGUARD PRECISION LLC Total:		4,560.25
Vendor: 12544 - SWAT, LLC		
SWAT, LLC	APS-fix internet	224.70
Vendor 12544 - SWAT, LLC Total:		224.70
Vendor: 12550 - Symbol Arts		
Symbol Arts	FIRE: Badges for new employe...	807.86
Vendor 12550 - Symbol Arts Total:		807.86
Vendor: 12555 - SYSCO West Texas, Inc.		
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	139.68
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	139.68
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	279.34
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	841.79
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	420.89
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	420.89
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	1,381.84
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	192.43
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	96.95
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	96.95
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	644.84
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	1,289.69
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	644.84
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	889.31
SYSCO West Texas, Inc.	SC-kitchen supplies-FF	45.29
SYSCO West Texas, Inc.	SC-kitchen supplies-FF	45.29
SYSCO West Texas, Inc.	SC-kitchen supplies-FF	90.56
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	55.99
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	111.98
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	55.99
SYSCO West Texas, Inc.	SC-food for meals/supplies/NS...	465.63

Expense Approval Report

Payment Dates: 3/25/2024 - 4/5/2024

Vendor Name	Description (Item)	Amount
SYSKO West Texas, Inc.	SC-food for meals/supplies/NS...	931.27
SYSKO West Texas, Inc.	SC-food for meals/supplies/NS...	465.63
SYSKO West Texas, Inc.	SC-food for meals/supplies/NS...	1,233.97
Vendor 12555 - SYSKO West Texas, Inc. Total:		10,980.72
Vendor: 12585 - TDS		
TDS	APS- Internet	47.95
Vendor 12585 - TDS Total:		47.95
Vendor: 15036 - TRANE U.S. INC.		
TRANE U.S. INC.	Fire - A/C repairs in station 2. ...	6,290.53
Vendor 15036 - TRANE U.S. INC. Total:		6,290.53
Vendor: 15034 - TRUE NORTH SOFTWARE LLC		
TRUE NORTH SOFTWARE LLC	Police Capers Maintenance	236.00
Vendor 15034 - TRUE NORTH SOFTWARE LLC Total:		236.00
Vendor: 14638 - UNITED SUPERMARKETS, LLC		
UNITED SUPERMARKETS, LLC	Fire-Shift Meals	335.57
UNITED SUPERMARKETS, LLC	Fire-Shift Meals	217.73
UNITED SUPERMARKETS, LLC	Fire-Shift Meals	159.32
UNITED SUPERMARKETS, LLC	Fire-Shift Meals	113.82
UNITED SUPERMARKETS, LLC	Fire-Shift Meals	80.11
UNITED SUPERMARKETS, LLC	Fire-Shift Meals	80.01
Vendor 14638 - UNITED SUPERMARKETS, LLC Total:		986.56
Vendor: 12826 - Valentine Auto Service		
Valentine Auto Service	SC-check dodge van kitchen-FF	203.72
Vendor 12826 - Valentine Auto Service Total:		203.72
Vendor: 12838 - Verizon		
Verizon	TELEPHONE	41.11
Verizon	PLANNING & ZONING TELEPH...	41.11
Verizon	TELEPHONE	46.11
Verizon	TELEPHONE	179.70
Verizon	TELEPHONE	1,193.34
Verizon	TELEPHONE	360.77
Verizon	TELEPHONE	80.02
Verizon	TELEPHONE	82.91
Verizon	TELEPHONE	123.33
Verizon	SPECIAL RECREATION TELEPH...	41.11
Verizon	TELEPHONE	330.38
Verizon	WASTEWATER TELEPHONE	201.10
Verizon	TELEPHONE	202.25
Vendor 12838 - Verizon Total:		2,923.24
Vendor: 10266 - VISUAL EDGE IT		
VISUAL EDGE IT	Library March2024 Xerox cys....	54.95
Vendor 10266 - VISUAL EDGE IT Total:		54.95
Vendor: 12919 - Waste Management of New Mexico		
Waste Management of New ...	670-3030- \$89600.23	89,600.23
Waste Management of New ...	670-15658- \$95670.53	95,670.53
Vendor 12919 - Waste Management of New Mexico Total:		185,270.76
Vendor: 12951 - Western Fire & Safety		
Western Fire & Safety	city hall- inspections of fire ext..	295.41
Western Fire & Safety	inspection of fire extinguishers	209.61
Western Fire & Safety	senior citizens- inspection of fi...	669.42
Western Fire & Safety	inspection of fire extinguishers	1,108.56
Western Fire & Safety	inspection of fire extinguishers	335.10
Western Fire & Safety	inspection of fire extinguishers	870.27
Vendor 12951 - Western Fire & Safety Total:		3,488.37
Vendor: 14769 - WILSON INDEPENDENT OPS LLC		
WILSON INDEPENDENT OPS L...	ww consultant fees	3,956.33
Vendor 14769 - WILSON INDEPENDENT OPS LLC Total:		3,956.33

Expense Approval Report

Payment Dates: 3/25/2024 - 4/5/2024

Vendor Name	Description (Item)	Amount
Vendor: 12964 - Windstream		
Windstream	WINDSTREAM-PARKS	48.00
Windstream	WINDSTREAM-MUSEUM	48.00
Windstream	WINDSTREAM-WATER	95.98
Windstream	WINDSTREAM-WW	96.88
Windstream	WINDSTREAM-PARKS	47.94
Windstream	WINDSTREAM-MUSEUM	47.94
Windstream	WINDSTREAM-WATER	95.88
Windstream	WINDSTREAM-WW	96.77
Vendor 12964 - Windstream Total:		577.39
Vendor: 13011 - Zia Consulting, Inc.		
Zia Consulting, Inc.	Police J Colin Pre-employ psych	600.00
Vendor 13011 - Zia Consulting, Inc. Total:		600.00
Vendor: 14833 - ZIA PLUMBING LLC		
ZIA PLUMBING LLC	23-H3052 Grant Public Safety...	13,428.57
Vendor 14833 - ZIA PLUMBING LLC Total:		13,428.57
Grand Total:		706,499.42

Report Summary

Fund Summary

Fund	Payment Amount
101 - General Fund	78,448.25
110 - Motor Vehicle	955.54
116 - Cemetery	3,853.30
209 - Fire Protection Grant	6,696.76
214 - Lodger's Tax	8,125.00
217 - Special Recreation	1,311.72
218 - Federal COVID	75,400.83
219 - Sr Citz Multi Purpose Grant	18,894.37
220 - NSIP	3,505.12
226 - Facilities - Magistrate Court	679.06
255 - Lea Theatre	220.63
301 - Capital Projects	152,318.03
311 - ECONOMIC DEVELOPMENT	12,500.00
501 - Water Fund	57,305.26
504 - Solid Waste	185,515.87
505 - WasteWater	94,876.43
509 - Ambulance	4,906.69
704 - Fire Dept-Trust & Agency	986.56
Grand Total:	706,499.42

Account Summary

Account Number	Account Name	Payment Amount
101-0200-47060	Insurance/Bonds-Non-E...	100.00
101-0200-47160	Utilities - Judicial	531.76
101-1000-47150	Telephone	41.11
101-1000-47160	Utilities	43.00
101-1010-45030	Professional Services - L...	148.73
101-1010-45900	Other Contractual Servic...	4,375.00
101-1010-47080	Printing,Publishing,Adve...	8,517.76
101-1010-47160	Utilities - Legislative	43.00
101-1210-44010	Rep/Maint:Building/Stru...	295.41
101-1210-44900	Other Maintenance	447.14
101-1210-45900	Other Contractual Servic...	116.24
101-1210-46010	Supplies-Office,Field,Edu...	129.02
101-1210-47160	Utilities	630.78
101-1220-47040	Employee Training - Pla...	200.00
101-1220-47150	Telephone - Planning and..	127.39
101-1220-47160	Utilities - Planning and Z...	43.00
101-1400-45030	Professional Services - P...	770.40
101-1400-46010	Supplies-Office,Field,Edu...	2,723.71
101-1400-47150	Telephone - Parks	95.94
101-1400-47160	Utilities - Parks	8,670.74
101-1430-47160	Utilities - Swimming Pool	172.81
101-1440-47150	Telephone	95.94
101-1440-47160	Utilities	1,783.34
101-1620-44010	Rep/Maint:Building/Stru...	75.08
101-1620-46010	Supplies-Office,Field,Edu...	549.82
101-1620-46915	Library Books - Library	588.72
101-1620-47080	Printing,Publishing,Adve...	119.15
101-1620-47150	Telephone - Library	244.21
101-1620-47160	Utilities	1,634.90
101-1640-47150	Telephone	46.11
101-1660-43025	Carol Peachte spay/neu...	2,677.91
101-1660-45030	Professional Services - V...	224.70
101-1660-45033	Veterinary Services - Vet...	4,528.07
101-1660-46010	Supplies-Office,Field,Edu...	1,276.16
101-1660-47150	Telephone - Vet/Animal ...	179.70

Account Summary

Account Number	Account Name	Payment Amount
101-1660-47160	Utilities	780.34
101-1953-42050	Insurance-Health Care - ...	1,284.00
101-1953-44010	Rep/Maint:Building/Stru...	907.81
101-1953-44020	Maintenance:Contracts -...	360.84
101-1953-44030	Rep/Maint:Grounds/Ro...	647.68
101-1953-44040	Rep/Maint:Equipment/V...	3,488.47
101-1953-45030	Professional Services	1,626.27
101-1953-46010	Supplies-Office,Field,Edu...	350.29
101-1953-47010	Communications/Repair ...	771.00
101-1953-47040	Employee Training - Poli...	130.00
101-1953-47150	Telephone	1,193.34
101-1953-47160	Utilities - Police Dept.	3,623.22
101-2000-44010	Rep/Maint:Building/Stru...	75.38
101-2000-46010	Supplies-Office,Field,Edu...	22.44
101-2000-46040	Uniform/Linen Expense -...	807.86
101-2000-47160	Utilities	1,760.97
101-2002-44010	Rep/Maint:Building/Stru...	544.71
101-2002-47150	Telephone - Troy J. Harris..	80.02
101-2002-47160	Utilities - Troy J. Harris C...	777.98
101-2100-47160	Utilities - Public Works A...	15.98
101-2150-47160	Utilities - Special Recreat...	509.43
101-2160-44010	Rep/Maint:Building/Stru...	1,262.26
101-2160-44030	Rep/Maint:Grounds/Ro...	1,394.69
101-2160-46010	Supplies-Office,Field,Edu...	270.57
101-2160-47150	Telephone	82.91
101-2160-47160	Utilities	12,425.77
101-2202-44010	Rep/Maint:Building/Stru...	142.87
101-2235-44010	Rep/Maint:Building/Stru...	75.08
101-2235-47160	Utilities - Denton Building	789.32
110-1012-44020	Maintenance:Contracts	44.73
110-1012-47160	Utilities	910.81
116-1640-44040	Rep/Maint:Equipment/V...	2,985.46
116-1640-46010	Supplies-Office,Field,Edu...	648.54
116-1640-47160	Utilities - Cemetery	219.30
209-2202-44010	Rep/Maint:Building/Stru...	6,290.53
209-2202-44040	Rep/Maint:Equipment/V...	406.23
214-2201-45900	Other Contractual Servic...	8,125.00
217-2150-46010	Supplies-Office,Field,Edu...	43.98
217-2150-47160	Utilities - Special Recreat...	1,267.74
218-1210-46011	COVID - Supplies	69,670.83
218-1210-48020	Equipment & Machinery	5,730.00
219-1610-43030	Transportation (Gas,Oil,E...	203.72
219-1610-44010	Rep/Maint:Building/Stru...	669.42
219-1610-44020	Maintenance:Contracts -...	101.65
219-1610-44040	Rep/Maint:Equipment/V...	32.97
219-1610-46010	Supplies-Office,Field,Edu...	2,870.78
219-1610-46901	Nutritional-Supplies	1,377.21
219-1610-46902	Nutritional-Food Supplie...	11,773.63
219-1610-47150	Telephone	123.33
219-1610-47160	Utilities - Senior Citizen ...	1,741.66
220-1610-46903	Nutritional-N.S.I.P.-Raw ...	3,505.12
226-2225-47150	Telephone	58.54
226-2225-47160	Utilities	620.52
255-1948-47150	Telephone - Special Recr...	220.63
301-2160-48070	Vehicles	131,899.79
301-2400-45030	Professional Services - C...	20,418.24
311-2300-45900	Other Contractual Servic...	12,500.00
501-2125-43030	Transportation (Gas,Oil,E...	1,467.37

Account Summary

Account Number	Account Name	Payment Amount
501-2125-44010	Rep/Maint:Building/Stru...	9,371.05
501-2125-44040	Rep/Maint:Equipment/V...	465.78
501-2125-44050	Rep/Maint:Meters/Pum...	2,861.00
501-2125-44900	Other Maintenance - Wa...	1,733.18
501-2125-46010	Supplies-Office,Field,Edu...	14,902.89
501-2125-47150	Telephone	767.35
501-2125-47160	Utilities	15,760.23
501-2125-48010	Building & Structures	9,448.60
501-2125-48020	Equipment & Machinery ...	527.81
504-2140-45920	Waste Management/Col...	185,270.76
504-2140-47150	Telephone	245.11
505-2125-47160	Utilities	193.26
505-2130-44050	Rep/Maint:Meters/Pum...	312.50
505-2130-46010	Supplies-Office,Field,Edu...	26,915.91
505-2130-47150	Telephone - Waste Water	394.75
505-2130-47160	Utilities - Waste Water	12,548.01
505-2130-48920	Lift Station & Pump Lines...	54,512.00
509-2010-46010	Supplies-Office,Field,Edu...	2,894.07
509-2010-46040	Uniform/Linen Expense -...	302.49
509-2010-47150	Telephone	202.25
509-2010-47160	Utilities - Ambulance	1,507.88
704-0000-36020	State Grass Fire Reimb	986.56
Grand Total:		706,499.42

Project Account Summary

Project Account Key	Payment Amount
None	591,548.44
23-H3052-PS	13,428.57
23-H4115	6,989.67
23-H4117	1,574.79
23-ZH9234 Jr Bill - Parks	75,028.00
FY18CONG	3,547.41
FY18HD	9,382.30
FY18MULTI	3,547.41
FY18NSIP	1,233.97
FY18TRANS	218.86
Grand Total:	706,499.42

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 4/8/2024



Item Type: Resolution

SUBJECT: Resolution 2024-031 - City Manager Approval of Salary Increase
DEPARTMENT: City Clerk
SUBMITTED BY: Shannon Lester
DATE SUBMITTED: 4/1/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

City Manager David Miranda will have a six-month evaluation per his contract with the City of Lovington

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description	Type
City Manager Contract	Cover Memo
Res 2024-031 - City Manager Approval of Salary Increase	Cover Memo

**EMPLOYMENT CONTRACT
BETWEEN THE CITY OF LOVINGTON, NEW
MEXICO AND DAVID MIRANDA**

-This agreement is entered into effective this the 9th day of October, 2023 by and between the **MAYOR AND THE CITY COMMISSION, NEW MEXICO**, (hereinafter referred to as "Employer") and **David Miranda** (hereinafter referred to as "Manager").

The purpose of this agreement is to specify the terms and conditions of employment for Manager in his capacity as City Manager, and other relations, interactions, and activities of the Employer and the City Commission, individually, as they relate to Manager. Any reference to "Commission" in this agreement means the Mayor and City Commission of Lovington, New Mexico.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES:

SECTION 1 -- TERM OF EMPLOYMENT:

The initial term of employment provided for in this contract is from the date of this agreement for a period of one (1) year through October 9, 2024. The agreement is subject to at will termination and a (60)-day severance package as specified below. The one-year term may be extended as provided in this agreement.

SECTION 2 -- MANAGER'S GENERAL RESPONSIBILITY:

Manager will serve as the chief executive officer of the City and will work under the supervision of the Mayor and shall receive and follow the directives of the Commission through and by a majority vote of the Commission in any legally held meeting.

Manager is expected to utilize those resources provided to the maximum benefit of the citizens of the City of Lovington. Manager will at all times, faithfully, industriously, and to the best of his ability perform all the duties assigned to his position. Manager shall do that which is within his power to assure that all City functions directed by him are performed in a manner consistent with the laws of the United States, the laws of the State of New Mexico, and resolutions and ordinances of the City of Lovington.

Manager shall do all things directed the Mayor and City Commission which the manager has no reason to believe are inconsistent with any law of the United States or the State of New Mexico. Manager shall not take direction or do anything at the direction of one or more Commissioners if such direction was not acted upon at a properly convened meeting of the Commission. Provided, however, that Manager may respond to requests by individual Commissioners for information concerning issues of concern to the Commission, including periodic status reports, on pending matters. Additionally, Manager may consistent with the provisions of the New Mexico Open Meetings act and Public Records Act, communicate with and receive direction from one or more Commissioners in the event such communication and direction is made necessary by the existence of an emergency necessitating immediate response to protect the health, safety and general welfare of the citizens of the City of Lovington.

Manager will be an FLSA-exempt Manager, not subject to overtime compensation or accrual of compensatory time. Manager is expected to keep customary office hours and to complete a demanding work schedule consistent with the position held. Flexibility relating to Manager's hours, in terms of number of hours worked in any week or the schedule of hours worked, is as required, relevant to the demands of the position.

Manager and employer will communicate via agreed upon methods for the purpose of keeping each other informed of Manager's activities and of issues of concern to the Commission. Manager will strive to establish positive relations with the community, elected leadership and with representatives of the media.

Manager is expected to treat the Mayor and individual Commissioners with proper respect and dignity.

SECTION 3 – EMPLOYER'S GENERAL RESPONSIBILITY:

Employer shall establish clear and reasonable goals to which Manager may strive. Employer will provide Manager with necessary resources with which to achieve these goals, and shall give Manager necessary latitude in determining required resources.

Employer shall allow Manager to exercise those management responsibilities assigned in a professional manner. Employer shall allow manager the opportunity to provide input into matters being debated before Commission which impact Manager's ability to manage the affairs of the City, or matters in which Manager, in his capacity as City Manager, is expected to be or should be knowledgeable.

Employer shall allow and encourage Manager to participate in appropriate professional associations, boards, or committees associated with the responsibilities assigned to the Manager. Employer shall allow and encourage Manager to attend available training seminars or educational courses relative to Manager's responsibilities, within the confines of approved budgetary allowances, and subject to the advice and consent of Mayor and City Commission.

Employer shall defend and indemnify Manager from and against any and all claims or causes of action brought against Manager as a result of or in connection with Manager's duties hereunder. Provided that nothing contained herein shall require the Employer to indemnify, protect and hold harmless Manager from Manager's own negligence, misfeasance or intentional acts.

SECTION 4 – TERMINATION OF EMPLOYMENT:

Employer may terminate Manager at-will, and without cause, upon a majority vote of the City Commission. In the event of such termination, Manager shall be entitled to receive severance pay as provided for below unless the termination is related to the charge or conviction of a felony, or a crime of dishonesty or moral turpitude.

Manager may terminate employment only after giving sixty (60) days' notice to Employer, and Employer, by vote of the Council, may elect to reduce this notice requirement if it deems it appropriate to do so. The City Manager shall not be entitled to the above referenced severance upon his voluntary resignation pursuant to this paragraph unless all or a portion of the severance is specifically approved by the City Commission at that time.

SECTION 5 -- RENEWAL OF AGREEMENT/RENEGOTIATION:

This Agreement may be renewed annually after the initial first year term as follows:

No less than two (2) months before the scheduled termination of this contract, Employer, by a vote of the Commission, shall make a decision to negotiate a new contract with Manager or to allow this contract to terminate.

If, within one (1) month of the scheduled termination of this contract, a decision to allow termination of the contract has not been made, or a new contract has not been agreed upon by both parties to this agreement, then, all aspects of this agreement shall remain in force and be binding upon both parties for an additional one year period of time unless and until:

- a) a new agreement is adopted by the parties;
- b) a date is specified by Manager on which he agrees to terminate said contract, providing Manager gives at least thirty (30) days' notice in writing.

SECTION 6 -- COMPENSATION:

The annual salary for Manager shall be One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00) per year. Salary increases will be determined annually on or about the date of renewal by the Commission and based on the workload assigned to the Manager, annual reviews, and other factors the Commission may wish to consider. The negotiated salary contemplated by this contract shall include consideration of cost-of-living increases, educational advancement pay incentives, longevity pay increases and all other pay benefits provided to City employees generally.

If at any time, the Commission considers granting a pay increase to City employees generally, a pay increase shall also be provided to Manager in an amount determined by the Commission. Commission may authorize all unpaid vacation leave to be paid to the Manager at the beginning of the contract period.

Manager's salary shall be subject to all required deductions such as Federal and State

Income tax, FICA, Medicare, and Worker's Compensation. In addition, Manager shall designate such other deductions such as retirement, health, dental, vision, life and other insurance programs provided generally by Employer to its Managers in which he elects to participate.

In the event of an at-will termination, as provided for in this agreement, Manager shall receive sixty (60) days compensation/severance pay based on the salary of Manager at the time of termination. City Manager shall also be compensated for all earned sick and vacation leave and other accrued benefits through the date of his termination.

The City Manager's next evaluation shall be conducted by the Mayor with the City Commission within 180 days from the date of this agreement. If, this evaluation is deemed to be satisfactory, the City Commission may adjust the City Manager's salary by an increase of Five Thousand Dollars (\$5,000.00).

Nothing in this agreement shall preclude Employer from increasing the compensation amounts provided for in this section based on an annual evaluation of Manager's performance.

SECTION 7 – BENEFITS:

All fringe benefits afforded regular employees of the City of Lovington, established by policy or custom, save and except those exceptions noted in this Agreement shall be granted to Manager. Manager shall make any contribution that is standard and usual for City employees in the participation of and enjoyment of benefit provided by the City.

Manager shall be entitled to take paid vacation, up to a maximum of one hundred and twenty (120) hours annually for years one through five of employment as the work schedule permits. Manager will coordinate vacation time or other extended absences with the mayor and shall provide Employer with one (1) week advance notice of any vacation which is for one (1) week or longer. Manager is required to assure that in his absence matters are properly addressed as if he were present, to the best of her (his) ability. During vacation, Manager is required to keep in regular contact with the City staff and Mayor and shall continue to provide direction and be available for consultation as needed.

Manager shall be entitled to eighty (80) hours of paid sick leave annually.

Any vacation or sick leave benefits not used shall accrue in accordance with the accrual provisions of the Lovington Personnel Policy effective for regular employees of the city.

Employer agrees to budget and to pay for the subscriptions and professional dues for the I.C.M.A. for City Management and other dues and subscriptions which are necessary for his continuation and full participation in national, state and local associations which advance City Manager's professional growth and which further the various goals and objectives of the City.

Manager will also be provided with a city owned automobile, or drive for use in business

related travel and for the purpose of commuting to and from work on a daily basis. Alternatively, Manager may elect to drive his own vehicle in which case he shall be paid mileage at the City then current mileage reimbursement rate or IRS mileage rate.

Manager's compensation shall not be reduced during the term of this contract or during any extensions provided under this agreement.

SECTION 8 -- SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents, verbal or otherwise will be valid or enforceable unless embodied into this Agreement. No waiver or modification of this Agreement or any condition or limitation herein contained will be valid unless duly executed by the Mayor and Manager.

SECTION 9 - - APPLICABLE LAW:

The law of the State of New Mexico shall govern the interpretation of this Agreement. Venue for any action brought with respect to this Agreement shall be the District Court of the County of Lea, State of New Mexico.

SECTION 10 -- SEVERABILITY:

If any of the provisions of this Agreement is declared invalid or unenforceable the remaining provisions will not be affected and will remain in full force and effect.

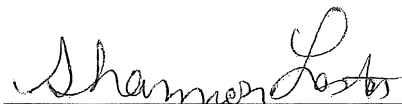
SECTION 11 -- ASSIGNMENT:

Neither of the parties to this Agreement may assign any rights, obligations, or interest arising from this Agreement in whole or in part without the express written consent of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.



ATTEST:


Shannon Lester, City Clerk

Employer: City of Lovington, New Mexico




Howard "Robbie" Roberts, Mayor

Manager:



David Miranda

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



Patrick McMahon, City Attorney

LEA COUNTY, NEW MEXICO

RESOLUTION NO. 2024-031

CITY MANAGER SALARY ADJUSTMENT

WHEREAS, the Lovington City Commission appointed Interim City Manager David Miranda to the position of City Manager at the October 9, 2023 regular City Commission meeting, and

WHEREAS, City Manager Miranda has completed six months (180 days) from the date of appointment as City Manager, and

WHEREAS, the contract between City Manager Miranda and the City of Lovington provides for a salary increase of five-thousand dollars (\$5,000.00) after six months (180 days) with a favorable evaluation; and

WHEREAS, the Lovington City Commission has given City Manager David Miranda a favorable evaluation;

NOW THEREFORE, BE IT RESOLVED by the Lovington City Commission that the City Commission approves a salary adjustment for City Manager David Miranda of five-thousand dollars (\$5,000.00).

DONE THIS 8TH DAY OF APRIL, 2024

City of Lovington New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk