

# Board of County Commissioners



Regular Meeting Thursday, March 4, 2021 9:00 A.M.

Lea County Courthouse - Commission Chambers 100 North Main Avenue Lovington, New Mexico



# Lea County

# Board of County Commissioners

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Lea County Courthouse ~ Commission Chambers
100 North Main Avenue, Lovington, New Mexico



### Lea County Board of County Commissioners Regular Meeting

Thursday, March 4, 2021 9:00 A.M.

### Lea County Courthouse - Commission Chambers - 100 North Main, Lovington, New Mexico

Notice of this Meeting has been given to the Public in Compliance with Section 10-15-4 NMSA 1978

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 Lea County Manager's office located in the Lea County Courthouse in Lovington, New Mexico 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 Lea County Manager's Office at the Lea County Courthouse if a summary or other type of accessible format is needed.

This Meeting is Open to the Public - No more than 10 Persons in a Meeting Space - Maintain 6 Feet Distance Multiple Public Areas Will Be Open in the Courthouse for the Public to View the Board Meeting

### **AGENDA**

Call to Order ~ Roll Call ~ Pledge of Allegiance ~ Invocation

### ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 21-MAR-047R Approving the February 18, 2021 Regular Meeting Minutes.
- Public Comments (Non Agenda Items).
- Commissioners and Manager Comments.
- Consideration of Lea County Resolution No. 21-MAR-048R Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.
- Consideration of Lea County Resolution No. 21-MAR-049R Approving/Confirming Appointment(s) to the New Horizons Foundation Board.
- Consideration of Lea County Resolution No. 21-MAR-050R Approving a Financial Commitment of \$300,000.00 to the City of Hobbs for the Purpose of Constructing a Veterans Memorial. (Jonathan Sena, Commissioner – District 4)
- Discussion of the Threats to the Oil & Gas Industry in Lea County. (Pat Sims, Commissioner – District 5)

### ITEM 02: ACTION ITEMS

- Consideration of Lea County Resolution No. 21-MAR-051R Authorizing the Approval and Execution of an Application for Law Enforcement Protection Funds (LEPF) for FY 2021 – 2022. (Corey Helton, County Sheriff)
- Consideration of Lea County Resolution No. 21-MAR-052R Approving the Investment Policy for Lea County. (Susan Marinovich, County Treasurer)
- Consideration of Lea County Resolution No. 21-MAR-053R Approving Grant Agreement No. E2595 between Lea County and New Mexico Department of

Finance and Administration Local Government Division for a Capital Outlay Appropriation for the Lea County Courthouse Renovations. (Mike Gallagher, County Manager)

- Consideration of Lea County Resolution No. 21-MAR-054R Approving Award of Request for Proposal No. 01 (2020 – 2021) Multi-Term Insurance Broker for Lea County. (John W. Caldwell, County Attorney)
- Consideration of Lea County Resolution No. 21-MAR-055R Authorizing Out of State Travel March 10 – 11, 2021 to Dallas/Fort Worth, Texas to Attend Annual Aircraft Rescue & Fire Fighting (ARFF) Training for the Lea County Regional Airport ARFF Fire Department. (Lorenzo Velasquez, Emergency Manager)
- Consideration of Lea County Resolution No. 21-MAR-056R Approving Recommendations from a Freeholders Committee Regarding the Vacation of Dedicated Right of Way Being 25<sup>th</sup> Street, South of Elm Street in the Five-O Subdivision, Unit 2, in Section 5, Township 16 South, Range 36 East, N.M.P.M. Lea County, New Mexico. (Bruce Reid, County Planner)
- Consideration of Lea County Resolution No. 21-MAR-057R Approving Budget Adjustment No. 02 FY 2020 - 2021. (Chip Low, Finance Director)

### ITEM 03: DISCUSSION ITEMS

Discussion of Lea County's FY 2021 – 2022 Budget. (Chip Low, Finance Director)

### ITEM 04: EXECUTIVE SESSION

 COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Limited Personnel Matters, Namely the Interim Facilities Director; as Authorized by the NMSA 1978 § 10-15-1 H (2).

COMMISSION MAY CONVENE IN OPEN SESSION to take Action, if any, on the Closed Session Item(s).

### ITEM 05: OTHER BUSINESS

 Consideration of Lea County Resolution No. 21-MAR-058R Approving the Appointment of Edmundo R. Lara II to the Position of Facilities Director. (Mike Gallagher, County Manager)

#### **ADJOURN**

~ Please join us for our next regular meeting on Thursday, March 18, 2021 at 9:00 A.M. ~

Consideration of Lea County Resolution No. 21-MAR-047R Approving the February 18, 2021 Regular Meeting Minutes

#### Minutes of Meeting Lea County Board of Commissioners February 18, 2021

Chair Long called the meeting to order at 9:02 a.m. in the Lea County Courthouse

Commissioners present were, to wit: Vice Chair Dean Jackson, District 1, Chair Rebecca Long, District 2, Commissioner Gary G. Eidson, District 3, Jonathan Sena, District 4, and Commissioner Pat Sims, District 5.

Also present were Lea County Manager Michael P. Gallagher II, and Lea County Attorney John W. Caldwell.

Vice Chair Jackson led the Pledge of Allegiance followed by the Invocation by Commissioner Sena.

#### ITEM 01: COMMISSION

 Consideration of Lea County Resolution No. 21-FEB-041R Approving the February 4, 2021 Regular Meeting Minutes.

Chair Long requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution. No. 21-FEB-041R Approving the February 4, 2021 Regular Meeting Minutes. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Public Comments

There were no public comments

. Commissioners and Manger Comments

Commissioner Sims made comments in regards to the energy decisions from Santa Fe. He also made comments in regards to Lea County seceding from New Maxico

Commissioner Sena made comments in regards to memorials for veterans.

Chair Long made comments in regards to traveling to Santa Fe for a board meeting.

Consideration of Lea County Resolution No. 21-FEB-042 Approving/Confirming Appointment(s) to the Lovington – Lea County Extraterritorial Zoning Commission. (Rebecca Long, Commission Chair)





## LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

00/40/0004	SUBMITTED BY Name, Title, Dept:
02/18/2021	Hollye Shearer/Recording Secretary, Deputy Clerk/Clerk's Office
SUBJECT: Minutes	ATTACHMENT(S): Resolution Draft Minutes
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED:
1 Resolution; 1 Set of Minutes	Action Item
BUDGET LINE ITEM NUMBER: N/A	FISCAL BUDGET YEAR:
STRATEGIC PLAN Implementation of 5 Year Strategic Plan:	
Section 2 - 6: Transparency and ethical decision making continue	e to be the framework in which the county operates.
SUMMARY:	
See attached draft minutes submitted by Hollye Sh meetings:	earer, Recording Secretary/Deputy Clerk, for the following LCBCC
Requested Items Needed for Presentation Easel Laptop Projector	
Easel Laptop Projector how many:	Other: Summary Attached
Easel Laptop Projector	
Easel Laptop Projector how many:  SUBMITTER'S RECOMMENDATION(S):	Other:  Summary Attached  Submitter's Signature Department Director, Etc.
Easel Laptop Projector If checked; how many:  SUBMITTER'S RECOMMENDATION(S):  Review & Approve Minutes  FINANCE REVIEW Fiscal Impact/Cost:	Summary Attached  Submitter's Signature Department Director, Etc.  Sarvan Astronomy Reviewed by Finance Director  ByPass Digitally signed by ByPass Finance Review
Easel Laptop Projector If checked; how many:  SUBMITTER'S RECOMMENDATION(S): Review & Approve Minutes  FINANCE REVIEW Fiscal Impact/Cost:  ByPass Finance Review	Summary Attached  Submitter's Signature Department Director, Etc.  Sanda Structure State  Reviewed by Finance Director  ByPass ByPass Finance Review Finance Review Date: 2021.02.28 19:48:57-0700'  Reviewed by County Attorney  Approved by County Manager
Easel If checked; how many:  SUBMITTER'S RECOMMENDATION(S): Review & Approve Minutes  FINANCE REVIEW Fiscal Impact/Cost: ByPass Finance Review  LEGAL REVIEW: (Note: Travel does not need legal review)  COUNTY MANAGER REVIEW: Meeting Minutes Reviewed by LCBCC D3 (02/18); LCBCC D2 (02/18)	Submitter's Signature Department Director, Etc.  Sanda Structure Department Director, Etc.  Sanda Structure Structor  Reviewed by Finance Director  ByPass Digitally signed by ByPass Finance Review Finance Review Date: 2021.02.28 19:48:57-0700'  Reviewed by County Attorney  Approved by County Manager to be Placed on Agenda
Easel If checked; how many:  SUBMITTER'S RECOMMENDATION(S): Review & Approve Minutes  FINANCE REVIEW Fiscal Impact/Cost: ByPass Finance Review  LEGAL REVIEW; (Note: Travel does not need legal review)  COUNTY MANAGER REVIEW: Meeting Minutes Reviewed by LCBCC D3 (02/18); LCBCC D2 (02	Submitter's Signature Department Director, Etc.  Sarwardstv-t-Brito  Reviewed by Finance Director  ByPass Digitally signed by ByPass Finance Review Finance Review Date: 2021.02.28 19:48:57-07:00'  Reviewed by County Attorney  Approved by County Attorney  Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.02.28 19:49:46 07:00'  USE ONLY ~ COMMISSION ACTION TAKEN
Easel If checked; how many:  SUBMITTER'S RECOMMENDATION(S): Review & Approve Minutes  FINANCE REVIEW Fiscal Impact/Cost: ByPass Finance Review  LEGAL REVIEW: (Note: Travel does not need legal review)  COUNTY MANAGER REVIEW: Meeting Minutes Reviewed by LCBCC D3 (02/18); LCBCC D2 (02/18)	Submitter's Signature Department Director, Etc.  Sanda Stive Signature Digitally signed by SyPass Finance Review Finance Review Date: 2021.02.28 19:48:57-0700'  Reviewed by County Manager to be Placed on Agenda  Digitally signed by Michael White College Date: 2021.02.28 19:49:46 0700'  USE ONLY ~ COMMISSION ACTION TAKEN  Other: Ordinance No.

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-047R

# A RESOLUTION APPROVING THE LEA COUNTY BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

WHEREAS, Section 10-15-1 through 10-15-4 of the Open Meetings Act (NMSA 1978), states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS the board, commission or other policy making body shall keep written minutes of all its meetings. The minutes shall include at a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted; and

WHEREAS all minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the policymaking body; and

WHEREAS, NMSA 1978, Section 4-38-12 as amended, allows the County Commission to establish rules and regulations to govern the transaction of county business in these meetings.

**NOW**, **THEREFORE**, **BE IT RESOLVED** by the Board of County Commissioners of Lea County that the attached minutes are hereby approved.

**PASSED AND APPROVED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
Gary G. Eidson (District 3), Member Voted: Yes No Abstain	Jonathan Sena (District 4), Member Voted: Yes No Abstain

Pat Sims (D Voted: Yes	vistrict 5), Member S No Abstain	
ATTEST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Ву:		
Hollye	Shearer, Deputy Clerk	John W. Caldwell, County Attorney

# Minutes of Meeting Lea County Board of Commissioners February 18, 2021

Chair Long called the meeting to order at 9:02 a.m. in the Lea County Courthouse

Commissioners present were, to wit: Vice Chair Dean Jackson, District 1, Chair Rebecca Long, District 2, Commissioner Gary G. Eidson, District 3, Jonathan Sena, District 4, and Commissioner Pat Sims, District 5.

Also present were Lea County Manager Michael P. Gallagher II, and Lea County Attorney John W. Caldwell.

Vice Chair Jackson led the Pledge of Allegiance followed by the Invocation by Commissioner Sena.

### ITEM 01: COMMISSION

• Consideration of Lea County Resolution No. 21-FEB-041R Approving the February 4, 2021 Regular Meeting Minutes.

Chair Long requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution. No. 21-FEB-041R Approving the February 4, 2021 Regular Meeting Minutes. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

Public Comments

There were no public comments

Commissioners and Manger Comments

Commissioner Sims made comments in regards to the energy decisions from Santa Fe. He also made comments in regards to Lea County seceding from New Mexico.

Commissioner Sena made comments in regards to memorials for veterans.

Chair Long made comments in regards to traveling to Santa Fe for a board meeting.

 Consideration of Lea County Resolution No. 21-FEB-042 Approving/Confirming Appointment(s) to the Lovington – Lea County Extraterritorial Zoning Commission. (Rebecca Long, Commission Chair) Chair Long requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 21-FEB-042R Approving/Confirming Appointment(s) to the Lovington – Lea County Extraterritorial Zoning Commission. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

### ITEM 02: ACTION ITEMS

• Consideration of Lea County Resolution No. 21-FEB-043R Approving the Lea County Indigent Claims Burial/Cremation Report. (Chip Low, Finance Director)

Director Low requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution. No. 21-FEB-043R Approving the Lea County Indigent Claims Burial/Cremation Report. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-FEB-044R Approving a Cooperative Educational Services (CES) Agreement Between Lea County and Honeywell International to Replace Six HVAC Units at the Lea County Detention Center. (Edmundo Lara, Interim Facilities Director)

Director Lara asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-FEB-044R Approving a Cooperative Educational Services (CES) Agreement Between Lea County and Honeywell International to Replace Six HVAC Units at the Lea County Detention Center. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-FEB-045R Approving Lifting the Hiring Freeze of Seven Positions (Three Dispatchers; One Maintenance Technician; One Facilities Custodian; One Airport Firefighter; One Environmental Technician) for Lea County. (*Craig Bova, Human Resources Director*)

Director Bova requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-FEB-045R Approving Lifting the Hiring Freeze of Seven Positions (Three Dispatchers; One Maintenance Technician; One Facilities Custodian; One Airport Firefighter; One Environmental Technician)

for Lea County. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

 Consideration of Lea County Resolution No. 21-FEB-046R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Right of Way Being 25<sup>th</sup> Street, South of Elm Street in the Five-O Subdivision in Section 5, Township 16 South, Range 36 East, N.M.P.M Lea County, New Mexico. (*Bruce Reid, County Planner*)

Planner Reid requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-FEB-046R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Right of Way Being 25<sup>th</sup> Street, South of Elm Street in the Five-O Subdivision in Section 5, Township 16 South, Range 36 East, N.M.P.M Lea County, New Mexico. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

### ITEM 03: DISCUSSION ITEMS

 Presentation of Region VI Drug Task – Lea County Drug Task Force 2020 End of Year Activity Report. (Commander Sean Roach & Deputy Commander John Barrientes)

Commander Roach and Deputy Commander Barrientes presented a discussion of Region VI Drug Task – Lea County Drug Task Force 2020 End of Year Activity Report.

• Discussion of Traffic Calming Strategies. (Corey Needham, Assistant County Manager)

Assistant Manager Needham presented of Traffic Calming Strategies.

• Discussion of Lea County's Budget for FY 2021 – 2022: Projected Expenses. (Chip Low, Finance Director)

Director Low presented a discussion of Lea County's Budget for FY 2021 – 2022.

• Discussion of Lea County's Financial Report (January 2021). (Chip Low, Finance Director)

Director Low presented a discussion of Lea County's Financial Report (January 2021).

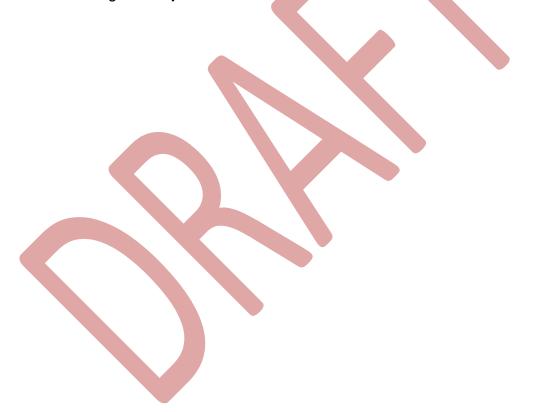
• Discussion of Lea County's Accounts Payable (January 2021). *(Chip Low, Finance Director)* 

Director Low presented a discussion of Lea County's Accounts Payable (January 2021).

### ITEM 04: OTHER BUSINESS

There was no other business

The meeting was adjourned at 10:34 a.m.



### BOARD OF COUNTY COMMISSIONERS LEA COUNTY, NEW MEXICO

Rebecca Long, Chair	
Dean Jackson, Vice Chair	
Gary G. Eidson, Member	
Jonathan Sena, Member	
Pat Sims, Member	

ATTEST: Keith Manes

Lea County Clerk

\_\_\_\_

**Hollye Shearer** 

# Public Comments (Non Agenda Items)







### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

PUBLIC COMMENT SUMMARY FORM Thursday, March 4, 2021 9:00 A.M.

LCBCC MEETING
Lea County Courthouse – Commission Chambers 1st Floor
100 North Main Avenue , Lovington, New Mexico 882620 575.396-8602

Submit this summary form to the Lea County Manager's Office at leacounty@leacounty.net by: Tuesday March 2 2021

	radoudy, majori 2, 2021
DATE SUBMITTED:	SUBMITTED BY:
CONTACT INFO: Phone No.: Email Address: Mailing Address:	Please check in with the Lea County Manager prior to the start of the meeting.  See attached Lea County Resolution No. 21-JAN-019R Open Meetings and Procedures.
SUMMARY OF PUBLIC COMMENT:	
V	
Item 0102	RECORDING SECRETARY'S USE ONLY
Comments:	

# **Commissioners and Manager Comments**







## LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMI	TTED BY Name, Title,	Dept:
02/28/2021	Sandrea	Brito/Executive Coordin	nator/Executive Department
SUBJECT:	ATTAC	HMENT(S):	
Commission/Manager Comments	None	2000000	
NO. OF ORIGINALS FOR SIGNATURE:	ACTIO	N REQUESTED:	
N/A	1000	sion Item	
	Distus	out item	
BUDGET LINE ITEM NUMBER:	1 2000	BUDGET YEAR:	
N/A	N/A		
STRATEGIC PLAN Implementation of 5 Year Str	ategic Plan:		
Section 2.3: Continuous communication with the pu	blic is beneficial and necessary.		
SUMMARY:			
Comments from the Commissioners & Cour	nty Manager		
	4,44,44,44		
Requested Items Needed for Pro	esentation Easels/Laptop/Proje		See Additional
Easel Laptop 🗸	Projector Othe	r:	Summary Attached
SUBMITTER'S RECOMMENDATION(S):			Submitter's Signature
Discussion Only			Department Director, Etc.
			Sandra Ofto to Brits
FINANCE REVIEW Fiscal Impact/Cost:			Reviewed by Finance Director
ByPass Finance Review			ByPass Digitally signed by ByPass Finance Review
			Finance Review Date: 2021.02.28 20:08:38 -07'00'
LEGAL REVIEW: (Note: Travel does not need leg	al review)		Reviewed by County Attorney
MARKET NAME OF THE OWNER OWNE			
COUNTY MANAGER REVIEW:			Approved by County Manager
			to be Placed on Agenda  Digitally signed by Michael  M. L. Collect. P. Gallagher II
			Date: 2021.02.28 20:10:41
Item No. 0103 RECORDING SEC	RETARY'S USE ONLY ~ CO	MMISSION ACTION	TAKEN 0700'
	enled:		
	olicy No		LCBCC & Manager Comments ce No
Continued To: R	eferred To:	Comme	

# Consideration of Lea County Resolution No. 21-MAR-048R Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board

to COUNTY

The Lea County Board of County Commissioners created the Lea County Planning and Zoning Board.

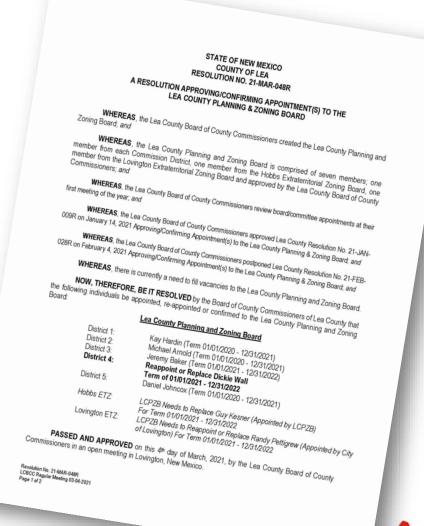
The Lea County Planning and Zoning Board is comprised of seven members; one member from each Commission District, one member from the Hobbs Extraterritorial Zoning Board, one member from the Lovington Extraterritorial Zoning Board and approved by the Lea County Board of County Commissioners.

The Lea County Board of County Commissioners review board/committee appointments at their first meeting of the year.

The Lea County Board of County Commissioners approved Lea County Resolution No. 21-JAN-009R on January 14, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.

The Lea County Board of County Commissioners postponed Lea County Resolution No. 21-FEB-028R on February 4, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.

There is currently a need to fill vacancies to the Lea County Planning and Zoning Board.



# Consideration of Lea County Resolution No. 21-MAR-048R Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board



### **Lea County Planning & Zoning Board:**

District 1: Kay Hardin (Term 01/01/2020 - 12/31/2021)

District 2: Michael Arnold (Term 01/01/2020 - 12/31/2021)

District 3: Jeremy Baker (Term 01/01/2021 - 12/31/2022)

District 4: Reappoint or Replace Dickie Wall for Term 01/01/2021 - 12/31/2022

District 5: Daniel Johncox (Term 01/01/2020 - 12/31/2021)

Hobbs ETZ: LCPZB Needs to Replace Guy Kesner (Appointed by LCPZB) For Term 01/01/2021 - 12/31/2022

Lovington ETZ: LCPZB Needs to Reappoint or Replace Randy Pettigrew (Appointed by City of Lovington)

For Term 01/01/2021 - 12/31/2022





### LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name, Title, De	pt:
02/28/2021	Sandrea Brito/Executive Coordinate	or/Executive Department
SUBJECT:	ATTACHMENT(S):	
Appointments to the Lea County Planning & Zoning Board	Resolution	
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED:	
1 Resolution	(C)	
	Action Item	
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR:	
N/A	N/A	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan:		
Section 2.3 Continuous communication with the public is beneficial a Section 2.4 Leverage resources to the fullest extent to maximize the Section 2.5 Public and employee involvement and participation is be	return to the public and minimize cost to to	ax payer.
SUMMARY:		
The Lea County Board of County Commissioners created	the Lea County Planning and Zonin	ng Board.
The Lea County Planning and Zoning Board is comprised one member from the Hobbs Extraterritorial Zoning Board approved by the Lea County Board of County Commission	, one member from the Lovington E	
The Lea County Board of County Commissioners review board	/committee appointments at their first r	neeting of the year.
		0 4-1-10()
Requested Items Needed for Presentation Ease  Easel Laptop Projector  If checked, how many:		See Additional Summary Attached
SUBMITTER'S RECOMMENDATION(S):	A STATE OF THE STA	Submitter's Signature
Reappoint, Replace or Confirm Appointments to the Lea County Planning & Zoning Board		Department Director, Etc.  Saraing Stort Brito
FINANCE REVIEW Fiscal Impact/Cost:		Reviewed by Finance Director
ByPass Finance Review		ByPass Digitally signed by ByPass Finance Review Date: 2021.02.28 20.08:38 -0700'
LEGAL REVIEW: (Note: Travel does not need legal review)		Reviewed by County Attorney
COUNTY MANAGER REVIEW:		Approved by County Manager
		to be Placed on Agenda Digitally eigned by Michael P. Galleyher II Dels: 2021.02.28 20:10:41 0700'
Item No. 0104 RECORDING SECRETARY'S US	E ONLY ~ COMMISSION ACTION TA	AKEN
	Other:	
Resolution No. 21-MAR-048R Policy No.	Ordinance	No
Continued To: Referred To: Common Commo		· ————

### Summary Form Continued...

The Lea County Board of County Commissioners approved Lea County Resolution No. 21-JAN-009R on January 14, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.

The Lea County Board of County Commissioners postponed Lea County Resolution No. 21-FEB-028R on February 4, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.

There is currently a need to fill vacancies to the Lea County Planning and Zoning Board.

### See Next Page

### Lea County Planning & Zoning Board:

Kay Hardin (Term 01/01/2020 - 12/31/2021) District 1: District 2: Michael Arnold (Term 01/01/2020 - 12/31/2021) Jeremy Baker (Term 01/01/2021 - 12/31/2022) District 3:

District 4: Reappoint or Replace Dickie Wall for Term 01/01/2021 - 12/31/2022

Daniel Johncox (Term 01/01/2020 - 12/31/2021) District 5:

Hobbs ETZ: LCPZB Needs to Replace Guy Kesner (Appointed by LCPZB)

For Term 01/01/2021 - 12/31/2022

Lovington ETZ: LCPZB Needs to Reappoint or Replace Randy Pettigrew (Appointed by City of Lovington) For Term 01/01/2021 - 12/31/2022

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-048R

# A RESOLUTION APPROVING/CONFIRMING APPOINTMENT(S) TO THE LEA COUNTY PLANNING & ZONING BOARD

WHEREAS, the Lea County Board of County Commissioners created the Lea County Planning and Zoning Board; and

WHEREAS, the Lea County Planning and Zoning Board is comprised of seven members; one member from each Commission District, one member from the Hobbs Extraterritorial Zoning Board, one member from the Lovington Extraterritorial Zoning Board and approved by the Lea County Board of County Commissioners; and

WHEREAS, the Lea County Board of County Commissioners review board/committee appointments at their first meeting of the year; and

WHEREAS, the Lea County Board of County Commissioners approved Lea County Resolution No. 21-JAN-009R on January 14, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board; and

WHEREAS, the Lea County Board of County Commissioners postponed Lea County Resolution No. 21-FEB-028R on February 4, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board; and

WHEREAS, there is currently a need to fill vacancies to the Lea County Planning and Zoning Board.

**NOW**, **THEREFORE**, **BE IT RESOLVED** by the Board of County Commissioners of Lea County that the following individuals be appointed, re-appointed or confirmed to the Lea County Planning and Zoning Board:

### Lea County Planning and Zoning Board

District 1: Kay Hardin (Term 01/01/2020 - 12/31/2021)
District 2: Michael Arnold (Term 01/01/2020 - 12/31/2021)
District 3: Jeremy Baker (Term 01/01/2021 - 12/31/2022)

District 4: Reappoint or Replace Dickie Wall

Term of 01/01/2021 - 12/31/2022

District 5: Daniel Johncox (Term 01/01/2020 - 12/31/2021)

Hobbs ETZ: LCPZB Needs to Replace Guy Kesner (Appointed by LCPZB)

For Term 01/01/2021 - 12/31/2022

Lovington ETZ: LCPZB Needs to Reappoint or Replace Randy Pettigrew (Appointed by City

of Lovington) For Term 01/01/2021 - 12/31/2022

**PASSED AND APPROVED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

	ong (District 2), Chair s No Abstain	Dean Jackson (District 1), Vice Chair Voted: Yes No Abstain
,	son (District 3), Member s No Abstain	Jonathan Sena (District 4), Member Voted: Yes No Abstain
,	vistrict 5), Member S No Abstain	
ATTEST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
By:	Shearer, Deputy Clerk	John W. Caldwell, County Attorney

### Consideration of Lea County Resolution No. 21-MAR-049R Approving/Confirming Appointment(s) to the New Horizons Foundation Board



New Mexico Junior College (NMJC) Research Foundation aka New Horizons Foundation (NHF) is a New Mexico nonprofit corporation organized pursuant to the University Research Park and Economic Development Act, NMSA 1978 Section 21-28-1, et seq. ("Act".)

The Foundation was specifically organized to engage in cooperative ventures of innovative technological significance that will advance education, science, research, conservation, health care and/or economic development within New Mexico.

Lea County does not provide financial resources to NHF.

The Foundation has requested that Lea County have one (1) member serving on the NHF Board of Directors (BOD) to keep the County appraised of NHF activities.

Lea County Board of County Commissioners recommend to the NMJC Board of Directors County Policy Yes No Ant 3. Member 1 the appointment of Commissioner Gary G. Eidson to the New Horizons Foundation Board

of Directors.

**New Horizons Foundation Board of Directors** 

**Board of Directors Member for Lea County** 

**Commissioner Gary G. Eidson** 

STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-049R

A RESOLUTION APPROVING/CONFIRMING APPOINTMENT(S) TO THE

WHEREAS, New Mexico Junior College (NMJC) Research Foundation aka New Horizons WHEREAS, New Mexico Junior College (NMJC) Kesearch Foundation and New Mexico nonprofit corporation organized pursuant to the University Research Foundation (NHF) is a New Mexico nonprotit corporation organized pursuant to the un Park and Economic Development Act, NMSA 1978 Section 21-28-1, et seq ("Act); and

WHEREAS, the Foundation was specifically organized to engage in cooperative ventures of WHEKEAS, the Foundation was specifically organized to engage in cooperative ventures of innovative technological significance that will advance education, science, research, conservation, health WHEREAS, the County does not provide financial resources to NHF; and

WHEREAS, the Foundation has requested that Lea County have one (1) member serving on the NHF Board of Directors (BOD) to keep the County appraised of NHF activities

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the following individual be recommended to the NMJC Board of Directors as the County's

PASSED AND APPROVED on this 4th day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair

Pat Sims (District 5), Member Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair

Jonathan Sena (District 4), Member Voted Yes No Abstain





DATE OUDSUITED

### LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-aa-yyyy:	SUBMITTED BY Name, Title, Dept:
02/28/2021	Sandrea Brito/Executive Coordinator/Executive Department
SUBJECT:	ATTACHMENT(S):
Appointments to the New Horizons Foundation Board	Resolution
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED:
1 Resolution	Action Item
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR:
N/A	N/A
STRATEGIC PLAN Implementation of 5 Year Strategic Plan:	
Section 2.3 Continuous communication with the public is beneficial and Section 2.4 Leverage resources to the fullest extent to maximize the re Section 2.5 Public and employee involvement and participation is beneficial.	turn to the public and minimize cost to tax payer.
SUMMARY:	
	aka New Horizons Foundation (NHF) is a New Mexico nonprofit h Park and Economic Development Act, NMSA 1978 Section
The Foundation was specifically organized to engage in cowill advance education, science, research, conservation, hea	operative ventures of innovative technological significance that alth care and/or economic development within New Mexico.
Requested Items Needed for Presentation Easels/Items Requested Items Needed for Presentation Easels/Items Needed for Easels/Items Needed fo	Aptop/Projector/Etc.: Other:  See Additional Summary Attached
SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature
Reappoint, Replace or Confirm Appointments to the Horizons Foundation	Department Director, Etc.  Saraa Stort Brito
FINANCE REVIEW Fiscal Impact/Cost:	Reviewed by Finance Director
ByPass Finance Review	ByPass Digitally signed by ByPass Finance Review Pate: 2021.02.28 20:08:38 -07:00'
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.02.28 20:10:41
tem No. 0105 RECORDING SECRETARY'S USE O	ONLY ~ COMMISSION ACTION TAKEN
Approved: Denied:	Other:
Resolution No. 21-MAR-049R Policy No.  Continued To: Referred To:	Ordinance No
Tooliou 10.	

# Summary Form Continued... Lea County does not provide financial resources to NHF. The Foundation has requested that Lea County have one (1) member serving on the NHF Board of Directors (BOD) to keep the County appraised of NHF activities. Lea County Board of County Commissioners recommend to the NMJC Board of Directors the appointment of Commissioner Gary G. Eidson to the New Horizons Foundation Board of Directors. **New Horizons Foundation Board of Directors** Board of Directors Member for Lea County Commissioner Gary G. Eidson

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-049R

## A RESOLUTION APPROVING/CONFIRMING APPOINTMENT(S) TO THE NEW HORIZONS FOUNDATION BOARD

WHEREAS, New Mexico Junior College (NMJC) Research Foundation aka New Horizons Foundation (NHF) is a New Mexico nonprofit corporation organized pursuant to the University Research Park and Economic Development Act, NMSA 1978 Section 21-28-1, et seq ("Act); and

**WHEREAS**, the Foundation was specifically organized to engage in cooperative ventures of innovative technological significance that will advance education, science, research, conservation, health care and / or economic development within New Mexico; and

WHEREAS, the County does not provide financial resources to NHF; and

**WHEREAS**, the Foundation has requested that Lea County have one (1) member serving on the NHF Board of Directors (BOD) to keep the County appraised of NHF activities

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the following individual be recommended to the NMJC Board of Directors as the County's appointment to the New Horizons Foundation Board of Directors:

County Commissioner Gary G. Eidson

**PASSED AND APPROVED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
Gary G. Eidson (District 3), Member	Jonathan Sena (District 4), Member
Voted: Yes No Abstain	Voted: Yes No Abstain
Pat Sims (District 5), Member Voted: Yes No Abstain Resolution No. 21-MAR-049R	

LCBCC Regular Meeting 03-04-2021

Page 1 of 2

ATTEST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Ву:		
Hollye	Shearer, Deputy Clerk	John W. Caldwell, County Attorney

# Consideration of Lea County Resolution No. 21-MAR-050R Approving a Financial Commitment of \$300,000.00 to the City of Hobbs for the Purpose of Constructing a Veterans Memorial



The Board of County Commissioners of Lea County have a desire to recognize all Veterans in Lea County.

Veterans reside and have lived throughout Lea County.

Municipalities in Lea County currently have an existing memorial or have expressed an interest to develop a new memorial to recognize Veterans.

The Board of County Commissioner approved Lea County Resolution No. 17-NOV-245R allowing partnerships between Lea County and each municipality in Lea County for Veterans Memorials.

The City of Hobbs has completed the planning and design for a new Veterans Memorial.

The Board of County Commissioners of Lea County maintain an interest in partnering with municipalities to develop and construct veterans' memorials.

Request for Lea County to provide \$300,000.00 to the City of Hobbs for a Veterans Memorial.

COUNTY OF LEA A RESOLUTION APPROVING A FINANCIAL COMMITMENT OF \$300,000.00 TO THE CITY OF HOBBS FOR THE PURPOSE OF CONSTRUCTING A VETERANS MEMORIAL WHEREAS, the Board of County Commissioners of Lea County have a desire to recognize all WHEREAS, Velerans reside and have lived throughout Lea County; and WHEREAS, Municipalities in Lea County currently have an existing memorial or have expressed an interest to develop a new memorial to recognize Veterans, and WHEREAS, the Board of County Commissioner approved Lea County Resolution No. 17-NOV
allowing partnerships hatusan Las County and each municipality in Las County for Votarans WHEKEAS, the Board of County Commissioner approved Lea County Resolution No. 17-NOV245R allowing partnerships between Lea County and each municipality in Lea County for Veterans WHEREAS, the City of Hobbs has completed the planning and design for a new Veterans WHEREAS, the Board of County Commissioners of Lea County maintain an interest in partnering with municipalities to develop and construct velerans' memorials. NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea NOW, I HEREFORE, BE II MEREBY RESOLVED by the Board of County Commissioners or County that providing \$300,000.00 to the City of Hobbs for a Veterans Memorial is hereby approved. BE IT FURTHER RESOLVED that the County desires the agreement between Lea County and the BE II FUKINEK KESULVED that the County desires the agreement perween Lea County and the City of Hobbs for the County's financial contribution towards the Veterans Memorial shall return to the PASSED AND APPROVED on this 4th day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico. LEA COUNTY BOARD OF COUNTY COMMISSIONERS Rebecca Long (District 2), Chair Voted: Yes No Abstain Dean Jackson (District 1), Vice Chair Voted: Yes No Abstain Gary G. Eidson (District 3), Member



## LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name, Title, Dept:
02/28/2021	Jonathan Sena, Commissioner - District 4
SUBJECT:	ATTACHMENT(S):
City of Hobbs Veterans Memorial	Resolution
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED:
1 Resolution	Action Item
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR:
STRATEGIC PLAN Implementation of 5 Year Strategic Plan:	
Section 2.1 Collaboration & partnership with local communities, agencies	
Section 2.4 Leverage resources to the fullest extent to maximize the retu	
SUMMARY:	
The Board of County Commissioners of Lea County have a de-	sire to recognize all Veterans in Lea County
THE DUALG OF COUNTY COMMISSIONERS OF LEA COUNTY HAVE A GO	one to recognize an veterans in Lea County.
Veterans reside and have lived throughout Lea County.	
Municipalities in Lea County currently have an existing memor	rial or have expressed an interest to develop a new memorial
to recognize Veterans.	lai of flave expressed all interest to develop a new memorial
	*
Requested Items Needed for Presentation Easels/Lap	otop/Projector/Etc.: See Additional Summary Attached
Easel Laptop  Projector Projector	Other:
how many: SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature
Approve financial commitment	Department Director, Etc.
	Sanag Stort Brito
	·
FINANCE REVIEW Fiscal Impact/Cost:	Reviewed by Finance Director
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
•	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda
	Digitally signed by Michael
	MitseCollogia P. Gallagher II Dete: 2021 02.28 20.10.41 -0700'
Item No. 0106 RECORDING SECRETARY'S USE ON	Contraction of the contraction o
	Others
Approved: Denied:	
Resolution No. 21-MAR-050R Policy No	

Summary Form Continued
The Board of County Commissioner approved Lea County Resolution No. 17-NOV-245R allowing partnerships between Lea County and each municipality in Lea County for Veterans Memorials.
The City of Hobbs has completed the planning and design for a new Veterans Memorial.
The Board of County Commissioners of Lea County maintain an interest in partnering with municipalities to develop and construct veterans' memorials.
Request for Lea County to provide \$300,000.00 to the City of Hobbs for a Veterans Memorial.

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-050R

# A RESOLUTION APPROVING A FINANCIAL COMMITMENT OF \$300,000.00 TO THE CITY OF HOBBS FOR THE PURPOSE OF CONSTRUCTING A VETERANS MEMORIAL

**WHEREAS**, the Board of County Commissioners of Lea County have a desire to recognize all Veterans in Lea County; *and* 

WHEREAS, Veterans reside and have lived throughout Lea County; and

**WHEREAS**, Municipalities in Lea County currently have an existing memorial or have expressed an interest to develop a new memorial to recognize Veterans; *and* 

WHEREAS, the Board of County Commissioner approved Lea County Resolution No. 17-NOV-245R allowing partnerships between Lea County and each municipality in Lea County for Veterans Memorials; and

**WHEREAS**, the City of Hobbs has completed the planning and design for a new Veterans Memorial; and

**WHEREAS**, the Board of County Commissioners of Lea County maintain an interest in partnering with municipalities to develop and construct veterans' memorials.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that providing \$300,000.00 to the City of Hobbs for a Veterans Memorial is hereby approved.

**BE IT FURTHER RESOLVED** that the County desires the agreement between Lea County and the City of Hobbs for the County's financial contribution towards the Veterans Memorial shall return to the Board of County Commissioners for their consideration.

**PASSED AND APPROVED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair	
Voted: Yes No Abstain	Voted: Yes No Abstain	
Gary G. Eidson (District 3), Member Voted: Yes No Abstain	Jonathan Sena (District 4), Member Voted: Yes No Abstain	

	`	trict 5), Member No Abstain	
ATTE	EST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
By:			
Í	Hollye S	hearer, Deputy Clerk	John W. Caldwell, County Attorney

# Discussion of the Threats to the Oil & Gas Industry in Lea County







### LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

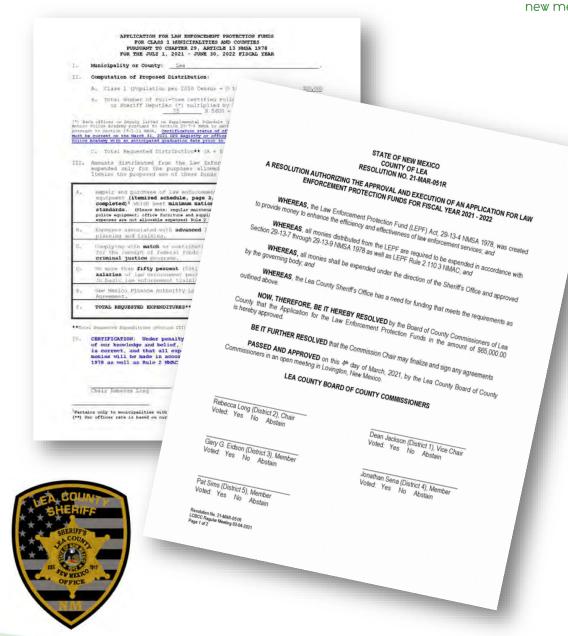
County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-y	yyy:	SUBMITTED BY Nam	e, Title, Dept:		
	02/28/2021 Pat Sims, Commissioner - Dis				
SUBJECT:	56347900	ATTACHMENT(S):			
	Threats to the Oil & Gas Industry in Lea County  None				
100	,				
NO. OF ORIGINALS FOR SI	GNATURE:	ACTION REQUESTE	D:		
None					
		Discussion Item			
BUDGET LINE ITEM NUMBI	R:	FISCAL BUDGET YE	FISCAL BUDGET YEAR:		
N/A		N/A	N/A		
STRATEGIC PLAN Implement	ntation of 5 Year Strategic Plan	1:			
Section 2.3: Continuous commu	nication with the public is ben	eficial and necessary.			
SUMMARY:					
		1 0			
Discussion of the Threats to	the Oil & Gas Industry i	n Lea County			
Requested Item	s Needed for Presentatio	n Easels/Laptop/Projector/Etc.:	See Additional		
	ptop / Projecto		Summary Attached		
If checked; how many:					
SUBMITTER'S RECOMMEN	DATION(S):		Submitter's Signature		
Discussion			Department Director, Etc.		
			Sanaca Jostat Brito		
FINANCE REVIEW Fiscal Impact/Cost:			Reviewed by Finance Director		
LEGAL REVIEW: (Note: Travel does not need legal review)			Reviewed by County Attorney		
COUNTY MANAGER REVIEW:			Approved by County Manager to be Placed on Agenda		
			District of sound by a Sinhard		
			Mehre Collogh P. Sallagher II Date: 2021.02.28 20:10:41		
tem No. 0107 R	ECORDING SECRETARY	'S USE ONLY ~ COMMISSION AC	40700		
icii iyo. <u></u>			ther: Discussion		
Approved: Resolution No			rdinance No.		
Continued To:			omments:		
Sommued 10.	- Neighed 10		ommonto.		

# Consideration of Lea County Resolution No. 21-MAR-051R Authorizing the Approval and Execution of an Application for Law Enforcement Protection Funds (LEPF) for FY 2021 – 2022



- The Law Enforcement Protection Fund (LEPF) Act, 29-13-4
   NMSA 1978, was created to provide money to enhance the efficiency and effectiveness of law enforcement services.
- All monies distributed from the LEPF are required to be expended in accordance with Section 29-13-7 through 29-13-9 NMSA 1978 as well as LEPF Rule 2.110.3 NMAC.
- All monies shall be expended under the direction of the Sheriff's Office and approved by the governing body.
- The Lea County Sheriff's Office has a need for the funds in the amount of \$65,000.00.





### LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMI	TTED BY Name, Title, Dept:	
02/16/2021	Michael	Walker, Undersheriff, Sheriff's C	ffice
SUBJECT:	ATTAC	HMENT(S):	
Law Enforcement Protection Fund (LEPF) FY2		lution cation for LEPF for Class 1 Muni	cipalities and Counties
NO. OF ORIGINALS FOR SIGNATURE:	ACTIO	N REQUESTED:	
Resolution     Application	Action	ltem	
BUDGET LINE ITEM NUMBER:	FISCAL	BUDGET YEAR:	
605-39-2039	2022		
STRATEGIC PLAN implementation of 5 Year	ar Strategic Plan:		
Section 1: Lea County shall be results-oriented healthy lifestyles, quality of life, and safety of the		ssional and regional leadership	focused on economic vitality,
SUMMARY:			
Request LCBCC approval for submitting the Largrant amount is \$65,000. Once approved and s Administration, Local Government Division. App	signed by the Chairman, the application	n will be forwarded to the Depar	
Easel Laptop	Projector Othe		Additional mary Attached
how many: SUBMITTER'S RECOMMENDATION(S):			Submitter's Signature
Approve the Application for LEPF as attached to fund training and law enforcement equipment.		quipment. Mich Walk	YY GIAD!
FINANCE REVIEW Fiscal Impact/Cost:		Rev	er Date: 2021.02.16 10:37:49
The financial impact to Lea County will be a \$65,000 grant from the state to pay for designated expenditures for the County Sheriff. Funds will be budgeted in the FY22 budget.			
		esignated expenditures Hen	ewed by Finance Director  Ty C Digitally signed by Henry C Low Jr
LEGAL REVIEW: (Note: Travel does not nee		Low	ewed by Finance Director  Ty C Digitally signed by Henry C Low Jr Date: 2021.02.23
LEGAL REVIEW: (Note: Travel does not nee		Low Rev	ewed by Finance Director  Ty C Digitally signed by Henry C Low Jr Date: 2021.02.23 10:58:41-0700'  Diewed by County Attorney  Toved by County Manager to be Placed on Agenda
COUNTY MANAGER REVIEW:	od legal review)	Low Rev	iewed by Finance Director  If y C Digitally signed by Henry C Low Jr Date: 2021.02.23 10:58:41-07'00'  iewed by County Manager to be Placed on Agenda Digitally signed by Michael P. Galagher II Date: 2021.03.02 11:45:38 -0700'
COUNTY MANAGER REVIEW:		Low Rev	iewed by Finance Director  If y C Digitally signed by Henry C Low Jr Date: 2021.02.23 10:58:41-07'00'  iewed by County Manager to be Placed on Agenda Digitally signed by Michael P. Galagher II Date: 2021.03.02 11:45:38 -0700'
COUNTY MANAGER REVIEW:  Item No. 0201 RECORDING  Approved:	sed legal review)  SECRETARY'S USE ONLY ~ CO  Denied:	App MMISSION ACTION TAKEN Other:	iewed by Finance Director  If y C Digitally signed by Henry C Low Jr  Date: 2021.02.23 10:58:41-07'00'  iewed by County Attorney  roved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.03.02 11:45:38 -07'00'
COUNTY MANAGER REVIEW:  Item No. 0201 RECORDING	sed legal review) SECRETARY'S USE ONLY ~ CO	App  MMISSION ACTION TAKEN  Other:  Ordinance No.	iewed by Finance Director  If y C Digitally signed by Henry C Low Jr  Date: 2021.02.23 10:58:41-07'00'  iewed by County Attorney  roved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.03.02 11:45:38 -07'00'

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-051R

### A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS FOR FISCAL YEAR 2021 - 2022

WHEREAS, the Law Enforcement Protection Fund (LEPF) Act, 29-13-4 NMSA 1978, was created to provide money to enhance the efficiency and effectiveness of law enforcement services; and

WHEREAS, all monies distributed from the LEPF are required to be expended in accordance with Section 29-13-7 through 29-13-9 NMSA 1978 as well as LEPF Rule 2.110.3 NMAC; and

WHEREAS, all monies shall be expended under the direction of the Sheriff's Office and approved by the governing body; and

WHEREAS, the Lea County Sheriff's Office has a need for funding that meets the requirements as outlined above.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the Application for the Law Enforcement Protection Funds in the amount of \$65,000.00 is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair may finalize and sign any agreements

**PASSED AND APPROVED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
Gary G. Eidson (District 3), Member	Jonathan Sena (District 4), Member
Voted: Yes No Abstain	Voted: Yes No Abstain
Pat Sims (District 5), Member Voted: Yes No Abstain	

ATTEST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Ву:		
Hollve	Shearer, Deputy Clerk	John W. Caldwell, County Attorney

# APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS FOR CLASS 1 MUNICIPALITIES AND COUNTIES PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978 FOR THE JULY 1, 2021 - JUNE 30, 2022 FISCAL YEAR

I.	Municipality or County: Lea	
II.	Computation of Proposed Distribution:	
	A. Class 1 (Population per 2010 Census = 0 to 20,000)	\$20,000
	<pre>B. Total Number of Full-Time Certified Police Officers     or Sheriff Deputies (*) multiplied by \$600(**):</pre>	\$45,000
Mexico pursua must b	ch officer or Deputy listed on Supplemental Schedule (page 2) must be Police Academy pursuant to Section 29-7-8 NMSA or authorized as a New nt to Section 29-1-11 NMSA. Certification status of officers for whom to current on the March 31, 2021 DPS Registry or officers must be enrol Academy with an anticipated graduation date prior to or on July 1, 202	Mexico Peace Officer the award is requested led in the New Mexico
	C. Total Requested Distribution** (A + B)	<u>\$65,000</u>
III.	Amounts distributed from the Law Enforcement Protection expended only for the purposes allowed by Section 29 Itemize the proposed use of these funds below:	
Α.	Repair and purchase of law enforcement apparatus and equipment (itemized schedule, page 3, must be completed) <sup>1</sup> which meet minimum nationally recognized standards. (Please Note: regular maintenance on vehicles and police equipment; office furniture and supplies; or operating expenses are not allowable expenses) Rule 2 NMAC 110.3	\$20,000
в.	Expenses associated with advanced law enforcement planning and training.	\$45,000
C.	Complying with <b>match</b> or contribution requirements for the receipt of federal funds relating to <b>criminal justice</b> programs.	
D.	No more than <b>fifty percent</b> (50%) of the <b>replacement salaries</b> of law enforcement personnel participating in basic law enforcement training.	
E.	New Mexico Finance Authority Loan Intercept Agreement.	
F.	TOTAL REQUESTED EXPENDITURES**	\$65,000
**Tota	CERTIFICATION: Under penalty of law, we hereby certify of our knowledge and belief, the information contained ir is correct, and that all expenditures of Law Enforcement monies will be made in accordance with Sections 29-13-7 1978 as well as Rule 2 NMAC 110.3.	that to the best n this application t Protection Fund
	Chair Rebecca Long Sheriff Corey Helton	03/04/2021 ——————— Date

 $<sup>^1</sup>$ Pertains only to municipalities with a population of 1500 or less and universities. (\*\*) Per officer rate is based on current law as of 2/19/2021.

Contact Name: <u>Michael Walker</u> Contact Title: <u>Undersheriff</u>
Contact Phone Number: <u>575-396-8202</u> Contact Email: <u>mwalker@leacounty.net</u>

### APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS FOR MUNICIPALITIES AND COUNTIES PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978 FOR THE JULY 1, 2021 - JUNE 30, 2022 FISCAL YEAR

#### SUPPLEMENTAL SCHEDULE

Instructions: List the name, certificate number, and date of certification of all full-time police officers and sheriff deputies certified by the Department of Public Safety (DPS), New Mexico Police Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

NOTE: Please use name as reported to DPS, e.g. If an officer has changed his/her last name and change has not been reported to DPS.

	Name of Full-Time Certified Police Officers and Sheriff Deputies	Certificate Number	Cert. Date
1	Jeremy Artis	16-0095-P	4/1/2016
2	Justo Ayala	18-0301-P	11/28/2018
3	Michael Barnes	20-0185-P	7/13/2020
4	John Barrientes	07-0057-P	6/13/2007
5	Kyle Blakely	18-0319-P	11/28/2018
6	Zane Brown	13-0360-P	12/11/2013
7	Patrick Burke	13-0246-P	10/4/2013
8	Kevin Burnam	81-0181-P	6/19/1981
9	Ava Burnett	08-0170-P	8/8/2008
10	Cathy Carnes	09-0068-P	6/12/2009
11	Eddie Castillo	09-0266-P	12/10/2009
12	Miles Crouch	17-0348-P	12/12/2017
13	Tony Crowder	08-0175-P	8/8/2008
14	Leticia Dickson	Academy	5/21/2021
15	Andrew Dominguez	11-0293-P	11/18/2011
16	Sean Downey	06-0187-P	11/29/2006
17	Jeff Dyer	03-0286-P	12/12/2003
18	Sonia Estrada	01-0085-P	6/1/2001
19	Douglas Evans	11-0181-P	8/19/2011
20	Rex Fleetwood	06-0077-P	6/8/2006
21	Christopher Fom	16-0330-P	12/2/2016
22	Diana Garcia	12-0320-P	12/13/2012
23	Vicente Garcia	06-0191-P	11/29/2006
24	Fernando Gomez	14-0140-P	5/2/2014
25	Veronica Gomez	05-0082-P	6/8/2005
26	Jeremy Grady	09-0272-P	12/10/2009
27	Jeff Gray	99-0399-P	12/17/1999
28	Brekan Gutierrez	18-0150-P	5/30/2018

Contact Name: <u>Michael Walker</u> Contact Title: <u>Undersheriff</u>
Contact Phone Number: <u>575-396-8202</u> Contact Email: <u>mwalker@leacounty.net</u>

29	Jason Guy	14-0141-P	5/2/2014
30	Matthew Hayes	Academy	5/21/2021
31	Corey Helton	94-0145-P	7/24/1994
32	Mickey Henderson	15-0258-P	7/24/2020
33	Roberto Hernandez	16-0334-P	12/2/2016
34	Victor Hernandez	10-0093-P	6/8/2010
35	Luis Herrera	07-0260-P	12/14/2007
36	Travis Hobbs	15-0158-P	5/21/2015
37	Dylan Holley	18-0307-P	11/28/2018
38	Peter Honigmann	99-0150-P	5/18/1999
39	Sergio Ibarra	16-0169-P	9/30/2016
40	William Jackson	13-0251-P	10/4/2013
41	Fernando Jimenez	02-0253-P	12/18/2002
42	Stewart Johnson	10-0024-P	2/3/2010
43	Larry Joslin	13-0055-P	4/4/2013
44	Ceasar Juarez	15-0429-P	11/5/2015
45	Chan Kim	94-0388-P	5/2/1994
46	Lacey Macias	06-0194-P	11/29/2006
47	Clara Marquez	18-0157-P	5/30/2018
48	Mario Martinez	04-0279-P	12/8/2004
49	Vivian Martinez	05-0086-P	6/8/2005
50	Jon Martinez	93-0103-P	6/4/1993
51	Michael McKnight	17-0185-P	6/30/2017
52	Richard Murillo	15-0260-P	11/5/2015
53	Zach Owens	13-0353-P	6/12/2013
54	Jacob Pando	18-0311-P	11/28/2018
55	Antonio Parra	13-0358-P	12/11/2013
56	Roy Perrin	06-0126-P	6/8/2006
57	Dillon Phipps	Academy	5/21/2021
58	Daniel Pierpont	20-0204-P	8/12/2020
59	Jeremiah Pillow	15-0163-P	5/21/2015
60	Ysidoro Reyna	15-0166-P	5/21/2015
61	Christopher Rider	06-0134-P	9/15/2006
62	Sean Roach	15-0248-P	10/30/2015
63	Donovan Rowell	06-0199-P	11/29/2006
64	Samuel Roye	Academy	5/21/2021
65	Moises Sanchez	17-0188-P	6/30/2017
66	Jeanette Sandoval	13-0350-P	12/11/2013
67	Jeremy Shimer	11-0171-P	8/19/2011
68	Shannon Simpkins	14-0154-P	5/2/2014
69	Alexa Stitt	19-0284-P	12/4/2019

Municipality/County: Lea\_

Contact Name: <u>Michael Walker</u> Contact Title: <u>Undersheriff</u>
Contact Phone Number: <u>575-396-8202</u> Contact Email: <u>mwalker@leacounty.net</u>

70	Michael Thomas	13-0225-P	10/4/2013
71	Michael Tovar	06-0203-P	11/29/2006
72	Michael Walker	99-0157-P	5/18/1999
73	Jonathan Warlick	18-0315-P	11/28/2018
74	Travis Wilson	16-0346-P	12/2/2016
75	Scott Wimberley	07-0266-P	12/14/2007

#### ITEMIZED SCHEDULE FOR SECTION III.A ON PAGE ONE OF APPLICATION

\*[NOTE: This schedule only pertains to municipalities with a Population of 1500 or less and universities.]

CATEGORY	# OF ITEMS	ESTIMATED COST
EQUIPMENT:		
Subtotal		\$
APPARATUS:		
Subtotal		\$
Repair of Equipment:		
Subtotal		\$
GRAND TOTAL(Must equal total of Section III.A of Page One)		\$

For allowable expenditures, see Section 29-13-7 NMSA 1978 and LEPF Rule 2 NMAC 110.3.8A and 110.3.8B.

**Samples of "Equipment"** descriptions are: police vehicle, vehicle dashboard computer, police radios, surveillance equipment, finger printing kits, etc.

**Samples of "Apparatus"** descriptions are: guns & holsters, uniforms, badges, ammunition, protective vests for police officers, protective vests for police dogs, etc.

For <u>unallowable expenditures</u>, see LEPF Rule 2 NMAC 110.3.8C. [For example, operating expenses, routine vehicle maintenance, and furniture are unallowable.]

Consideration of Lea County Resolution No. 21-MAR-052R Approving the Investment Policy for Lea County

The Investment Policy shall apply to the cash balances of Lea County, including but not limited to cash balances in the following funds: General, Indigent Fund, Road Fund, Capital Project Fund, Debt Service, Enterprise Fund, Fire Protection, and Agency.

The Investment Policy is designed to govern all investment transactions allowed under current New Mexico law for the prudent investment of cash balances, and to maximize the efficiency of the County's cash management system; and

The goal of the policy is to "...protect public funds by investing such funds in a manner which provides for safety of principal and adequate liquidity while maximizing investment income...".





### LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 02/16/2021	SUBMITTED BY Name, 1 Susan Marinovich, Lea Cour		
	ATTAQUIATITO).		
SUBJECT: Presentation of the Investment Policy for approval	ATTACHMENT(S): Investment Policy		
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution	ACTION REQUESTED: Action Item	100 A	
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR		
STRATEGIC PLAN Implementation of 5 Year Strategic Plan			
SUMMARY: Approval of the Investment Policy for Lea County		<i>'</i>	
H			
Requested Items Needed for Presentatio  Easel Laptop Projecto	n Easels/Laptop/Projector/Etc.: or Other:	See Additional Summary Attached	
how many: SUBMITTER'S RECOMMENDATION(S):		Submitter's Signature Department Director, Etc. Susanmouvooud	
FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea Cour	nty with this agenda item.	Reviewed by Finance Director Henry C Digitally signed by Henry C Low Jr Date: 2021.02.23 16:35:19-07'00'	
LEGAL REVIEW: (Note: Travel does not need legal review	)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:		Approved by County Manager to be Placed on Agenda	
item No.	Y'S USE ONLY ~ COMMISSION AC		
Approved: Denied: Policy No. Continued To: Policy No. Referred	0	ther: rdinance No omments:	

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-052R

#### A RESOLUTION APPROVING THE INVESTMENT POLICY FOR LEA COUNTY

WHEREAS, Lea County Treasurer, Susan Marinovich, would like the Board of County Commissioners approval of the Investment Policy for Lea County; and

WHEREAS, the Investment Policy shall apply to the cash balances of Lea County, including but not limited to cash balances in the following funds: General, Indigent Fund, Road Fund, Capital Project Fund, Debt Service, Enterprise Fund, Fire Protection, and Agency; and

WHEREAS, the Investment Policy is designed to govern all investment transactions allowed under current New Mexico law for the prudent investment of cash balances, and to maximize the efficiency of the County's cash management system; and

WHEREAS, the goal of the policy is to "...protect public funds by investing such funds in a manner which provides for safety of principal and adequate liquidity while maximizing investment income...".

**NOW**, **THEREFORE**, **BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the attached Lea County Investment Policy is hereby approved.

**PASSED, APPROVED AND ADOPTED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair Voted: Yes No Abstain	Dean Jackson (District 1), Vice Chair Voted: Yes No Abstain
Gary G. Eidson (District 3), Member Voted: Yes No Abstain	Jonathan Sena (District 4), Member Voted: Yes No Abstain
Pat Sims (District 5), Member Voted: Yes No Abstain	

ATTEST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Ву:		
Hollve	Shearer, Deputy Clerk	John W. Caldwell, County Attorney



### **INVESTMENT POLICY**

Lea County, New Mexico Investment Policy

This Investment Policy (the "Policy") shall apply to the cash balances of Lea County, including but not limited to cash balances in the following funds:

General Indigent Fund

Road Fund Capital Project Fund

Debt Service Enterprise Fund

Fire Protection Agency

The Policy is designed to govern all investment transactions allowed under current New Mexico law for the prudent investment of cash balances, and to maximize the efficiency of the County's cash management system. The goal of the policy is to "...protect public funds by investing such funds in a manner which provides for safety of principal and adequate liquidity while maximizing investment income..."

The primary objectives, in priority order, of the County's investment activities shall be:

**SAFETY**: Safety of principal is the foremost objective of the investment program. Investments of the County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order to mitigate market risk.

**LIQUIDITY**: The County's investment portfolio will remain sufficiently liquid to enable the County to meet all operating requirements which might be reasonably anticipated. This objective will be achieved by laddering of investments according to the cash flow of the county. The county will have a procedure in place to alert the investment officer of any unanticipated expenditures and unanticipated revenues.

**YIELD**: The County's investment portfolio shall be designed with the objective of attaining at least a market rate of return throughout budgetary and economic cycles, considering the County's investment risk constraints and the cash flow characteristics of the portfolio.

It is the policy of Lea County to be fully invested (100% of available cash) at all times. The County will use projected monthly cash receipts and outlays as a tool for identifying available cash for investment purposes.

### **Delegation of Authority and Duties:**

<u>Authority of the Board of County Commissioners:</u> The Board of County Commissioners acting in its capacity as a County Board of Finance pursuant to Section 6-10-8, NMSA 1978, shall have authority to set policy for management of all County investments and ensure that such Policy is carried out.

<u>Authority of the County Treasurer:</u> The County Treasurer has authority over the investment of public funds as outlined in the Policy and is hereby designated as the County's Investment Officer. The Investment Officer shall be responsible for all investment transactions and shall implement and maintain the system of controls outlined in the Policy in order to regulate investment activities.

<u>Duties of the County Treasurer:</u> The County Treasurer shall establish and appoint an Investment Committee whose membership should include the County Treasurer, County Finance Director, Commission Chairman or Vice-Chairman, and at least one public member. The County Treasurer shall serve as Chairman of the Investment Committee.

### Duties of the Investment Officer:

- 1. Implementing this Investment Policy.
- 2. The timely deposit and safekeeping of all public moneys of the county.
- 3. Chair Investment Committee, set agenda and participate in the development, preparation, and presentation of policy recommendations to the Board of Finance.
- 4. Daily management of the investment of the County's cash balances (the "Investment Portfolio") including the responsibility for the placing of specific investment with banks, savings and loan associations, and others in accordance with this Policy.
- 5. Developing and maintaining an ongoing cash management program to estimate cash receipts (revenues) and cash disbursements (expenditures).
- 6. Preparation of quarterly Investment Portfolio reports which shall include but not be limited to the following:

- a. A schedule of investments by type, including with whom invested (name of bank, savings and loan or brokerage firm), purchase date, value at par, cost, interest rate, maturity date and yielding to maturity.
- b. Average maturity and yielding to maturity for the Investment Portfolio.
- c. Schedule of securities pledged as collateral by each financial institution as required under this Policy and with comments as to the adequacy of such pledged securities.
- d. Schedule identifying when, and if, excess funds existed during reporting period and how investment of such funds were handled.
- e. Percentage of County Funds held by each local financial institution in relation to the allocation formula.
- f. Comment on any current or anticipated issues or topics regarding any investment matters.
- 7. Maintaining a system of internal controls, which shall be reviewed by the County Board of Finance and independent auditors on an annual basis. The Investment Officer shall review the system of controls periodically to insure compliance and effectiveness.
- 8. Upon request of any member of the Investment Committee or the County Board of Finance, the Investment Officer shall call a special meeting.

<u>Duties of the Investment Committee:</u> The Investment Committee shall meet at least quarterly to formulate and make recommendations to the County Board of Finance regarding any cash management or investment matters. The Investment Committee shall recommend to the County Board of Finance the policies and procedures for investment of County Funds.

### **Eligible Investment Instruments**

Cash balances shall be invested in accordance with Section 6-10-36 NMSA, 1978, and shall be equitably distributed among all banks and savings and loan associations and credit unions, having their main or manned branch offices within

the County Boundaries, as directed by Section 6-10-36, NMSA, 1978, Paragraph C.

For purposes of this policy, "equitably distributed" will be defined by prorata share of deposits in a financial institution within the geographical boundaries of the County, except in the case that a financial institution has failed to submit to the County Treasurer a quarterly "Risk Assessment Report" with supporting documentation (i.e. Thrift or Call Report).

Funds that are declared "excess" due to the inability or unwillingness of a local financial institution to accept its pro-rata share of deposits may be invested as investments approved under this policy. The County will diversify use of investment instruments to avoid incurring unreasonable risk inherent in over investing in specific instruments, individual financial institutions or maturities. Approved investments are:

- 1. United States Treasurer Securities (U.S. Treasury Bills, U.S. Treasury Notes and U.S. Treasury Bonds).
- 2. Certificates of Deposits (CD's) of banks, savings and loan associations, and credit unions, collateralized as provided herein.
- 3. Money Market Funds whose portfolios consist entirely of the United States Government guaranteed Securities.
- 4. The Local Government Investment Pool pursuant to Section 6-10-10.1. NMSA 1978.
- 5. The following Government agencies:
  - a. Federal National Mortgage Association (Fannie Mae)
  - b. Federal Home Mortgage Association (Freddie Mac)
  - c. Federal Farm Credit Bank
  - d. Student Loan Marketing Association (Sallie Mae)
  - e. GNMA
  - f. FHLB Notes
- 6. Brokered CDs in amounts not to exceed FDIC insured amount for each bank from which they are purchased, regardless of the broker used.

Equities, derivatives and corporate debt instruments are specifically prohibited.

### **Scheduling of Investment Maturities**

Investment maturities for cash balances will be scheduled to coincide with projected cash flow needs, considering anticipated revenues and expenditures. As a guideline (not a requirement), the County will invest in instruments with the following maturities:

25% Less than one year

60% Between one and five years

15% Five years or more

The Board of Finance recognizes that longer maturities normally produce higher investment returns, and a higher risk. This distribution will be monitored by the Investment Committee and adjusted to match cash flow needs on a monthly basis.

### Safekeeping and Collateralization

All investment securities other than local financial institution Certificates of Deposit purchased by the County shall be in third-party safekeeping by a State Board of Finance approved institution acceptable to the County. The safekeeping institution shall issue a safe keeping receipt to the County listing the specific instrument, rate, amount, maturity date, instrument number, term, and other pertinent information.

Deposit-type securities shall be collateralized in accordance with the State Board of Finance Bank Collateral Policy and the State Board of Finance Savings and Loan Collateral Policy which are adopted and incorporated within this Investment Policy. Such collateral shall be held by an independent third party financial institution acceptable to the County. Securities eligible as collateral are those defined under Section 6-10-17 NMSA 1978.

### **Ethics and Conflict of Interest**

The Investment Officer and members of the County Board of Finance and Investment Committee shall refrain from personal business activity that could

conflict with proper execution of the investment program, or which could affect or impair their ability to make impartial investment decisions. (See Section 6-10-53 NMSA, 1978). County Investment officials shall disclose to the County any financial interest or personal investment in financial institutions that could be related to or affect the performance of the County's Investment Portfolio or that might be construed as a conflict of interest. If required such disclosure statements shall be filed annually with the County Treasurer and County Manager. A summary of these disclosures shall be reported in the Quarterly Report to the County Board of Finance. Such investment officials shall act responsibly to separate their personal banking and investment activities from those of the County, particularly with regard to the time of securities purchases and sales.

### **Prudence**

The Standard of Prudence to be used by the County Board of Finance and Investment Officer shall be the "Prudent Person Rule". This concept discourages speculative transactions and attaches primary significance to the preservation of capital and secondary importance to the generation of income and capital gains. The County's Investment Portfolio shall be managed in this context; therefore, the Investment Officer acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported on a timely basis and appropriate action is taken to control adverse development.

Prudence to be applied in accordance with Section 6-10-8 NMSA, 1978 which states: Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

### **Revisions of the Investment Policy**

The Board of Finance may recommend any revisions in this Policy that they believe would be beneficial to the County. It shall be the obligation of the

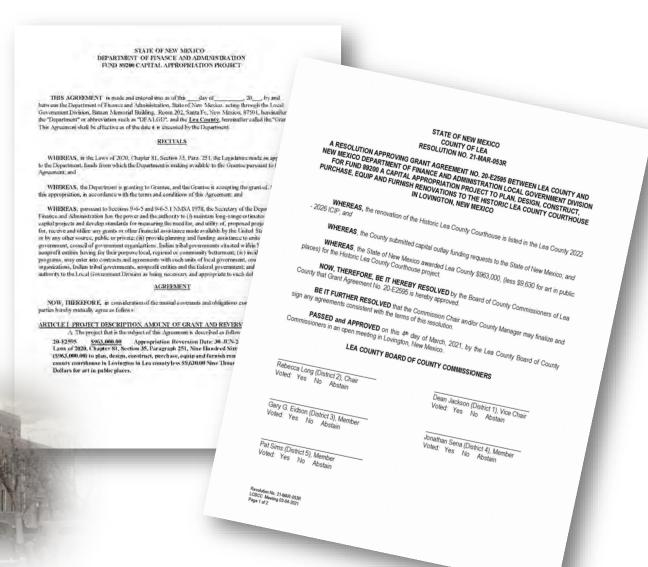
Investment Officer to bring such amendments to the Investment Board and obtain the approval of their majority before such changes and amendments take effect.

In the event the State law is changed to allow other securities as appropriate for investment by the County, then this Policy may be amended to include those securities as appropriate with the approval of the County Board of Finance.

# Consideration of Lea County Resolution No. 21-MAR-053R Approving Grant Agreement No. 20-E2595 between Lea County and New Mexico Department of Finance and Administration Local Government Division for a Capital Outlay Appropriation for the Lea County Courthouse Renovations



- The renovation of the Historic Lea County Courthouse is listed in the Lea County 2022 - 2026 ICIP.
- The County submitted capital outlay funding requests to the State of New Mexico.
- The State of New Mexico awarded Lea County \$963,000, (less \$9,630 for art in public places) for the Historic Lea County Courthouse project.





### LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name, Title, Dept:	
02/28/2021	Mike Gallagher, County Manager	
SUBJECT:	ATTACHMENT(S):	
Capital Appropriations Grant for the Historic Lea County Courthouse	Resolution	
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED:	
1 Resolution	Action Item	
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR:	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan:		
Section 2.1 Collaboration & partnership with local communities, agenc Section 2.4 Leverage resources to the fullest extent to maximize the re-		
SUMMARY:		
*	#	
Requested Items Needed for Presentation Easels/I Easel Laptop Projector If checked; how many:	Laptop/Projector/Etc.: See Additional Summary Attached	
SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature	
Approve grant	Department Director, Etc.  Samuel Stort Biro	
FINANCE REVIEW Fiscal Impact/Cost:	Reviewed by Finance Director	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Michael  Whis College P. Gallagher II Date: 2021.02.28 20:10.41	
Item No. 0203 RECORDING SECRETARY'S USE	ONLY ~ COMMISSION ACTION TAKEN	
Approved: Denied:	Other:	
Resolution No. 21-MAR-053R Policy No.	Ordinance No.	
Continued To: Referred To:	Comments:	

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-053R

A RESOLUTION APPROVING GRANT AGREEMENT NO. 20-E2595 BETWEEN LEA COUNTY AND NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION LOCAL GOVERNMENT DIVISION FOR FUND 89200 A CAPITAL APPROPRIATION PROJECT TO PLAN, DESIGN, CONSTRUCT, PURCHASE, EQUIP AND FURNISH RENOVATIONS TO THE HISTORIC LEA COUNTY COURTHOUSE IN LOVINGTON, NEW MEXICO

WHEREAS, the renovation of the Historic Lea County Courthouse is listed in the Lea County 2022 - 2026 ICIP; and

WHEREAS, the County submitted capital outlay funding requests to the State of New Mexico; and

WHEREAS, the State of New Mexico awarded Lea County \$963,000, (less \$9,630 for art in public places) for the Historic Lea County Courthouse project.

**NOW**, **THEREFORE**, **BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that Grant Agreement No. 20-E2595 is hereby approved.

**BE IT FURTHER RESOLVED** that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

**PASSED and APPROVED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
Gary G. Eidson (District 3), Member	Jonathan Sena (District 4), Member
Voted: Yes No Abstain	Voted: Yes No Abstain
Pat Sims (District 5), Member	
Voted Yes No Abstain	

ATTEST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
By:		
Holly S	Shear, Deputy Clerk	John W. Caldwell, County Attorney

## STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the Lea County, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

### **RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 251, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

#### **AGREEMENT**

**NOW, THEREFORE,** in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

### ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2595 \$963,000.00 Appropriation Reversion Date: 30-JUN-24 Laws of 2020, Chapter 81, Section 35, Paragraph 251, Nine Hundred Sixty-Three Thousand Dollars (\$963,000.00) to plan, design, construct, purchase, equip and furnish renovations to the historic county courthouse in Lovington in Lea county less \$9,630.00 Nine Thousand Six Hundred Thirty Dollars for art in public places.

The Grantee's total reimbursements shall not exceed **Nine Hundred Sixty-Three Thousand Dollars** (\$963,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, **Nine Thousand Six Hundred Thirty Dollars** (\$9,630.00), which equals **Nine Hundred Fifty-Three Thousand Three Hundred Seventy Dollars** (\$953,370.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

### ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse [2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

<sup>[1]</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>[2] &</sup>quot;Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party <u>but prior to execution by the Grantee.</u>
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee Lea County
Name Mike Gallagher
Title County Manager

Address 100 N. Main Ave., Lovington, NM 88260

Email mgallagher@leacounty.net

Telephone (575) 396-8601

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee Lea County
Name Chip Low
Title Finance Directors

Title Finance Director

Address 100 N. Main Ave., Lovington, NM 88260

Email <u>clow@leacounty.net</u>
Telephone (575) 396-8653

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department DFA/Local Government Division

Name Maxx PL Hendren Title Project Manager

Address Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

Email MaxxP.Hendren@state.nm.us

Telephone (505) 469-2910

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

### ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### ARTICLE V. EARLY TERMINATION

### A. <u>Farly Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement</u>

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

### B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

### C. <u>Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination</u>

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

### ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

### D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

#### ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

### ARTICLE VIII. REPORTS

#### A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

### B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

### ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

- A The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
  - (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
- B The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

#### C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.
- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

### ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
  - (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

#### B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

### ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPIS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

### ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

### ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

### ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Lea County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Lea County** 's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Lea County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Lea County** or the Department."

### ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Lea County** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Lea County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

### ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  - 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
- 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
  - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  - 4. terminate this Agreement pursuant to Article V (A) of this Agreement.

### ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

<b>IN WITNESS WHEREOF</b> , the parties have duly executed Agr the Department.	eement as of the date of execution by
GRANTEE	
Entity Name	
·	
By:(Type or Print Name)	-
Its: (Type or Print Title)	
Signature of Official with Authority to Bind Grantee	
Date	
DEPARTMENT OF FINANCE AND ADMIN LOCAL GOVERNMENT DIVISION	ISTRATION

Signature		
Date		
Date		

Its: Division Director

## STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1

I.	Grantee Information	II. Payment Computation	
	(Make sure information is complete & accurate)	A. Payment Request No.	
A.	Grantee:	B. Grant Amount:	
B.	Address:	C. AIPP Amount (If Applicable):	
	(Complete Mailing, including Suite, if applicable)	D. Funds Requested to Date:	
		E. Amount Requested this Payment:	
	City, State, Zip	F. Reversion Amount (If Applicable ):	
C.	Phone No:	G. Grant Balance:	
D.	Grant No:	H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)	
E.	Project Title:	I. ☐ Final Request for Payment (if Applicable)	
F.	Grant Expiration Date:		
III.	Figure Version		
III.	Fiscal Year :		
	(The State of NM Fiscal Year is July 1, 20XX through June	e 30, 20XX of the following year)	
IV.		the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of mase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant	
<b>V</b> .	Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of New Mexico Constitution known as the "anti donation" clause.		
Grantee	Fiscal Officer	Grantee Representative	
or Fiscal	I Agent (if applicable )		
Printed N	Name	Printed Name	
Date:		Date:	
	(Sta	ate Agency Use Only)	
Vendor Co		Loc No.:	
I certify th	hat the State Agency financial and vendor file inform	nation agree with the above submitted information	
. coluing ti	Sale rigoro, mariour and voltage me mont	and agree that the above capitalist another than	
Division	Fiscal Officer Date	Division Project Manager Date	

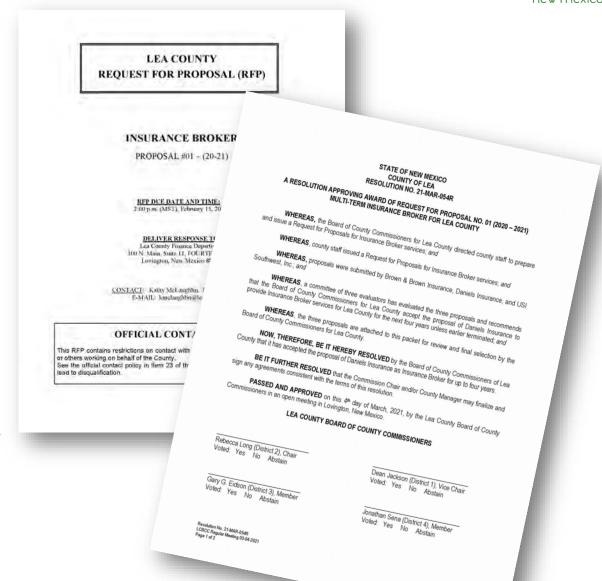
# NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of O	bligation to Reimburse Grantee #		
DATE:			
TO:	Department Representative:		
FROM:	Grantee Entity:		
	Grantee Official Representative:		
SUBJECT:	Notice of Obligation to Reimburse Grantee		
	Grant Number:		
	Grant Termination Date:		
entered into	nated representative of the Department for Grant Agreement number		
Vendor or C	ontractor:		
Third Party (	Obligation Amount:		
Vendor or C	ontractor:		
Third Party (	Obligation Amount:		
	the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the project description, subject to all the terms and conditions of the above referenced Grant		
Grant Amou	nt (Minus AIPP if applicable):		
The Amount	of this Notice of Obligation:		
The Total Ar	nount of all Previously Issued Notices of Obligation:		
The Total Ar	mount of all Notices of Obligation to Date: \$ 0.00		
Note: Contract	amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.		
Department	Rep. Approver:		
Title:			
Signature:			
Date:			

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Consideration of Lea County Resolution No. 21-MAR-054R Approving Award of Request for Proposal No. 01 (2020 – 2021) Multi-Term Insurance Broker for Lea County

- The Board of County Commissioners for Lea County directed county staff to prepare and issue a Request for Proposals for Insurance Broker services.
- County staff issued a Request for Proposals for Insurance Broker services.
- Proposals were submitted by Brown & Brown Insurance, Daniels Insurance, and USI Southwest, Inc.
- A committee of three evaluators has evaluated the three proposals and recommends that the Board of County Commissioners for Lea County accept the proposal of Daniels Insurance to provide Insurance Broker services for Lea County for the next four years unless earlier terminated.





# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name, T	itle, Dept:		
02/23/2021	John Caldwell/County Attorn	John Caldwell/County Attorney/Legal Department		
SUBJECT:	ATTACHMENT(S):			
Consideration of Approval of Proposal for Insurance		s n, Daniels Insurance, and USI Southwest.		
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED:			
1 Resolution	Action Item			
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR:			
STRATEGIC PLAN Implementation of 5 Year Stra	ategic Plan:			
2.7 The responsibility to be good stewards of the pub 3.3 The County shall provide a safe, reliable, and effi changing needs of the public.	olic finances. icient transportation network, and county facilities sha	all be maintained and shall meet the		
SUMMARY:				
The county needs to procure insurance to protect its assists the county in evaluating the county's risks and Insurance, Daniels Insurance, and USI Southwest, In three proposals and recommends Daniels Insurance selection by the Board of County Commissioners.	d need for different types of insurance. The county re ic.) in response to a request for proposals for insuran as the county's insurance broker. The three proposa	ceived three proposals (Brown & Brown ce broker services. Staff has evaluated the Is are attached for the evaluation and final		
	sentation Easels/Laptop/Projector/Etc.: Projector Other:	See Additional Summary Attached		
SUBMITTER'S RECOMMENDATION(S):		Submitter's Signature		
Recommend approval	Department Director, Etc.  John W. Digitally signed by John W. Caldwell  Caldwell Date: 2021.02.23 14:07:05 -07:00'			
FINANCE REVIEW Fiscal Impact/Cost:		Reviewed by Finance Director		
The financial impact to Lea County will be determined is put in force.	Henry C Digitally signed by Henry C Low Jr Date: 2021.02.24 11:46:32 -07'00'			
LEGAL REVIEW: (Note: Travel does not need legal	al review)	Reviewed by County Attorney		
		John W. Digitally signed by John W. Caldwell		
		Caldwell Date: 2021.02.23		
COUNTY MANAGER REVIEW:		Approved by County Manager to be Placed on Agenda Digitally signed by Michael Mache College - P. Gallagher II Date: 2021.03.02 20:10:59 -0700'		
tem No. 0304 RECORDING SECR	RETARY'S USE ONLY ~ COMMISSION ACTIO	N TAKEN		
Approved: Del				
Resolution No. 21-MAR-054R Pol		ance No		
Continued To: Comments:				

## STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-054R

# A RESOLUTION APPROVING AWARD OF REQUEST FOR PROPOSAL NO. 01 (2020 – 2021) MULTI-TERM INSURANCE BROKER FOR LEA COUNTY

WHEREAS, the Board of County Commissioners for Lea County directed county staff to prepare and issue a Request for Proposals for Insurance Broker services; and

WHEREAS, county staff issued a Request for Proposals for Insurance Broker services; and

WHEREAS, proposals were submitted by Brown & Brown Insurance, Daniels Insurance, and USI Southwest, Inc.; and

WHEREAS, a committee of three evaluators has evaluated the three proposals and recommends that the Board of County Commissioners for Lea County accept the proposal of Daniels Insurance to provide Insurance Broker services for Lea County for the next four years unless earlier terminated; and

WHEREAS, the three proposals are attached to this packet for review and final selection by the Board of County Commissioners for Lea County.

**NOW**, **THEREFORE**, **BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that it has accepted the proposal of Daniels Insurance as Insurance Broker for up to four years.

**BE IT FURTHER RESOLVED** that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

**PASSED AND APPROVED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair		
Voted: Yes No Abstain	Voted: Yes No Abstain		
Gary G. Eidson (District 3), Member	Jonathan Sena (District 4), Member		
Voted: Yes No Abstain	Voted: Yes No Abstain		

•	District 5), Member s No Abstain	
ATTEST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
By:		
Hollye	Shearer, Deputy Clerk	John W. Caldwell, County Attorney

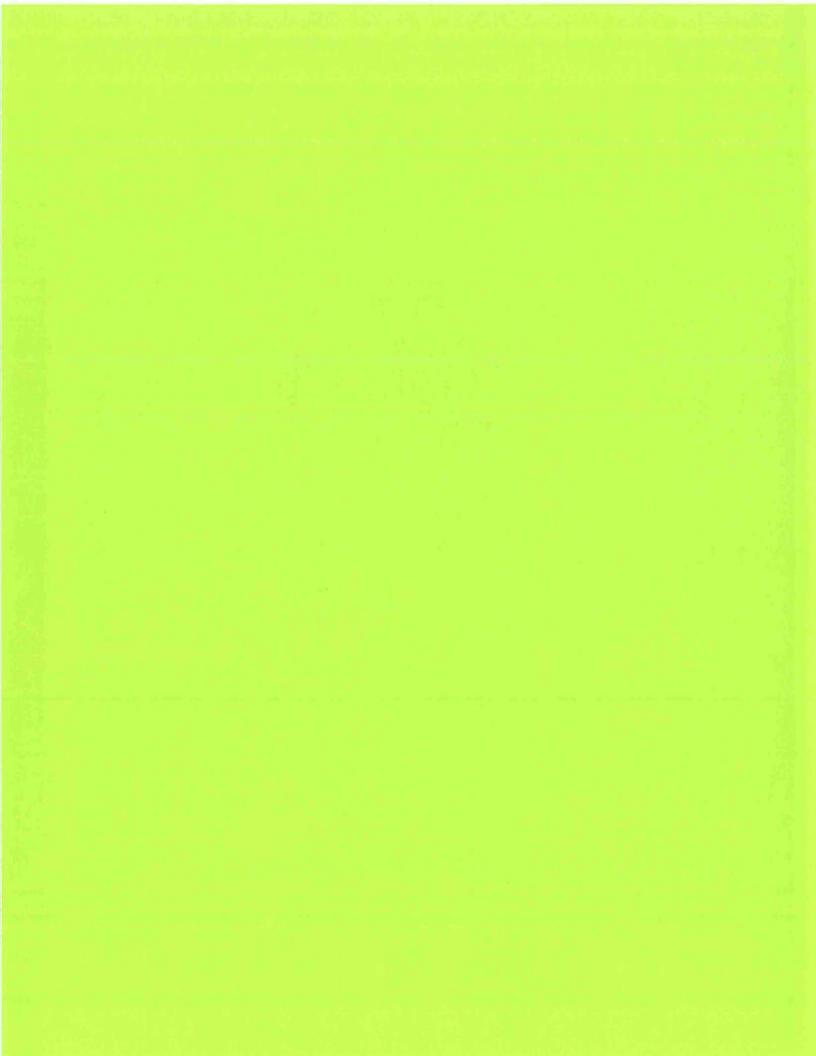
## **EVALUATION COMMITTEE SCORING**

## **INSURANCE BROKER**

PROPOSAL #01 - (20-21)

DUE DATE: FEBRUARY 16, 2021 - 2:00 P.M.

r l t	Possible Points	F	AVERAGE		
Evaluator		Evaluator 1	Evaluator 2	Evaluator 3	Score
Brown & Brown of NM, Inc.	925	825	800	825	817
Daniels Insurance Inc.	925	850	925	915	897
USI Southwest, Inc.	925	825	775	815	805







Lea County

Presented by:

C. Shane Neal

Senior Vice-President

Brown & Brown Insurance of New Mexico

8100 Lang Ave. NE Suite 101

Albuquerque, NM 87109

Phone: 505 821 5888

Fax: 505 291 6366

This Proposal of insurance is provided for general information and proposes only. This document does not convey insurance coverage. For policy terms, conditions, and exclusions you must refer to the actual insurance policy(ies). Any discrepancy or variance between the information contained herein and the actual insurance policy(ies) shall be governed by the insurance policy(ies).

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## LETTER OF TRANSMITTAL

#### **Submitting Organization:**

Brown & Brown of New Mexico, Inc. (RESUMES FOR STAFF ARE ATTACHED TO THIS PROPOSAL, ADEMDUM "A")

Name/Title of person authorized by organization to contractually obligate the organization:

J. Connor Payne
Executive Vice President
505-385-4690 (mobile)
505-857-2118 (office)
cpayne@bbnm.com

Name/Title/Phone No. of person authorized to negotiate the contract on behalf of the organization:

J. Connor Payne
Executive Vice President Primarily Albuquerque
505-385-4690 (mobile)
505-857-2118 (office)

## Name/Title/Phone No of persons to be servicing the account:

C. Shane Neal, MBA, CIC (Main Point of Contact)
Senior Vice President
Producer/ Agent
505-459-1157 (mobile) Primarily Albuquerque
505-857-2152 (office)
sneal@bbnm.com

Jennifer Bejarano
Solutions Analyst, Risk & Safety
505-857-2120 (office)
ibejarano@bbnm.com Primarily Albuquerque

Vanessa Villegas
Marketing Analyst
505-857-2121
vvillegas@bbnm.com
Primarily Albuquerque

Melissa Bailey
Operations Leader/Marketing Leader
505-857-2141
mbailey@bbnm.com
Primarily Albuquerque

Janet Ellison
Account Executive/ Service
505-857-2119 (Office)
jellison@bbnm.com Primarily Albuquerque

Jennifer Banuelos
Regional Accounting Leader
505-602-664-7014 (Office)
ibanuelos@bbnm.com Primarily Phoenix, AZ

Damian Esquibel
Employee Benefits Producer
505-857-2132
desquibel@bbnm.com Primarily Albuquerque

Robert Hughes, CRM, CSRM, CIC Vice President/Business Development 210-887-1064 hughes@apexinsurance.com San Antonio, TX

#### Availability:

Personnel are available Monday through Friday, from 7:30 AM to 4:30 PM, MST; or by appointment. You may contact Agent, C. Shane Neal after hours by calling his cell phone.



Offe	ror's	Sta	ten	nen	te.
2110	0. 3			161	

Brown & Brown of New Mexico, Inc. hereby agrees, if awarded the contract, to comply with all the conditions governing the procurement stated in RFP# 01 - (2021) (authorized representative initial)

This proposal provided by Brown & Brown of New Mexico, Inc. is valid for sixty (60) days after the deadline for supmission of proposals. (authorized representative initial)

The Offeror acknowledges receipt of any and all amendments to RFP #01—(20-21). (authorized representative initial)

I, J. Connor Payne, hereby authorize this Letter of Transmittal relevant to RFP # 01—(20-21)

DNNOR

(Print Name) J. Connor Payne

(Signature)

Serving you and your organization with strategic quickness, business agility, and the power of insurance knowledge

2/10/2021

Appendix A - Proposal Informatio	n / Affidavit
OFFEROR:Brown & Brown of New Mexico, Inc	1
AUTHORIZED AGENT_C. SHANE NEAL	- Osmaor Payue
ADDRESS:_8100 Lang Ave., N.E., Ste 101, Albuqu	
TELEPHONE NUMBER: ( 505) 821-5888	TOTAL PROPERTY OF THE PROPERTY
DELIVERY:	
STATE PURCHASING RESIDENT CERTIFICATIO	N NO:
NEW MEXICO CRS NUMBER: 02 - 4407	9-005
MAIL: LEA COUNTY FINANCE DEPARTMENT, 10	A COUNTY COURTHOUSE 100 N MAIN STE 11 ATH
AFFIDAVIT FOR FILING WITH PROPOSAL STATE OF)	
of law authorized by the Offeror to submit the attached Proparty to any collusion among Offerors in restraint of to refrain from Bidding; or with any Authority Official prospective contract, or say other terms of said prospective contract.	wful age, being first duly sworn on oath say that I am the agent posal. Affiant further states that the Offeror has not been a reedom of competition by agreement to Bid at a fixed price or or employee as to the quantity, quality or price in the poeclive contract; or in any discussions with any Authority per thing of value for special consideration in the letting of a
a	OFFICIAL SEAL Shane Neal NOTARY PUBLIC-STATE OF NEW MEXICO
Signature	My commission expires: 41/8/2-3
Subscribed and sworn to before me; the 11th day	10 V 8, 2023
Notary Public My Commiss	ion Expires
Serving you and your organization with	strategic quickness, business agility, and the power of insurance knowledge
#/ # W # V # F	Page 5 of \$ 40

2/10/2021

# Appendix B – Campaign Disclosure Form, Disclosure of Contributions: Contribution made by: \_\_\_\_\_NONE\_\_ 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): Signature Date Title (Position) ---OR---NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative. Signature

Title (Position)

## **Agents Preface:**

Ladies and Gentlemen:

For your consideration, I would like to take the opportunity to introduce Brown & Brown of New Mexico, Inc. and to showcase some of our capabilities.

If selected as your Insurance Broker, Brown & Brown of New Mexico, Inc. will partner with Apex Insurance Services, the public entity division of Brown & Brown, Inc., a national wholesale broker and program manager specializing in property & casualty insurance placement for public entities and schools. Brown & Brown is the nation's 5th largest insurance broker in the USA.

Apex / Brown & Brown places over \$800,000,000 in public sector premium and has become one of the country's fastest growing, experienced and talented public entity and school specialists. Apex is the Marketing Manager for our carriers specializing in public, private charter schools, colleges and universities in 44 states producing over 10% of their business nationwide.

I am a 19-year veteran insurance broker. My focus is Construction, Large Property, Public Entity and Manufacturing. My average account size is \$600k in premium; my largest is about \$2MM. I sincerely hope that I will have the opportunity to showcase my talents, expertise and services in person.

By the end of this proposal you will be able to identify the following:

- An overview of the scope of products and services our firm will provide for the Property & Casualty needs of Lea County
- A commitment that we will provide unblased information regarding the most advantageous insurance markets form the standpoint of cost, service, coverage and financial stability.
- A commitment that we will assist, to the best of our ability, the preparation of underwriting data required by
  insurers. Please note that in some cases Agents are prohibited from completing applications on behalf of
  the insured as they become warranty statements to the policy.
- A commitment that BBNM will market insurance policies as requested by the County and present all reasonable offers in a timely manner along with recommendations.
- A commitment to place all coverage as approved by the County.
- A commitment to provide proposals 60 days prior to Inception or renewal when possible and practical.
- · A commitment to provide consultation and brokerage services to the County as agreed upon.
- Upon request and agreement between the parties, BBNM will commit to provide other services related to Insurance and Risk Management Services. If any of these services are requested, the compensation will be negotiated separately from the compensation in the RFP #01—(20-21), and will be agreed upon in writing and in advance of the work and identified as a change order to the identified RFP.

Please call on me with any questions of comments that you may have.

Respectfully,

Shane Neal, MBA, CIC, CLCS

Senior Vice President

Brown & Brown of New Mexico, Inc.

honelear

505-857-2152

505-459-1157

sneal@bbnm.com



## ORGANIZATIONAL STRENGTH

## **BROWN & BROWN'S CULTURE and COMPANY FACTS**

Ranked by Business Insurance magazine as the nation's 5th largest independent insurance agency, and the 7th largest in the world

Over 300 offices in 39 states employing 10,800 people.

Long Standing New Mexico Partner

46 Experienced Professionals with offices in Albuquerque, Santa Fe and Taos

- Offers full range of brokerage services such as:
  - Property & Casualty
  - o Group Benefits
  - o Bonds

8

- o National Programs
- o Personal Lines (home, auto, life, umbrella, etc.)
- Preferred carrier relationships
  - Access to virtually all insurance companies, reinsurance carriers & third-party administrators nationwide
  - o Our markets want to write business with us
  - o Greater access to senior level decision makers
  - o More negotiating strength exercised on our clients' behalf
  - We only represent carriers with AM Best ratings of A- or better¹
- ☐ Decentralized model allows us to be creative to define & meet customer-specific needs

Origins dating back to 1939, incorporated in 1959

Brown & Brown Insurance is a publicly owned corporation with its stock traded on the New York Stock Exchange (NYSE:BRO)

Headquartered in Daytona Beach, FL

Manages over \$20 Billion in annual premium

Possess national presence and exposure through a variety of prestigious memberships and affiliations

The capacity to represent or access virtually all of the significant insurance and administration markets

Company Organizational Chart Attached

MANAGES OVER \$800,000,000 IN PUBLIC ENTITY PREMIUM.

<sup>1</sup> Special exceptions may apply for Self-Insured funds or similar structured companies that have undergone financial review by Brown & Brown Securities Committee (annually approved).



## **Licensing**:

Brown & Brown of New Mexico, Inc. carriers the required licensing and is authorized to do business in the state of New Mexico. Relevant licensing and resumes are attached to this Proposal.

## **Professional Indemnity:**

- Brown & Brown of New Mexico is insured for errors and omission coverage at a policy coverage limit of \$5,000,000 per occurrence. Attached is a copy of the current Errors & Omissions Certificate of Insurance.
- Brown & Brown of New Mexico maintains commercial insurance for general liability, automobile and workers' compensation having coverage limits of at least \$1,000,000 for each line of coverage. Certificates of Insurance can be provided upon request.

## **Insurer Security:**

Brown & Brown of New Mexico has a Securities Committee that constantly monitors the financial stability of all the carriers with whom we conduct business.

- Brown & Brown Insurance will only represent carriers with A.M. Best ratings of A- or better.2
- The Securities Committee constantly monitors the financial stability of all the carriers with whom we conduct business. The committee monitors the A.M. Best ratings daily for all carriers and sends out alerts via email when any changes are made.
- A monthly email summarizing all of the A.M. Best rating changes are posted to the Brown & Brown intranet.
- If a carrier falls below an A- rating:
  - Account Managers are responsible for notifying clients, in writing, of the change in financial status
  - Account Managers will also offer to immediately re-market the lines of coverage with that carrier
  - If the client chooses to remain with that carrier until renewal, Brown & Brown Insurance may still elect to provide alternative quote for consideration
- In the event that a carrier is not rated by A.M. Best, the agency is required to submit request for an exception once the financials for that carrier are reviewed and approved by the Securities Committee.
- Logs are distributed to management each week, month and quarter monitoring the agency book of business and Commercial Lines Account Managers for Quality Control.
- Annual Quality Control visits from the QC Team, instituted by the Corporate Headquarters, audits each office on an annual basis to ensure all procedures and management practices are followed.



Serving you and your organization with strategic quickness, business agility, and the power of insurance knowledge

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<sup>&</sup>lt;sup>2</sup> Special exceptions may apply for Self-Insured funds or similar structured companies that have undergone financial review by Brown & Brown Securities Committee (annually approved).

## Remuneration:

- Insurance Broking Services
- Risk Management Services
- Other Value-Added Services

We do not charge additional fees for our services. Rather we rely on our revenue via commission from our carriers. We receive the standard range of commission in the industry of approximately 5% to 15% depending on the carrier and our relationship. We have a policy of transparency and, as our customer; you will know the commission we are receiving from our carriers every year. We will also present you with the quotes of other carriers when obtained so you can see we are bringing you the best option year after year. Due to our ability to save our customers premium dollars based on our local and national negotiation efforts, we have found our customers prefer our current form of compensation. It is our goal to retain customers for life and we know that can only be done with an untiring commitment to our customers to negotiating the best rates possible for them on a yearly basis.

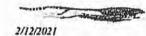
NOTE: We do have the ability to negotiate fee-based agreements. This is done on a case by case basis. A sample fee agreement is available for your consideration upon request.

## **Underwriting and Actuarial Expertise:**

As the 5th largest insurance intermediary in the nation, Brown & Brown possesses and has access to an extensive range of underwriting and actuarial resources.

We understand the wide array of components to underwriting and the financial impact insurance related matters can have to our clients as well as represented carriers.

Also a worthy note, Brown & Brown is comprised of a wholesale division consisting of personnel that act in a carrier capacity having the authority to underwrite, bind and issue policies while relying on actuarial analysis to maintain a profitable book of business.



## **Total Quality Management:**

Brown & Brown of NM utilizes many forms of quality management including but not limited to:



Internal Operations
ASSIDUOUS ATTENTION TO DETAIL

#### Internal Controls:

Quality Control is critical to our success. The quality level of our operation is an added value. We have implemented a number of "fail safes" to assure our customers and ourselves that the quality of our organization continues to maintain high levels of satisfaction.

- We have an Internal Operations Teams (IO) headquartered in Daytona Beach, Florida reaching out to all offices nationwide.
- Each Profit Center has an IO Liaison to:
  - Supervise development & implement standard procedures;
  - Direct the creation & implementation of exposure analysis tools;
  - Oversee the drafting & implementation of standard proposals;
  - Maintain quarterly self-reviews;
  - Mediate communication between IO & employees
- We have extensive guides & manuals, so procedures are carried out consistently throughout our organization.
- The Company communicates with our IO through email, regional meetings and intranet to which every employee has access and all IO materials are posted and available for review and/or download.
- Various Internal controls are in place, including monthly survey and incident reporting, quarterly internal Profit Center self-reviews, and an annual IO Review performed by corporate IO Staff.
- Internal audits are performed.
- We are regularly audited by our external E&O carrier in conjunction with our E&O insurance.
- We also have in place a nationwide Catastrophe Preparedness and Recovery Plan, which each Profit Center must adhere to and make known to all employees.
- All Employees, including support staff, are required to be licensed.
- Each employee is encouraged to participate in a minimum of one outside industry or association educational seminar a year.
- Brown & Brown of New Mexico provides specifically continuing education programs tallored to the employee's particular area of specialization and experience level.
- We utilize the computer systems extensively. We automatically run file queries through our computer system. Inconsistencies are checked by management for explanation and/or resolution.

## **Agent Relationship and Service Agreement:**

In these economic times, you need to derive maximum value for your insurance dollar. At Brown & Brown of New Mexico, we are committed to providing you with that value throughout the entire business insurance process. The following Service Plan outlines valuable insurance related services that you'll benefit from:

#### **Protection Needs Analysis**

#### **Contract Review**

Claims Review Loss Prevention Analysis

#### **Risk Management**

Discount Review
Premium Funding
Alternatives
Satisfaction Analysis
Audit Exposure Review
Classifications
Considered
Acceptability Guarantee

#### **Pricing Guarantee**

Prompt Communication
Change Request and Auto
Id Cards
Certificates of Insurance

Claim Filing Services
Summary of Insurance
MVR Driver Acceptability

#### Insurance Reviews

#### Long Term Planning

#### Insurance Due Diligence

- Identification of changes in exposures, coverage needs and problems (if any) with your existing insurance program
- Review of contracts you have entered into to assist you in understanding the insurance requirements
- Review of historical claims experience
- Insurance carriers often provide loss prevention services. In addition, services are available for safety programs and regulatory compliance
- Provide analysis and recommendations on alternative methods of handling exposures to risk
- · Review of applicable discounts
- Determination of premium payment structure that best meets your firms cash flow requirements
- Discovery and discussion of any issues
- Assurances that you won't be surprised by a large audit bill
- Careful consideration of your operations and determined applicable classification
- The insurer that we select has pre-approved your application (if available)
- We are providing you with the most competitive total account premium
- Responses within 24 hours
- Prompt document delivery
- The insuring carrier has approved certificate wording prior to issuance
- Complete reference guide for filing of claims
- You will receive an easy to read one-page summary
- Provide assistance in implementing driver standards and controls to assist in your auto loss prevention efforts
- We will contact you to review whether your current insurance program still adequately protects your business
- We can help you project the effect of your business changes today on your insurance costs for the future by projecting experience modifications, maximum probable loss and maximum possible loss
- Evaluate insurance implications of acquisitions and mergers, including review of coverage's, funded and unfunded losses, and a review of contingent liability exposures



## **Marketing Philosophy:**

Philosophy -- At Brown & Brown Insurance, our marketing philosophy is to strategically approach carrier(s) that have product coverages and services relevant to our client's risks and exposures at a competitive price. By working to accomplish and protect our clients' market place while respecting our carrier relationships, our direction is not to "flood" the market but to only utilize carrier(s) that are legitimate in opportunity based on account factors such as underwriting, program utilization, pricing, loss ratio, market place, value added services, leverage and other important components.

We strive to thoroughly understand our client's operations so their exposures and risks can be identified and either retained or transferred. This is also an important task as it is critical for the insurance carriers to understand our clients' business; doing so allows for a detailed underwriting process which is turn provides our clients with appropriate, comprehensive coverages at the most competitive pricing available.

With over 235 offices nationwide, Brown & Brown is able to access the vast majority of insurance carriers and programs. As the 6th largest insurance intermediary in the nation, Brown & Brown has developed solid relationships and significantly large premium volumes with its carriers. We are able to leverage these relationships, thus providing us and our clients a competitive advantage that includes competitive pricing, comprehensive coverages and value-added services.

- Insurance Methods For those exposures where an insurance product is desired and/or necessary, there are a number of alternatives we can explore based on the size of your business, magnitude of the exposure, spread of risk and potential premium. These can include standard insurance, deductible programs (can consist of smaller deductibles to deductibles of \$250,000+), loss sensitive programs, maximum possible loss limits (property related), cash flow programs, self-insurance, or captives or rent-a-captives. We will provide you with our strategy to utilize those dynamics to your best advantage.
- Information Gathering Determine & request additional information required for completion of insurance application(s) and optimal marketing process.
- Application Complete Application and other marketing material
- Market & Economic Dynamic Provide you with information on the current economic and market dynamic and/or trends, contemplating both opportunistic and long-term alternatives. We provide the necessary information so that you can make informed decisions as to which direction you prefer to take to take advantage or minimize current market and economic trends. We will provide you with our strategy to utilize those dynamics to your best advantage.
- Identify Carriers Identify insurance companies for their financial stability, stable prices, and long standing reputation in the business community along with their ability to meet your specific needs. We also will go one step further and work to identify the office within an insurance company that will provide the best alternative for you. We work to identify opportunities that may exist by going to underwriters in a different region. We have often moved outside of the typically utilized underwriting office to take advantage of opportunities on behalf of our clients. (i.e., an underwriting office in New York or Atlanta may be "hungrier" for the business at a particular point in the market cycle, or may not be as concerned about issues that are inherent in your specific "hot spot" region or the market may be softer in a specific region. Or, there may be an underwriter within a specific office that specializes or has considerable knowledge of your industry.) We seek, utilize and capitalize on these types of opportunities.



If selected as your insurance Broker, Brown & Brown of New Mexico, Inc. will partner with Apex Insurance Services, the public entity division of Brown & Brown, Inc., a national wholesale broker and program manager specializing in property & casualty insurance placement for public entities and schools. Brown & Brown is the nation's 5th largest insurance broker.

Apex / Brown & Brown places over \$800,000,000 in public sector premium and has become one of the country's fastest growing, experienced and talented public entity and school specialists. Apex is the Marketing Manager for one of our carriers specializing in public, private charter schools, colleges and universities in 44 states producing over 10% of their business nationwide.

Independent insurance agents and brokers are the backbone of the Apex distribution system. Apex has established "long-term" relationships with agency partners like Brown & Brown of New Mexico, Inc. to deliver comprehensive coverage, competitive pricing and excellent local service.

We have established the same long-term relationships with National and Regional insurance carriers to provide Lea County the most comprehensive coverage, competitive rates and superior policy and risk management services in the marketplace today.

#### PUBLIC ENTITY EXPERIENCE

Apex provides a variety of services for public entitles including cities, counties, towns, townships, boroughs, parish government special districts, K-12 public, private and charter schools, colleges and universities. Apex seeks long-term commitment and strategic business partners to create an excellent working relationship for all parties.

Apex has a history of turning ideas into productive products that benefit our clients. In addition, we are able to take the innovations that we are pursuing for other risks, pools and programs and evaluate them for usefulness for you. Our history and on-going commitment to public sector insurance provides Lea County with the power of a major national broker with localized experience and successful track record.

For more information, visit; www.apexinsurance.com www.bbinsurance.com

## Market Access:

Markets that could be a fit for Lea County, Brown & Brown has access to ALL markets. Included is a list of potential markets. Some of the below markets may have pulled out of the NM Market very recently due to changes in underwriting appetite. Shane has discussed the NM climate a bit further with colleagues and it seems that some NM counties need multiple carriers in order to place the complete package program. We are happy to talk further on the delivery of markets if you'd like. We are working on the assumption that we would be the sole Broker and have access to all markets, but below are our markets of choice.

Package Markets: (Property, General Liability, Crime, Inland Marine, Business Auto, Cyber/Data Breach, Work Comp., Umbrella) [Including GL for the Law Enforcement Agencies]

- Intact Insurance (Formerly BRIT & One Beacon) Deductible and Low SIR Admitted (Has largely pulled out of NM due to bad experiences/losses but may still consider).
- Liberty Mutual Deductible or Low SIR Admitted & Non-Admitted Options (Not yet filed, but may be filed in the near future)
- Trident (Argonaut) Admitted
- MunichRe Admitted
- Glatfelters Admitted



- Travelers Admitted
- Euclid/Hudson Deductible and SIR Options Admitted & Non-Admitted
- Zurich Admitted & Non-Admitted Options (Not yet filed, but may be filed in the near future)
- HCC Admitted & Non-Admitted Options (Not yet filed, but may be filed in the near future)
- Liberty—Admitted
- Hartford—Admitted
- C.N.A. -Admitted
- Coalition—Admitted and Non-admitted
- Philadelphia Ins.-- Admitted
- Great American—Admitted

#### Stand alone Property Markets:

- APIP Program (Lexington Primary Carrier) Property Premium must be above \$250k
- Travelers
- Chubb
- Zurich
- Hartford
- B&B Wholesale has access to all property markets

#### Stand Alone Public Officials/EPL/Law Enforcement Markets:

- · QBE
- XL
- Kinsale
- Chubb
- Ironshore
- National Union Fire Ins Co of Pittsburg PA

#### **Environmental Markets:**

- Hull Stockton (admitted and non-admitted)
- Align General (non-admitted)
- Alta Risk (non-admitted)
- Aspen(non-admitted)
- Beacon Hill(non-admitted)
- Berkley Specialty (Non Admitted)
- Crum & Forster Environmental (non admitted)
- Dual Commercial (non-admitted)
- EEUM (non-admitted)
- Everest (non-admitted)
- Great American (non-admitted)
- James River (non-admitted)
- Kinsale (non-admitted)
- Ironshore (non-admitted)
- Markel (non-admitted)
- Partner One (non-admitted)
- Intact (non-admitted)
- Rivington (non-admitted)
- RLI (non-admitted)



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- · Rockhill (non-admitted)
- · Starr (non-admitted)
- EURIS (non-admitted)
- Westchester (non-admitted)
- AIG (non-admitted)
- Liberty/Iron Shore (non-admitted)

#### Aviation Liability and Aircraft Hull Coverage

- AIG Aerospace Admitted
- Chubb Aviation—Admitted
- Global Aerospace –Admitted
- Old Republic Aerospace—Admitted
- QBE Aviation—Admitted
- Starr Aviation—Admitted
- USAIG—Admitted
- W. Brown & Associates—Admitted
- RT Specialty, LLC (Admitted and non-admitted)
- Hull Denver (admitted and non-admitted)
- · AIG (admitted and non-admitted)
- ACE (non-admitted)

#### Accident & Health for Volunteer Firefighters:

- This can be addressed by adding "Volunteers" to the Workman's compensation policy. If possible, this
  should be done. It provides much broader and more comprehensive coverage than an Accident and
  Health Policy.
- Our Public Entity division insures Fire Departments Across the Nation and has access to all accident and health markets who would consider this risk.
- Market Renewal Submit application and supporting documents to identified carriers. We will provide the underwriter with a comprehensive "submission" that includes the basic insurance application format and a narrative overview of the company, our assessment of the exposures, risks associated with those exposures and steps past, present and future that you and/or Brown & Brown of New Mexico is taking to pro-actively minimize that risk or exposure, analysis of the previous losses in a summary format is included with a discussion of an analysis of loss trends, expected loss pick, etc. We believe this part of the process is one of the most critical in terms of simplifying the exposure for the insurance carrier. This allows the carrier to make an informed decision in a short period of time and to get approval up the line for the program and pricing we want. Our success rate in writing complex accounts at very competitive pricing with significant coverage enhancements is excellent. We "lobby" for our clients throughout the process.
  - The Renewal Process To begin preparations for the renewal, our firm meets with clients 120 days prior to the policy expiration date to accomplish multiple important tasks. First, it is imperative to discuss and identify any material change in business structure and/or operations. Next, we will review in detail an insurance summary to ensure all coverages and exposures are accurate and adequate. We will also discuss the marketplace and develop a marketing strategy for the upcoming renewal and its submission(s). During the renewal process, we often enter into negotiations with the carrier(s) quoting our clients' account(s). We maintain an aggressive approach in negotiations that focuses on agency leverage, client risk management efforts, loss ratios, underwriting and marketplace.



Coordinate Carrier Visits – There are many reasons why an insurance carrier may want to meet with you prior
to developing an insurance program. Carriers at minimum may want to have one of their safety/loss control
representatives visit with you. Often time's underwriters will want to meet with your risk management team. We
will work to minimize your time for these visits yet at the same time maximize the effectiveness of the carrier's
interaction.

## Risk Management Services:

## The Process

"People in our industry often forget that insurance is just one tool of risk management. We believe that insurance should be purchased for those exposures a client does not want or cannot afford to retain. It should be the last step in the risk management process, not the first."- Robin Couture, CPCU, CIC

The risk management process is a very important step for defining the insurance marketing process. It defines virtually everything related to final cost of managing risk from types of risks assumed (contractually, deductibles or self-insured retentions, areas of complete self-insurance) to claims costs, and the final insurance premiums for those exposures an organization chooses to or must insure. Therefore, our preferred marketing process starts with you, the customer.

Brown & Brown Insurance has the resources and expertise necessary to assist in the structuring of a successful, proactive Risk Management program. We envision the risk management and insurance placement process to include the following.

## Step 1

- e Meeting
  - Obtain the fullest understanding of your operations and objectives, both short and long term;
  - Gain an understanding of your specific risk tolerance, philosophy for risk transfer and desire for alternatives to insurance.
  - Identify exposures that can be addressed through non-insurance methods versus those you choose not to assume or cannot afford to retain. Assist to determine the cost/benefit of insurance versus non-insurance solutions for those exposures that are less clear.
  - Make recommendations for program development/improvement. Develop a plan of action.
- Data Wish List Provide "data wish list" information. This is a list of information that we can develop through
  dialog or by providing a written request for information. It is used to develop information for insurance marketing
  and identifying other opportunities that you may want to consider for handling risk along with opportunities where
  Brown & Brown can help.
- Trends & Loss Pick Analyze claims, payroll, revenue and other data to identify trends. Information developed
  in the trend analysis can be extremely useful in convincing an underwriter to reduce the loss pick and/or other
  components of the pricing even further. Improvements can be found by either proving the loss picks to be too
  high, convincing underwriter(s) that the loss results will be improving due to changes within your organization, or



explaining away unusual one-time type losses can have a large impact. We have been quite successful doing just that.

- Review Current Program Review the current insurance and risk management program to identify the
  perceived strengths and weaknesses of the plan along with the plans ability to meet your needs and wants.
   Brown & Brown has a proprietary program that effectively "tests" your policy to determine deficiencies prior to an
  actual loss event.
- Develop a Plan of Action With the initial information, we can develop suggestions for a plan of action for the
  risk management of the various exposures.
- Negotiate Negotiate with the prospective insurer(s) for program design including but not limited to coverage
  parameters, specialty endorsements, flexibility, pricing, and security requirements.
- Program Proposal After negotiating with the insurance carrier and obtaining optimal results, we will provide a summary of the alternatives to you so you can "go shopping on paper" and make final decisions.
- Choose final program, implement, modify and adapt as necessary.

## Step 2

- Identify and Discuss Opportunities Throughout the activities outlined in Step 1 and Step 2, we will identify
  opportunities for you to improve or modify their activities, safety procedures, pro-active and reactive claim
  handling activities, coverage choices, along with other items that may have short term and long term financial
  impact on their insurance program and total claims and risk management costs. Step 3 is to provide a summary
  on these opportunities along with the cost benefit of each so that you can make an informed decisions relating to
  the opportunities identified.
- Identify Service Requirements, Recommendations and Protocol Create implementation blueprint
  identifying each specific task, responsible party, and target completion date for risk management activities and
  service requirement of Brown & Brown, applicable insurance carriers and you.
- Contract Review/Other Services Contract review is an important part of identifying risk to you. Many people accept insurance requirements that either cannot be complied with or that as a business owner you might not want to provide. If requested, we will review your contracts to provide recommendations of methods to pass on more risk to others or accept less risk. We also can and have operated as part of the due diligence team for our clients during acquisitions, mergers or sales of portions of their business operations. The risk management analysis and perspective can be important during this type of activity.
- Identify Authorized Contacts and Authority(ies) Some organizations choose to have a single source of contact with only that person authorized to make changes or request tasks. Others choose to have us integrate ourselves throughout their system. In these situations, we can become an information "clearing house". Location managers, buyers, and other people in the position to change exposures within an organization become accustomed to calling us to discuss potential changes, contracts and other concerns or Issues. We will provide reports back to the home office of the changes occurring within the organization. In addition, other consultants are often authorized to contact us directly when negotiating contracts, M&A activity, sale, or other deal so that we can provide recommendations that will limit risk through the contracts or structure of the deal. Regardless of the method, strong and consistent communication is critical to exposure evaluation. We, as a member of your



team can be involved as changes are occurring, not after they are complete, in order to be most effective risk management feedback.

Maintain, Monitor & Adapt - Exposure identification and the management of those exposures utilizing the
various risk management tools (including insurance) is a constant and fluid process. We know that and work to
adapt the program as necessary in order to maximize benefit to you and the changes businesses regularly face
and to protect program for long-term availability.

## Periodic Review Process:

Communication is a critical component to a successful insurance program. As the agent, we strive to be a catalyst for effective communication and interaction amongst all relevant parties and have found that regular meetings are well served which usually begin as monthly and then transition to quarterly. And of course, our clients have full access to their Brown & Brown team with an "open door" policy to maintain the constant, effective lines of communication. Having current and long-term clients in Espanola and northern New Mexico will be conducive for regular meetings concerning effectiveness and results of the current program and process.

## **Transitional Arrangements:**

Making a transition to a relationship with Lea County will include these steps:

- Signed Agent of Record letter from Lea County appointing Brown & Brown of New Mexico as your Broker.
- Fact finding meeting for B&B to obtain details of company operations and risk management program.
- Conversations between Brown & Brown of New Mexico and current carriers to negotiate reduced rates, obtain quotes for additional needed coverage options and discuss available value added services,
- Develop or modify risk management program,
- · Obtain quotes from additional markets and present options to Lea County,
- Monitor and maintain program via regularly scheduled meetings with Lea County.
- Proactive, communicative relationship,

## Conceptual Insurance Proposal:

Using the processes above, Brown & Brown would work with your management team to identify risks, then establish and maintain a program that meets your risk tolerance and needs.

Like any professional, such as a CPA or Attorney for example, we would request to review your existing program. That is good business practice and it helps establish a base line from which to work. A complete review also assists a new Broker with obtaining key information without exhausting the client with requests. It is our philosophy that a review is only used for a base line. We will not copy and paste a risk management plan. This practice is irresponsible and dangerous to the agent and the client.

That being said the following are key lines of business and coverages that Brown & Brown would be considering for Lea County, NM.



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- · General Liability to include coverage forms for:
  - o Aviation Liability
  - o Premises Liability
  - o Products/Completed Operations
  - Personal & Advertising Injury
  - o Law Enforcement Liability
  - o Sexual Abuse and Molestation
  - Employee Benefits Liability
  - Employment Related Practices Liability (1st and 3rd Party)
  - o Failure to Supply
  - o Pollution Liability (1st and 3rd Party)
  - o Liquor Liability
  - o Errors & Omissions
  - Cyber Liability (1<sup>st</sup> and 3<sup>rd</sup> Party)
  - o Public Officials (Directors & Officers) Liability
  - o Fiduciary Liability
  - o Broadest Forms available
  - o Review Excisions from every carrier provided in detail
  - Umbrella and Excess Limits.
    - NOTE: While NM does have tort liability statues to help limit the Liability of Public Entities, there are exceptions. Public Entities have a fiduciary duty to select appropriate limits. (NMSA 1978 SS41-4-1 through 41-1-29.)
- Property Coverage to include coverage forms for:
  - o Buildings
  - Business Personal Property (Business Contents)
  - o Personal Property of others
  - Tenant Improvements & Betterments
  - o Boiler and Machinery and Equipment Breakdown
  - o Building Ordinance or Law Coverage, Parts A, B and C.
  - o Earthquake
  - o Flood
  - Wind endorsements to provide broad wind endorsement.
  - o Co-Insurance provisions, broadest available or waived
  - o Off Premises Power Coverage
  - o Overhead Transmission Lines
  - o Spoilage
  - Electronic Data Processing
  - o Outdoor Property
  - o Inland Marine (Equipment that moves around)
  - Contactors Equipment (Mobile Equipment)



- o Signs
- o Rented or Leased Equipment
- Mold & Fungus
- o Broadest Property Forms available
- o Review exclusions from every carrier in detail.
- Business Auto:
  - Auto Liability
  - o Physical Damage
  - Hired/Non-Owned Auto
  - Hired/Non-Owned Auto Physical Damage
  - o Uninsured Motorist
  - o Underinsured Motorist
  - Broadest Auto Forms Available
  - o Review exclusions from every carrier in detail.
- Crime:
  - Employee Dishonesty 1<sup>st</sup> and 3<sup>rd</sup> Party
  - o Computer Funds Transfer Fraud
  - o Forgery & Alteration
  - o Social Engineering
  - Money & Securities
- · Bonds:
  - Notary Bonds
- Worker's Compensation
  - o Both Work Comp. and Volunteer Accident Coverage
  - Experience Modifier Worksheet reviews and Claims advocacy to reduce the costs and effects from poorly managed WC claims.
- Aircraft/Aviation
  - o Liability
  - o Hull Coverage
- · Miscellaneous:
  - o Travel Accident Coverage
  - o Credit Insurance
  - o Terrorism Risk Insurance
  - Workplace Violence
  - o Identity Fraud
  - Tail Coverage for any discontinued Professional Liability policies; such as policies moved from Claims Made forms to Occurrence Forms, better coverage.

#### References:

## Private Sector: Select applicable accounts

Roses Southwest Papers, Inc. (\$60+Million in Revenue) 1701 2<sup>nd</sup> Street SW Albuquerque, NM 87102 Rob Espat, President

Paper Products Manufacturing Shane Neal, Agent Janet Ellison, Account Exec.

Redi-Mix Contractor, largest In NM

Shane Neal, Agent

Kim Haines, Account Exec.

Waste Hauler (City/County)

Kim Haines, Account Exec.

Shane Neal, Agent

## robespat@rosesnm.com

505-842-0134

Agent, Shane Neal, Provides all Property & Casualty Insurance for Roses Southwest, to include but is not limited to: Property, General Liability, Crime, Cyber/Data Breach, Management Liability (Directors & Officers, Employment Practices, Fiduciary), Business Auto, Inland Marine, Workman's Compensation, Umbrella.

Duke City Redi-Mix (\$60+Million in Revenue)
PO Box 250
Moriarty, NM 87035
Miles Shiver IV General Manager

Miles Shiver, IV, General Manager 505-917-1908

Mshiver4@dukecityredimix.com

Agent, Shane Neal, Provides all Property & Casualty Insurance for Duke City, to include but is not limited to: Property, General Liability, Crime, Cyber/Data Breach, Business Auto, Inland Marine, Workman's Compensation, Umbrella as well as Commercial and Contract Surety Bonds.

Roadrunner Waste Services, Inc.

PO Box 5550

Bernalillo, NM 87004

505-867-9000

Lee Dante, CEO

505-867-9000 or 505-975-5834

Bld951258@aol.com

Agent, Shane Neal, Provides all Property & Casualty Insurance for Roses Southwest, to include but is not limited to: Property, General Liability, Crime, Cyber/Data Breach, Business Auto, Inland Marine, Workman's Compensation, Umbrella as well as Commercial and Contract Surety Bonds.

ATA Aerospace (\$1Billion+ in Revenue) 5921 Jefferson NE Albuquerque, NM 87109 Alex Sontheimer, Managing Partner 301-329-8204

Alex.sontheimer@ataaerospace.com

Aerospace Engineering (DOE/DOD) Shane Neal, Agent Janet Ellison, Account Exec.

Agent, Shane Neal, Provides all Property & Casualty Insurance for ATA Aerospace, LLC, to include but is not limited to: Property, General Liability, Aviation Liability, Tech Errors & Omissions, Crime, Cyber/Data Breach, Management Liability (Directors & Officers, Employment Practices, Fiduciary), Business Auto, Inland Marine, Workman's Compensation, Umbrella as well as Commercial and Contract Surety Bonds.

## Public Sector: Select applicable accounts

\*notates Robert Hughes, Vice President Business Development of Apex Insurance Services will serve as the initial point of contact and coordinate the client reference communication.

 North Central Solid Waste Authority PO Box 1230
 Espanola, NM 87532
 Peter Fuller, Executive Director

909-615-1057

Peter.fuller@ncswa-nm.org

Solid Waste for Rio Arriba County, City of Espanola, Santa Clara Pueblo, Ohkay Owingeh Tribe and the Village of Chama. Shane Neal, Agent Janet Ellison, Account Exec.

Agent, Shane Neal, Provides all Property & Casualty Insurance for NCSWA, to include but is not limited to: Property, General Liability, Tech Errors & Omissions, Crime, Cyber/Data Breach, Management Liability (Public Officials Liability, Employment Practices, Fiduciary), Business Auto, Inland Marine, Workman's Compensation, Umbrella as well as Commercial and Contract Surety Bonds.

o Brown & Brown of New Mexico

City of Espanola, NM 405 North Paseo de Onate Espanola, NM 87532 Sally Baxter, HR 505-747-6017 Municipality
Connor Payne, Agent
Janet Ellison, Account Exec.

sbaxter@espanolanm.gov

Agent, Connor Payne, Provides all Property & Casualty Insurance for the City of Espanola, to include but is not limited to: Property, General Liability, Tech Errors & Omissions, Crime, Cyber/Data Breach, Management Liability (Public Officials Liability, Employment Practices, Fiduciary), Business Auto, Inland Marine, Workman's Compensation, and Umbrella as well as Employee Benefits.

Bexar County Courthouse
 100 Dolorosa
 San Antonio, TX 78205
 \*Robert Hughes, Apex Insurance Services
 210-812-5658
 All Lines

2016 City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
\*Robert Hughes, Apex Insurance Services
210-812-5658
All Lines

City of Miami

3500 Pan American Drive, Miami, FL 33133 \*Robert Hughes, Apex Insurance Services



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## **CLIENT TEAM MANAGEMENT:**

If awarded the RFP# 01 - (2021), Brown & Brown of New Mexico will assign a dedicated team of insurance professionals to the account of Lea County. Providing a local point of service, the team is based in Albuquerque and has office locations in Santa Fe and Taos that provide a logistical advantage. The team positions include Executive VP, Senior Vice President, Operations Manager, Account Executive, Solutions Analyst/Loss Control and Marketing Analyst, and Public Sector Specialist.

The Executive VP is J. Connor Payne and serves as the authoritative figure overseeing all Brown & Brown Insurance operations in the state of New Mexico. He works very closely with the team to resolve any high-level management Issues that may arise and is readily available to Lea County to serve in any capacity that may be needed.

Melissa Bailey Operations Manager and serves as the chief manager to all Brown & Brown operations in the state of New Mexico. As a member of the team in a management capacity, Melissa will oversee the Account Executive, Solutions Analyst and Marketing Analyst operations.

Senior Vice President, C. Shane Neal, will serve as the Producer/Agent and is responsible for the overall coordination of Lea County account. His duties include underwriting compilation and submission, risk management analysis and consultation, communication and high-level account servicing.

Jennifer Bejarano will act as the Solutions Analyst and is heavily involved in Risk Analysis, Employee Safety & Development as well Loss Control for your account. She is also available to assist the Account Executive and Producer with any servicing needs that may arise. Jennifer facilitates our proprietary online Risk Management Program, Resource+; a robust customized risk management program offered only by BBNM.

The team's assigned Account Executive is Janet Ellison. Her primary responsibility is to service the day to day operations of the account which include policy endorsements, certificate issuance, auto ID card issuance, claims reporting and inquiries, account billing (direct and agency bill) and general client inquiries.

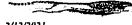
The Marketing Analyst position is filled by Vanessa Villegas and is primarily involved with the market placement of Lea County risk transfer. She works closely with the Producer, Account Executive and the insurance carriers to identify, underwrite, negotiate and finalize risk transfer to the selected market(s).

Jennifer Banuelos fills the position of Accounting Lead and will directly involve with all accounting issues. Jennifer heads our accounting team and would assist the Account Executive and Marketing to facilitate a smooth accounting experience.

Damian Esquibel is our lead Benefits Producer. While this RFP does not contemplate Employee Benefits he is an invaluable member of our team and is available to step in where necessary.

Robert Hughes, Vice President of Business Development, Apex Insurance (A subsidiary of Brown & Brown Insurance that Brokers more than \$800,000,000 in Public Sector business across the country.)

The following section of this RFP will include the team members' contact information, brief narratives and resumes. Brown & Brown of New Mexico and its assigned team stand ready to go to work for the Lea County and bring a wealth of expertise and resources; but most importantly, will offer a philosophy and attitude of serving as a value added resource and business partner to the Lea County.



## Client Management Team: \*Appropriate Licensing and Resumes attached

## J. Connor Payne, CLCS

Executive Vice President 9 Years of Experience 505-857-2118 cpayne@bbnm.com

Connor joined Brown & Brown in 2012. He serves as the agency principal. He is known throughout the insurance community for his professionalism, integrity, technical understanding of asset protection, liability, risk management, and insurance. Connor works with local, national and international firms. In addition to being licensed for all lines of Property and Casualty Insurance, Connor provides risk analysis, claims management tools, contract review relating to insurance issues, trend analysis, forecasting and benchmarking.

Connor has an extensive list of contacts throughout the insurance industry which allows him to access outside information and expertise. He has an extraordinary ability to gather forces throughout the industry which enables him to be particularly effective. Connor offers a very comprehensive approach to risk management and asset protection. He can serve as an extension of your team/staff as a proactive advocate, counselor, and risk manager to help protect your assets.

Connor also takes community involvement seriously and has helped create a philanthropic culture within the Brown & Brown of New Mexico offices. Through various charitable contributions and providing opportunities for all teammates in New Mexico to physically give back through volunteerism, Brown & Brown of New Mexico is helping improve our communities across the state.

## C. Shane Neal, MBA, CIC, CLCS (Main point of contact)

Senior Vice President 19 Years of Experience 505-857-2152 sneal@bbnm.com

Shane has been an insurance agent since 2002 and joined Brown & Brown in 2014, where he serves as a Producer. He is known throughout the insurance and business community for his technical understanding of insurance and risk management; for his understanding and appreciation of owning and operating a business; and his passion for his work. Shane is licensed in all lines of insurance, to include Property and Casualty, Life & Health, and Variable Products. The Brown and Brown culture promotes continuing education and industry involvement. Shane has earned the CIC designation (Certified Insurance Counselor) and is working toward a CRM (Certified Risk Manager) Designation.

Shane has a master's degree in Business Administration and uses his knowledge and experience to be a better Insurance Agent. Shane uses the ERM (Enterprise Risk Management) approach to Risk Management, diving deep into an entities inner workings and offers a 360 view of risks, and offering solutions for those risks. Insurance is just one method of risk transfer. When necessary Shane has the expertise and contacts to bring in others for the client to consider.



Shane is actively involved in his home community of Bosque Farms, just south of Albuquerque., Shane serves on a number of not-for-profit boards, including his local church's Board since 2007. Shane continually sharpens his skills and grows his circle of influence by serving with NM affinity groups such as ABC NM (Associated Builders & Contractors) where he currently serves on the Membership Committee. Shane believes in family, community and giving back.

Shane decided to carve a niche in Middle Market and Large Construction, Manufacturing and Public Entity and has grown a considerable book of business over his 19-year career. Average premium size of his accounts is \$600,000, and he currently services the larges book of business for BBNM. Shane works with C-Level decision makers and large sophisticated accounts with lots of moving parts. His expertise is identifying and solving complicated insurance issues with his team, carriers and circles of influence.

#### **Janet Ellison**

Senior Commercial Account Executive 33 Years of Experience 505-857-2119 jellison@bbnm.com

Janet has been in the insurance industry over 33 years. Currently she is responsible for renewal retention and customer service of agency Elite Accounts. She serves as the main point of contact for all day to day activity for account servicing. Duties include product marketing, account servicing, including issuing documents, ie: Certificates of Insurance, Auto ID Cards & MVR's. She also assists with claims processing, invoicing, presentation proposals and remarketing of renewal accounts. Works closely with Producer and Risk & Safety Analyst on accounts to promote strong partnerships with clients.

While Janet serves on a team of many Account Executives, her expertise and experience has been servicing large and more sophisticated accounts for more than 20 years. Her accuracy and speed and attention to detail have won many accolades from clients and staff alike over the years. She takes pride in her work and builds lasting relationships with clients and staff.

Janet is a licensed Property and Casualty Insurance Agent and attends yearly continuing education classes in order to maintain her license as well as keep current on trends and changes within the industry.

#### Jennifer Bejarano Risk & Safety Analyst 23 Years of Experience

505-857-2120 ibeiarano@bbnm.com

Jennifer has been in the insurance industry since 1994 and joined the Brown & Brown team in 2017. Throughout her career she has worked for insurance carriers, international brokerages, and local independent insurance agencies. Her experience includes high-level claims adjusting, claims arbitration, large and complex account management, process and procedure development, insurance account marketing, and risk management advisement. In her current role, Jennifer works closely with Brown & Brown services teams, insurance carriers and clients, providing them with valuable risk control and safety tools to enhance or round out their current programs. Jennifer works primarily with sophisticated accounts and acts as administrator for our third-party vendors, which Brown & Brown utilizes for our clients' human resources and benefit support.

Jennifer is a licensed Property & Casualty Insurance Agent. Additionally, she holds several insurance industry designations including an Associates in Risk Management, Certified Insurance Counselor, Construction Risk Insurance Specialist, Casualty Claims Law Specialist and Associate in Claims. She continues to maintain her high level of technical expertise by attending advanced seminars each year that focus on the most current methods of risk assessment, industry changes and analysis of insurance coverage's.

## Vanessa Villegas

Marketing Analyst
24 Years of Experience
505-857-2121
Vanessa Villegas@bbnm.com

Vanessa has been with Brown & Brown of NM since 2017. Vanessa began her career as an insurance rater on the Company side. She later joined the agency side as an Account Executive, where she serviced small to large client accounts. Vanessa's expertise and experience gave her the opportunity to now become a Marketing Analyst. Vanessa works closely with all appointed carriers and negotiates renewal/new business coverages and premiums that is right for our clients. Vanessa also works closely with Producers and Account Executives.



Melissa Bailey Operations Leader/ Marketing Leader 25 Years Experience 505-857-2141 mdiaz@bbnm.com

Melissa has been with Brown & Brown since 2013. Melissa began her insurance career in 1999 as a receptionist and quickly moved up the ranks. After holding various Customer Service and Marketing positions with both a small local agency and a large insurance brokerage firm, she was offered a Marketing position at Brown & Brown. Shortly thereafter, she was promoted to a Marketing Leader and now leads a team of 3 intelligent, motivated & hard-working professionals. During her time in the insurance industry, she has secured many valuable relationships with insurance companies, brokers and many colleagues within and out of the Brown & Brown Insurance network.

Melissa and her team collaborate and work with the Producer, Account Executive and insurance carriers to identify. underwrite, negotiate and finalize risk transfer to the selected market(s). She is a licensed Property and Casualty Insurance Agent and holds both CIC (Certified Insurance Counselor) and CISR (Certified Insurance Service Representative) designations.

#### Jennifer Banuelos

Accounting Manager/Regional Operations Supervisor 25 Years of Experience 602-664-7014 |banuelos@bbnm.com

Jennifer began her accounting/insurance career in 1991 and has been with Brown & Brown, Inc. since 2000. Jennifer is currently responsible for the financial operations in Albuquerque. This includes completion, analysis and reporting of the financial statements, completion of the annual budget and reforecasting, comparative analysis of financial trends, compliance with corporate policies and government agencies, payroll and oversight of all daily accounting operations. Her regional responsibilities include the monthly review and analysis of the financials statement for ten offices to ensure corporate and Sarbanes Oxley compliance as well as the review and analysis of the budget and reforecast submissions for those offices.

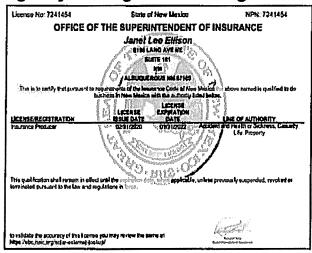
Robert Hughes. Public Entity Broker

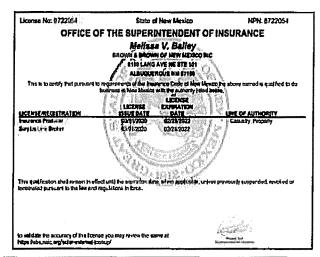
Vice President of Business Development, Apex Insurance 37 Years of Experience 210-887-1064 hughes@apexinsurance.com

Responsibilities include management of San Antonio office, market Apex programs to offices and independent retail agents throughout the country, sales presentations with producers, and develop new programs and pools, secure contracts with carriers specializing in public sector business. Work closely with my underwriters comparing development factors and loss cost analysis. Prepare premium loss summaries, Net Operating Expenditure calculations and other pre-underwriting duties for pools, programs and single risk accounts. Develop pool and program start-up opportunities creating underwriting guidelines, form/coverage document development, review and filing. Create the Legal Interlocal, By-Laws and other pool documents. Set up, monitor and maintain marketing and distribution systems.

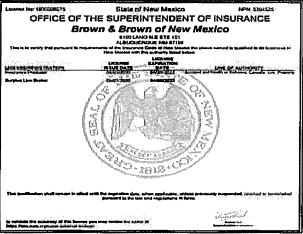


### **Agency and Agent Licensing:**



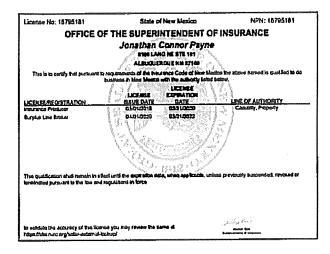


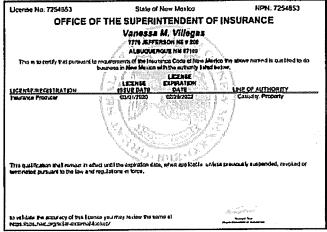


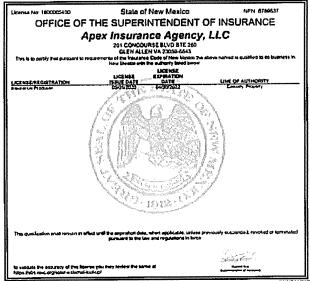


Janet Lee Ellison NM Lic # 7241454 Expires 1/31/22 Christopher S Neal NM Lic #7308037 Expires 8/31/21 Melissa Bailey NM Lic # 8722054 Expires 2/28/22 Brown & Brown of NM, Inc.

Insurance Broker and Surplus Lines Broker NM Lic # 1800006075 Expires 4/30/22









J. Connor Payne NM Lic# 16795181 Vanessa Villegas NM Lic # 7254653 Apex Insurance Agency NM Lic # 1800005400 Jennifer Lea Dickerson Bejarano, NM Lic# 7242964



ACORD®

DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE 1/5/2021 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(les) 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). CONTACT Laurie DeSandre PRODUCER Brown & Brown - Daytona Beach PHDNE (AC, No, Ext): 386-239-7242 E-MAIL ADDRESS: Idesandre@bbdaytona.com FAX (AC, No): 386-239-5729 300 N Beach Street Daytona Beach FL 32114 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: XL Specialty Insurance Company 37885 INSURED BROWN-3 INSURER B: **BROWN & BROWN INC ETAL** P O BOX 2412 INSURER C : **DAYTONA BEACH FL 32115** INSURER D : INSURER E : INSURER F: **CERTIFICATE NUMBER: 2054488053 COVERAGES 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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** \$ PRO-POLICY PRODUCTS - COMP/OP AGG S OTHER: AUTOMOBILELIABILITY COMBINED SINGLE LIMIT ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY BODILY INJURY (Per accident) S NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY \$ UMBRELLA LIAB OCCUR **EACH OCCURRENCE** EXCESSIAR CLAIMS-MADE AGGREGATE RETENTION \$ DED 5 WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Named Insured: Brown & Brown of New Mexico, Inc.

ELU172413-21

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If yes, describe under DESCRIPTION OF OPERATIONS below

INS AGENTS/BROKERS PROF LIAB E&O

CANCELLATION

Brown & Brown of New Mexico, Inc. 8100 Lang Ave NE Suite 101

Albuquerque NM 87109

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

1/1/2021

1/1/2022

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E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

EA WRONGFUL ACT AGGREGRATE

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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# J. Connor Payne

5515 Camino Arbustos NE, Albuquerque, NM 87111
Cell: (505) 385-4690 • cpayne@bbnm.com

### Insurance Professional/Leader

Having spent the nearly nine years with Brown and Brown Insurance I have been afforded opportunities to grow both personally and professionally with the support of the organization. Starting as a Producer I was mentored and guided on the fast track to Leadership becoming the Sales Leader and ultimately the Leader for the three offices here in New Mexico – Albuquerque, Santa Fe and Taos.

Key Competencies
Customer Acquisition
PowerPoint Presentations
Agency Management
Consultative Sales
Budget Planning
Leadership Development
Conflict Resolution

#### Education

### **University Of New Mexico**

BA in Political Science/Economics

#### Volunteerism:

- o -Habitat for Humanity
- o -United Way
- o -Casa Angelica
- o -Joy Junction

#### **Association Involvement:**

- Young Presidents Organization (YPO)
  - Membership Chair 2017-2019
  - Learning Chair 2019-Present
- Home Builders Association of Central New Mexico
  - Various Board positions from 2012-2017
  - Inducted into Associate Hall of Fame 2017
- Tanoan Men's Golf Association
  - Various Board Positions from 2013-Present
  - Board President 2017

#### Work

### Brown & Brown Insurance of New Mexico, Inc. PROFIT CENTER LEADER

Brown and Brown of New Mexico, Inc is comprised of three offices – Albuquerque, Santa Fe and Taos. All of these offices roll up into one P&L that is managed like our own business. Our corporate structure is extremely decentralized which affords us the ability to be agile in the marketplace and change directions rapidly when needed for our clients or carrier partners. Below are some of the duties my role requires:

- Budget Planning
- Organizational Strategy

- o Recruiting
- Mentoring / Coaching
- Sales / Acquisitions

### Brown & Brown Insurance of New Mexico, Inc. SALES LEADER

The Sales Leader position requires dedication to learning the landscape of technical product difference amongst the marketplace. Through Brown and Brown University I was able to access experts across our system who specialize in different coverages such as Management Liability, Environmental Liability, Professional Liability, Workers Compensation and many more. Some of the duties in this role include:

- Recruiting of New Producers
- o Mentoring / Training Producers
- Sales and Retention Strategy
- Developing new value-added services offered by the agency

### Brown & Brown Insurance of New Mexico, Inc. PRODUCER

The Producer role is focused on the acquisition of new clients and retention of those clients. The following are some of the duties required for the Producer role:

- Prospecting of potential clients in and around New Mexico
- Developing relationships with our carrier partners and underwriters
- Learning the Agency Management System

References

Available upon request

#### Resume



C. Shane Neal, MBA, CLCS Senior Vice President Brown & Brown of New Mexico, Inc. 8100 Lange Ave., NE, Suite 101 Albuquerque, NM 87109

Direct: 505.857.2152 or Cell: 505.459.1157

sneal@bbnm.com

	W	ork	H	isto	ry:
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- o 1997—2002 Milestones Photography, Owner Operator
  - Commercial Photography and Lab
- o 2002—2007 Farm Bureau Financial Services, DBA Shane Neal Agency
  - Independent Owner Operator of a Direct Writing Insurance Agency.
- o 2007—2012 Kinney Agency, Inc.
  - Independent Agent, Commercial Insurance & Contract Surety Bonds
- o 2012—2014 Reynolds Insurance, Inc.
  - Independent Agent, Commercial Insurance & Contract Surety Bonds
- o 2014—Present Brown & Brown of New Mexico, Inc.
  - Independent Agent, Commercial Insurance & Contract Surety Bonds
- Education:
  - o 2007 Bachelors of Science, Business Administration National A

National American University

2012 Master's degree, Business Administration

National American University

#### · Highlights:

- CIC Designation (Certified Insurance Counselor, 2019)
- Working towards CRM Designation (Certified Risk Manager)
- Build long term relationships with clients who value insurance products and my expertise.
- Work with middle market size businesses to achieve risk management goals and bonding needs.
   Accounts \$400k to \$5MM in Premium.
- Work with high net-worth clients to achieve personal goals.
- I enjoy what I do and I love helping people and businesses to reach their life and business goals.
- I am currently licensed in multiple states. Available upon request.

Specialties: Bonds & Insurance. As an Independent Insurance Agent, I work with hundreds of insurance companies in the United States and abroad, including many national and regional carriers. I can provide you with insurance tailored to your needs.

I provide Insurance protection customized to your specific situation, Contract surety bonding that enhances your capabilities, Competitive pricing, Commitment to your needs as a customer, The Service You Seek, and regular coverage reviews.

A trusted advisor and independent agent; specializing in the areas of Construction, Public Entity, Manufacturing, Technology, Large Property, Environmental, and Risk Management since 2002.

#### **JANET ELLISON**

116 Doolittle Road Corrales, New Mexico 87048 505-205-4693

QUALIFICATION	NS:	
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- \* 25+ years of insurance industry experience
- \* Excellent customer service skills and reputation
- \* Professional attitude, image & industry recognition

#### **EMPLOYMENT HISTORY:**

#### **Brown & Brown Insurance**

2007 to present

8100 Lang Ave NE, Suite 101, Albuquerque, NM 87109

Commercial Account Manager: Responsible for renewal retention and customer service of large accounts. Duties include product marketing, account servicing, claims processing, invoicing, proposals and remarketing of renewal accounts. Work closely with producers and Risk & Safety analyst on accounts to provide good partnerships with clients.

2003 - 2006

Held a series of Insurance Company Territory Sales Manager roles with Legacy Insurance, Titan Auto Insurance and Unitrin Specialty. Responsibilities included appointment, growth and diversity of the independent agency force throughout New Mexico and El Paso, Texas.

#### **Commercial West Insurance**

1998 - 2003

7800 Marble NE Suite 10, Albuquerque, New Mexico 87110

<u>Insurance Producer / Customer Service Representative</u>: Assess client insurance needs and locate appropriate coverage for both new and established accounts. Oversee claims processing and all account servicing. Provide quality customer service to established and potential commercial clients. Issue renewal quotes and submit proposals on new projects. Licensed in all lines of commercial insurance plus life and health.

#### Downey & Company Insurance

1991 - 1998

2155 Louisiana NE, Albuquerque, New Mexico 87110

<u>Customer Service Representative/Insurance Producer</u>: Responsible for renewal retention and customer service. Duties included product marketing, account servicing, claims processing, invoicing, proposals and collections plus contract reviews. Responsible for new employee training and employee evaluations.

#### MELISSA V. BAILEY 1538 CAMINO CERRITO SE ALBUQUERQUE, NM 87123 505-263-0078 mbailey@bbnm.com

#### Career Profile

Over 20 years experience in the property & casualty insurance industry, specializing in placement of commercial clients in a wide variety of industries, ranging from small to middle market. Works with a large number of standard insurance companies, as well as excess & surplus lines companies and several MGA's and Wholesalers. Developed customer/carrier loyalty and increased customer/carrier satisfaction through strong interpersonal communication skills. Licensed property & casualty insurance agent with CISR and CIC designations.

#### Key Strengths

- Responds flexibly to changing situations
- Capable of delivering quick solutions to challenges
- Capable of handling multiple assignments concurrently
- Critical thinking and problem solving skills
- Results-driven Leader

#### Career History

Operations/Property & Casualty Team Leader, Brown & Brown of NM, Inc., Albuquerque, NM 2019 to Present

- Oversees the day to day operations of the agency and ensures all teammates are compliant with Brown & Brown
  protocols and local and national insurance laws.
- Works with Profit Center Leader in maintaining current carrier appointments and attaining new ones.
- Manages a team of 12 employees in the Middle Market, Small Commercial, Marketing and Personal Lines sectors.

# Marketing Leader, Brown & Brown of NM, Inc., Albuquerque, NM 2013 to 2019

- Managed the placement of new and renewal business over \$2500 in revenue. Corresponded with several insurance carriers for the purpose of securing various insurance coverages for small to middle market commercial accounts, both new business and renewal.
- Worked with Profit Center Leader in maintaining current carrier appointments and attaining new ones.
- Managed a team of 3 and actively assisted in training new Producers

# Senior Account Manager, Aon Risk Insurance Services West, Inc., Albuquerque, NM 2007 to 2013.

- Service, retention and rounding of book of small business, as well as placement of new small business accounts.
- Service and retention of middle market to large accounts, working under an out-of-state Producer and Account Executive.
- Served as primary point of contact for existing client requests such as proposals, policy review and renewal, insurance verification, auto id cards, etc.

# Customer Service Representative/Marketing, Daniels Insurance, Inc., Albuquerque, NM 1999 to 2007.

- Managed and serviced several small to middle market accounts, working under up to four producers.
- Served as primary point of contact for existing client requests such as proposals, policy review and renewal, insurance verification, auto id's, etc.
- Corresponded with several insurance carriers for the purpose of securing various insurance coverages for small to middle market commercial accounts, both new business and renewal.

#### Education

- West Mesa High School, Albuquerque, NM, 1988-1992
- Western New Mexico University, Silver City, NM, 1992-1994
- University of New Mexico, Albuquerque, NM, 1995-1996

#### References furnished upon request

# VANESSA M. VILLEGAS

8100 Lang Ave., NE, Suite 1001 Albuquerque, NM 87109 505-857-2121/505-270-6091

#### **EXPERIENCE**

#### 1997-2000

COMMERCIAL INSURANCE RATER — MOUNTAIN STATES INSURANCE CO — ALBUQUERQUE UNDERWRITER FOR BUSINESS OWNER'S POLICIES, RATED INSURANCE ACCOUNTS. QUALITY CONTROLLED POLICIES

#### 2000-2002

#### **CUSTOMER SERVICE REPRESENTATIVE - BROWN & BROWN OF NM**

Service representative for small business accounts that ranged from \$1,000 to \$10,000 in premium. Responsible for issuing certificates of insurance, processing claims, issuing invoices to clients.

#### 2002-2008

#### Customer Service Representative - Hub International - Albuquerque

Assistant CSR to Middle to large accounts ranging from \$20,000 to \$1MM in premium. Daily service with clients, issuing changes, certificates of insurance and processing claims. Quoted coverages online with our standard carriers.

#### 2008-2017

# Account Manager/Marketing Representative - Berger Briggs Real Estate & Insurance - Albuquerque

Account Manager to middle market accounts ranging from \$15,000 to \$150,000 in premium. Servicing clients on a day to day basis with changes, issuing certificates of insurance, processing claims. Duties also involved marketing accounts.

#### 2017-Current

#### Marketing Analyst - Brown & Brown of NM

Responsibilities of retaining accounts and negotiating coverages and premiums with our appointed carriers for middle market accounts. Responsible to marketing new business and renewal accounts.

#### **EDUCATION**

1997 - West Mesa High School, Albuquerque, NM

PROPERTY & CASUALTY INSURANCE LICENSE

#### **SKILLS**

- Excellent communication skills
- Organization skills

- Knowledge of Insurance industry
- Excellent computer and typing skills

### Jennifer Dickerson Bejarano Solutions Analyst, Risk & Safety

(505) 857-2120 jbejarano@bbnm.com

#### Experience

#### Solutions Analyst, Risk & Safety

Brown & Brown Insurance, Inc., Albuquerque, NM June 2017 – Present

Responsible for the development and implementation of value-add program for large and middle market accounts, claims tracking and analysis, and management of special projects.

- Develop and manage program for qualifying accounts based on client needs and revenue generation for agency.
- Sell, administer and train clients on Resource+ (aka Succeed Risk Management Center), a cloud-based risk management system.
- Perform quarterly reviews, stewardship reports and ad-hoc analysis for clients related to loss control, compliance, training, and claims performance.
- Develop new business and renewal strategy with account teams, assist with presentation of proposals to clients and prospects.
- Assist client operations, Human Resource, and Risk Management staff in developing training and compliance programs, policies and procedures.
- Design, edit and distribute monthly Risk & Safety client newsletter and other deliverables for both internal and external audiences.

#### **Account Executive, Commercial Lines**

HUB International Insurance Services, Albuquerque, NM August 2015- May 2017

Led team that designed, implemented and maintained insurance programs for large and middle market commercial clients.

- Responsible for maintaining and growing book of business consisting of clients from numerous industries including construction, social services, oil and gas, manufacturing, and equipment dealers.
- Named dedicated Account Executive for Oil and Gas Practice Group, working with Practice Leader to develop Practice policies, procedures and goals.
- As member of Employee Development Committee, led subcommittee in creating employee knowledge expert database.

#### Account Manager, Commercial Accounts and Special Projects

Berger Briggs Real Estate & Insurance, Inc., Albuquerque, NM August 2013 – May 2015

Executed strategy and service plans for key clients, developed commercial lines team processes and procedures, configured agency management system and completed special projects.

- Developed service plans for current and potential clients and marketed accounts to carrier partners and brokers.
- Configured Applied Epic agency management system to support established standards, including creating attachment and activity naming protocols.
- Coordinated and conducted the implementation, training and quality review of standards and procedures with service staff.
- Performed carrier form/coverage comparisons and client contract reviews.

#### Associate Account Executive, Commercial Accounts

Aon Risk Insurance Services, Albuquerque, NM January 2009 – May 2013

Responsible for marketing and client service strategies, resolution of client to carrier issues, monitoring market conditions, performing contract review for surety and insurance compliance.

- Managed and developed book of business that generated over \$6,000,000 in premium.
- Conducted internal peer reviews and file audits, reporting to Aon Corporate compliance.
- Completed bi-monthly reviews of agency billed accounts, resolving issues with clients and Aon Premium Accounting. Maintained a 30 day accounts receivables discrepancy of less than 2%.
- Worked with surety markets regarding issuance of bonds, consents and prequalification letters.

#### **Additional Career Experience**

#### **Commercial Claims**

- Over 10 years as a commercial claim representative/adjuster
- Multi-line experience specializing in General Liability and litigation
- Responsible for building agency relationships throughout New Mexico
- Certified as a Master Certified Special Arbitrator for Arbitration Forums, Inc. ruling on subrogation cases.

#### **Industry Education/Professional Certifications**

Associate in Risk Management, The Institutes
OSHA 10, General Industry
Certified Insurance Counselor, The National Alliance
Construction Risk Insurance Specialist, IRMI
Casualty Claims Law Specialist, American Educational Institute
Associate in Claims, The Institutes
Certificate in General Insurance, The Institutes

#### Education

Stephen F. Austin State University, Nacogdoches, Texas Bachelor of Arts, English and Spanish University Scholar Robert Hughes CRM, CSRM, CIC Vice President – Business Development 210-887-1064 hughes@apexinsurance.com

EXPERIENCE Apex Insurance Services, 2000 to present
Responsibilities include management of San Antonio office, market Apex programs to offices and independent retail agents throughout the country, sales presentations with producers, and develop new programs and pools, secure contracts with carriers specializing in public sector business.
Work closely with my underwriters comparing development factors and loss cost analysis. Prepare premium loss summaries, Net Operating Expenditure calculations and other pre-underwriting duties for pools, programs and single risk accounts.
Develop pool and program start-up opportunities creating underwriting guidelines, form/coverage document development, review and filing. Create the Legal Interlocal, By-Laws and other pool documents. Set up, monitor and maintain marketing and distribution systems.
Maintain and update Apex database of producers, providers, insureds and prospects. Apex has several thousand x-dates in our system with historical data to assist marketing efforts and campaigns. Responsible for producer licensing updates and carrier contracts.
U.S. Risk Brokers, 1996 to 2000 Branch Manager / Broker Responsibilities include administrative operation of branch office, underwriting, marketing of national pubic entity programs, new business development with retail agents.
Titan Insurance Company, 1992-1996 National Sales Manager Responsibilities include managing 27 State Managers and home office marketing staff, new and renewal business planning and production in 44 states reaching \$54,000,000 in 1996, sales presentations with agents for large national accounts and association programs.
FWF Insurance Agency, 1984-1992 Public Entity Producer Responsibilities include production of new business, with primary concentration in Public Entity class, producing over \$5,000,000 in premium. Top producer 1988-1992
University of Pittsburgh, Bachelor of Arts degrees in Economics and Political Science, minor in History.
PROFESSIONAL  Designations include (CRM) Certified Risk Manager, (CSRM) Certified School Risk Manager. (CIC) Certified Insurance  Counselor. Former Elected County Official (PA).
ACHIEVEMENTS Texas General Lines Insurance License, Texas Surplus Lines Insurance License, Texas Risk Manager License
AREAS OF EXPERTISE Public entity and School insurance placement including First Dollar, Pool, Program, Specialty Coverage and Single Risk SIR.
PUBLICATIONS Contributor to: The Insurance Journal and Crittenden Newsletter

\*\*\* The following pages are NOT included in the 40 page maximum limit. \*\*\*

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# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

IJ	
	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
of interest and the second	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.
and the second s	"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.
160.8	

fo	Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set rth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or usiness qualifies for a sole source or a small purchase contract.
"F	Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.
Jo Sh (C	name(s) of Applicable Public Official(s) if any: Board of County Commissioners: Rebecca Long. Dean Jackson, nathan Scna, Gary Eidson, Pat Sims; Assessor Sharla Kennedy: Clerk Keith Manes: Treasurer Susan Marinovich; neriff Corey Helton.  ompleted by State Agency or Local Public Body)
D	ISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:
Co	ontribution Made By:
Re	elation to Prospective Contractor:
	ate Contribution(s) Made:
Ar	nount(s) of Contribution(s)
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Pu	rpose of Contribution(s)
(A	ttach extra pages if necessary)
Sig	gnature Date
Tit	le (position)
-0	DR—
	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)  END MADE to an applicable public official by me, a family member or representative.
(	2/10/21
Sig	pature
	FUP

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14	
1 0	Veterans / Resident Preference Certification
CONNOR ANNS	(NAME OF CONTRACTOR) hereby certifies the following in regard
	rans' preference to this procurement:
Check one box only:	
Veteran Resident Businesses	s:
I declare under penalty of pe less than \$1M allowing me the	rjury that my business prior year revenue starting January 1 ending December 31 e 10% preference discount on this solicitation. I understand that knowingly giving about this fact constitutes a crime.
more than \$1M but less than \$	rjury that my business prior year revenue starting January 1 ending December 31 \$5M allowing me the 8% preference discount on this bid or proposal. I understar isleading information about this fact constitutes a crime.
more than poly allowing me the	rjury that my business prior year revenue starting January 1 ending December 31 a 7% preference discount on this bid or proposal. I understand that knowingly givin about this fact constitutes a crime.
Resident Businesses:	
I declare under penalty of p	perjury that my business is a New Mexico resident business allowing me the 50 d or proposal. I understand that knowingly giving false or misleading informatione.
"I agree to submit a report, or declaring under penalty of perju 31, the following to be true and a	r reports, to the State Purchasing Division of the General Services Department reports, to the State Purchasing Division of the General Services Department reports and the Isst calendar year starting January 1 and ending on December accurate:
Business Preference/Resident when awarded a contract whic State's Division of the General	rement and the requirements of this business' application for a Resident Veteral Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978 the was on the basis of having such veterans preference, I agree to report to the Services Department the awarded amount involved. I will indicate in the report the form a public body or as a public works contract form a public body as the case
'I understand that knowingly givi	ing false or misleading information on this report constitutes a crime."
I declare under penalty of perjuitalse or misleading statements a	ry that this statement is true to the best of my knowledge. I understand that giving about material fact regarding this matter constitutes a crime.
Resident Business/Veteran Bu	usiness Certificate Number:
1/2	
0	2/10/21
(Signature of Business Representat Must be an authorized signatory	tive)* (Date)
The representations made in c subject to protest and may resu are proven to be incorrect.	thecking the boxes constitutes a material representation by the business that is the denial of an award or un-award of the procurement involved if the statements
*** A COPY of a valid New Me	exico Resident Business or New Mexico Resident Business Certificate The most 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.

C. Shane Neal, Senior Vice President

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

# NON-COLLUSION AFFIDAVIT

	ization) BROWN & BROWN INSURANCE OF NEW MEDICO, 1
who sub	
	nits herewith to the County of Lea, a proposal:
That all s	tatements 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,
organiza	ion or corporation;
That said	bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce ac
prejudici	ol to the interest of the County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,
That prio	r to the public opening and reading or proposal, said bidder:
1.	Did not discrete as indicate, induce as solicit account of a to solve to 6 to a solve to 6 to
2.	Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal  Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone
	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
	or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost elements
	their proposal price, or of that of anyone else:
4.	their proposal price, or of that of anyone else;  Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or div
4.	Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divinformation or data relative thereto, to any corporation, partnership, company, association organization,
4.	Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divinformation or data relative thereto, to any corporation, partnership, company, association organization, depository or to any member or agent thereof, or to any individual of group of individuals, except that Count
4.	Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divinformation or data relative thereto, to any corporation, partnership, company, association organization, depository or to any member or agent thereof, or to any individual of group of individuals, except that Count Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business
4.	Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divinformation or data relative thereto, to any corporation, partnership, company, association organization, depository or to any member or agent thereof, or to any individual of group of individuals, except that Count Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business
4.	Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divinformation or data relative thereto, to any corporation, partnership, company, association organization, depository or to any member or agent thereof, or to any individual of group of individuals, except that Count Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his busines  By:  CONNON PAYNE
4.	Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or dividendation or data relative thereto, to any corporation, partnership, company, association organization, depository or to any member or agent thereof, or to any individual of group of individuals, except that Count Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.
	Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divinformation or data relative thereto, to any corporation, partnership, company, association organization, depository or to any member or agent thereof, or to any individual of group of individuals, except that Count Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.  By:
	Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or dividendation or data relative thereto, to any corporation, partnership, company, association organization, depository or to any member or agent thereof, or to any individual of group of individuals, except that Count Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.  By:    CONNON PAYNE
	Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or dividendation or data relative thereto, to any corporation, partnership, company, association organization, depository or to any member or agent thereof, or to any individual of group of individuals, except that Count Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.  By:    CONNON PAYNE

A STATE OF THE STA	l Party Disc	osure Forn	1
Are you indebted to or have a receivable from officials, administration officials, department head		nagement su	
2. Are you, or any officer of your company relate county officials, administration officials, department	ent heads, key	managemen	supervisors of the County of Le
have you had any of the following transactions sin Sales, Purchase or leasing of property? Receiving, furnishing of goods, services	Yes —	No No	en Lea County was, is to be, a pa
or facilities? Commissions or royalty payments	Ξ	V	
3. Does any member of the Board of County Com department heads, key management supervisors w whether a sole proprietorship, partnership, or corp of Lea?	ith the County	of Lea, have	any financial interest in your co
4. At any time from January 2014 through the pres nterest in or signature authority over a bank accou Commissioners; elected county officials, administ he County of Lea?	nt for the ben	efit of a men	ber of the Board of County
		. 140	



Finance Department 100 North Main, Suite 11 Lovington, NM 88260 Phone: (575) 396-8521 Fax: (575) 396-5684 e-mail: kmclaughlin@leacounty.net

#### ADDENDUM ONE LEGAL NOTICE OF REQUEST FOR PROPOSALS

#### INSURANCE BROKER LEA COUNTY

PROPOSAL #01 - (20-21) DUE DATE: FEBRUARY 15, 2021 - 2:00 P.M.

#### POSTED TO WEBSITE: JAN. 26, 2021

The following information is hereby made part of this Request for Proposals:

Changes to original Request for Proposals packet:

PAGE 3 1st Line

Deleted: "lines of coverage"

Inserted: "Insurance Broker Services"

PAGE 8 1st Paragraph Deleted: Paragraph's final sentence, beginning "Cost will be included as one..."

(No replacement wording.)

Original RFP posted to Lea County's website has been updated with these changes.

All other items remain the same.

This signed addendum must accompany your offer.

Signatyre

Date

2/10/21

Printed Name

WH & BROWN INSVEANCE



Finance Department 100 North Main, Suite 11 Lovington, NM 88260

Alle

Phone: (575) 396-8521 Fax: (575) 396-5684

e-mail: kmclaughlin@leacounty.net

### ADDENDUM TWO LEGAL NOTICE OF REQUEST FOR PROPOSALS

INSURANCE BROKER LEA COUNTY PROPOSAL #01 - (20-21)

CHANGED DUE DATE TO: FEBRUARY 16, 2021 - 2:00 P.M.

> POSTED TO WEBSITE: FEB. 2, 2021

The following items are hereby made part of this Request for Proposals:

■ Due to a holiday on February 15, 2021, the Due Date of this Proposal has been changed to FEBRUARY 16, 2021.

Although it will be a duty of the insurance broker to evaluate and advise the county on its need for types of insurance, the current policies may include but are not limited to general liability, law enforcement, management liability, employee benefits, employment related practices, liquor liability, inland marine property, business automobile, umbrella, cyber liability, identity fraud, airport liability, and aircraft.

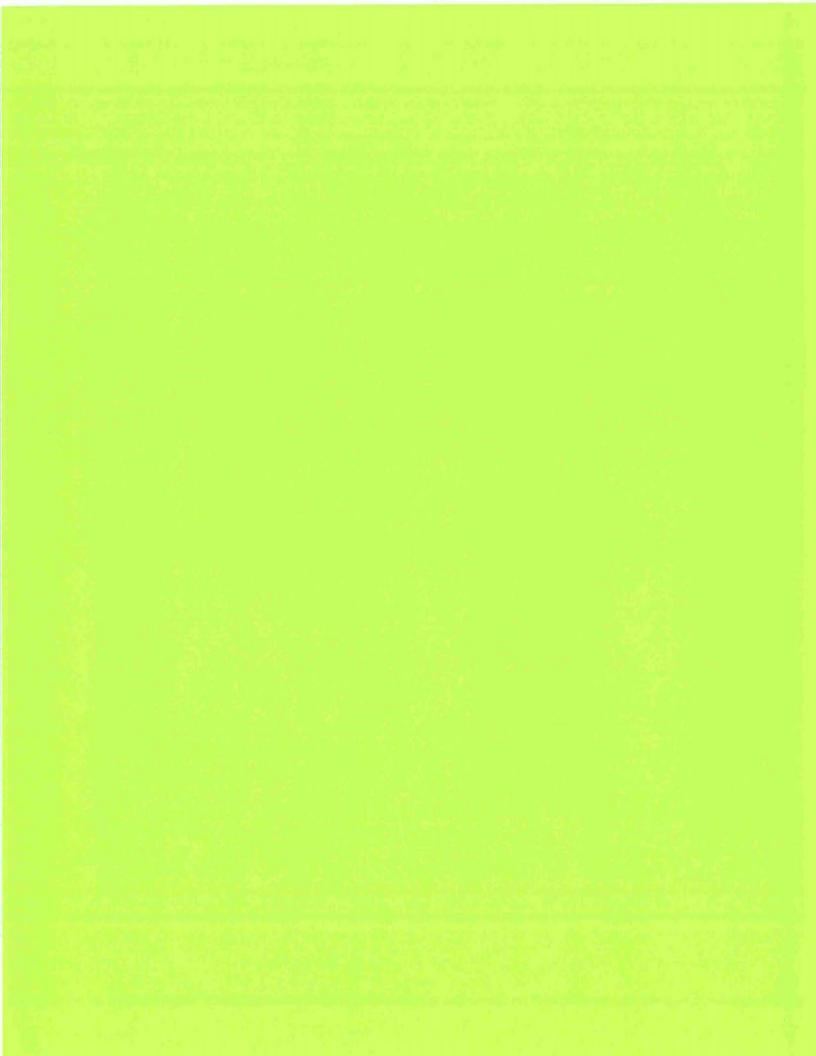
All other items remain the same. This signed addendum must accompany your offer.

Signature .

Date

Drinted Name

FROWN & BROWN INSVRANCE COMPANY OF NEW MEXICO, INC.





## **LEA COUNTY - REQUEST FOR PROPOSAL**

# INSURANCE BROKER PROPOSAL #01 – (20-21)

FEBRUARY 16, 2021



PRESENTED BY
DANIELS INSURANCE AGENCY, INC.
300 N LINAM



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#### Who WE ARE

Daniels Insurance, Inc., founded in 1937, proudly serves New Mexicans as one of the largest independent, full service insurance agencies in the State. For over seven decades, our three offices in Hobbs, Albuquerque and Santa Fe have been 100% New Mexican owned, serving New Mexico people, businesses, and government.

The experience of our firm is extensive in the handling of commercial accounts in the areas of comprehensive property for both public and private entities with specialization in heavy casualty and large, complex risks. Over the years we have obtained coverages and provided service for many large accounts that have been difficult to place and have required customized coverage and high limits of liability.

Being selected as the sole Assurex Partner in New Mexico, Daniels Insurance is a robust member of the world's largest privately held insurance, risk management, and employee benefits brokerage group. Assurex combines local expertise and global reach helps our clients navigate the changing insurance landscape with confidence. Assurex Global marshals the expertise of the best independent insurance brokers on six continents.

Daniels Insurance is both your local Assurex Global partner and your corporate neighbor, committed to helping you prudently manage your risks.

#### **OUR LOCATIONS**

- Albuquerque, NM
   320 Gold SW., Suite 700
   Albuquerque, NM 87102
   505.766.9676 Phone
   505.766.9679 Fax
- Santa Fe, NM
   805 St. Michaels Drive
   Santa Fe, NM 87502
   505.982.4301 Phone
   505.989.9186 Fax
   800.815.2183 Toll Free

Hobbs, NM
 300 North Linam
 Hobbs, NM 88241
 575.393.5191 Phone
 575.397.4762 Fax
 800.530.8885 Toll Free

Daniels Insurance Agency, Inc. PO BOX 1258 HOBBS NM 88241

License No: 1800002956

#### State of New Mexico

NPN: 3386159

# OFFICE OF THE SUPERINTENDENT OF INSURANCE

### Daniels Insurance Agency, Inc.

300 N LINAM HOBBS NM 88240

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 EXPIRATION EXPIRATION ISSUE DATE DATE LINE OF AUTHORITY
Insurance Producer 03/01/2020 02/28/2022 Accident and Health or Sickness, Casually, Life, Property, Variable Life and Variable Annuity

Surplus Line Broker 03/01/2020 02/28/2022



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/

Russell Tool

#### WESTPORT INSURANCE CORPORATION

Policy Number:

WED4NM012046100

Renewal of Policy:

NEW

#### INSURANCE INDUSTRY PROFESSIONAL LIABILITY COVERAGE FOR INSURANCE AGENCIES

#### DECLARATIONS

#### THIS IS A CLAIMS MADE POLICY. PLEASE READ CAREFULLY,

NAMED INSURED: Daniels Insurance Agency, Inc

> Address: PO Box 1258 Hobbs, NM 88240

POLICY PERIOD: From 12:01 A.M. October 31, 2020 Local time at the address stated herein

To 12:01 A.M. October 31, 2021

C. POLICY Limits of Liability:

\$10,000,000

Per CLAIM

\$10,000,000

Aggregate for the POLICY PERIOD

Sublimit of Liability for BREACH OF PERSONAL DATA:

NO COVERAGE

Per CLAIM

NO COVERAGE

Aggregate for the POLICY PERIOD

D. DEDUCTIBLE:

\$ 100,000

\$ 300,000

Aggregate for the POLICY PERIOD

E. Premium:

\*Experience Credit Applied
\*Risk Management Credit Applied

F. RETROACTIVE DATE:

Full Prior Acts

Total Premium:

SP 4 604 O 1215

Page 1 of 2

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Insured Copy

### 1.2.3 TECHNICAL COMPETENCE - PERSONNEL

Our approach to servicing your insurance account is based on our long-standing relationship with Lea County and other past and current public entity accounts. The long-standing working relationship between Daniels Insurance Agency and Lea County makes us strictly superior to other brokers and allows us to provide the exceptional service you are expecting. This type of association permits us to acquire the information needed to market, obtain proper coverage, recommend any coverage changes and to meet the unusual insurance needs necessary for Lea County Board of Commissioners. Meeting specifically with the risk management staff and each department allows us to efficiently utilize everyone's valuable time and gain insight into understanding the overall needs of Lea County. As we spend countless hours accumulating necessary information and applications requested by insurance carriers Daniel's staff is readily available to meet on short notice for any concerns Lea County might have.

Our tiered-team approach described in this RFP provides Daniels Insurance with both accountability and flexibility to professionally service Lea County's insurance needs. Due to Lea County's various types of losses and need for complex insurance coverages a seasoned insurance professional is essential. Daniels Insurance team will be led by team leader and primary contact Guy Kesner. Next team member is Brad Caress. Brad will be working with Guy to provide daily support on insurance coverages and technical issues. Our customer service team members are Eva Kesner and Shannon Rice. Claim liaisons will be Guy and Eva. Vivian Lilley is Daniels Insurance marketing manager and will assist in acquiring proper insurance coverage. Our team is rounded out by David Tinley and Michael Latting who will be consulting on coverage forms and claims. If any of these team members are unavailable Daniel's has other well-informed team

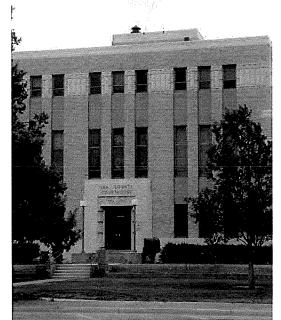
members that can assist you. We believe our service team has the knowledge and experience Lea County desires and demands.

One of our greatest assets is our relationship with Assurex Global Partners. Assurex Global Partners is a select group of outstanding independent insurance agencies in the country and Daniels Insurance was the only agency in the state of New Mexico to be selected to join them. Our partnership with Assurex helps us identify and secure markets. This gives us immense flexibility to place risks with the best markets available.

Daniels Insurance is partnered with Nexsure for the agency's management software. Nexsure's platform is web hosted and provides necessary security to Lea County and other client information. One of the great things with Nexsure is it also allows our service team remote access to aid you if needed in any emergency.

Daniels Insurance Agency continues to strive on building long-term relationships with our clients. To maintain

these types of relationships Daniels continues to provide our knowledge to the types of risk our clients are exposed to along with providing a solution to their exposures. The combined business relationships between Daniels and these entities total 233 years. The Lea County Board of Commissioners and Daniels Insurance Agency alone have built a strong business relationship of



over forty-eight years. It is these types of relationships that continue to allow Daniels Insurance Agency to be one of the most successful agencies in the State of New Mexico.

#### 1.2.4 Technical Competence - Past Experience & Meeting Schedules

This year Daniels Insurance, Inc. is celebrating its 84th anniversary as an independent insurance agency in Hobbs, New Mexico. We are proud to be part of this community and the services we provide to our area. Daniels has a long tradition of serving our community with integrity and enthusiasm. Each year we continue to look forward to our ongoing promise to service our community and others.

Your Daniels Insurance, Inc. team has more than 133 years combined experience in obtaining property, casualty, workers compensation and other coverages specific to public entities. Below we have provided a list of past and current public entities that we have a long running history with:

City of Hobbs

Santa Fe County

City of Espanola

Lea County City of Eunice Rio Arriba County Town of Cochiti Lake

**Buckman Direct Diversion Board** 

City of Santa Fe

Village of Taos Ski Valley

Region 3 Drug Enforcement Task Force

Northern Regional Housing Authority

State of New Mexico City of Espanola Housing Authority Otero County

City of Albuquerque

Espanola / Rio Arriba E-911

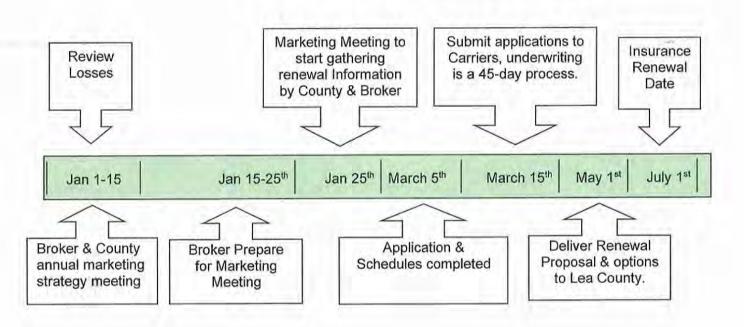
Eldorado Area Water & Sanitation District

North Ranchos De Placitas Water & Sanitation Authority

6

Based on your request for a proposal and request to have all renewal proposals 60 days prior to the July 1st renewal date we believe a timeline must be developed and followed to allow sufficient time for processing all required documents and requests from underwriting and insured. Below is an example of a detailed timeline that can be implemented; however, it will only be effective if each partner follows it. The primary tasks that need to be coordinated between the County and broker/agent are claim review, completion of insurance applications and verifying property, auto and equipment schedules.

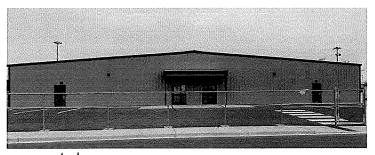
### Lea County Renewal Timeline



### 1.2.5 CAPACITY AND CAPABILITY - PERFORM REQUIRED WORK

We believe it is imperative for Lea County to fully understand what they can expect from Daniels Insurance, Inc. as their primary property and casualty broker. We agree to provide Lea County with the following services:

- Provide Lea County quarterly loss runs/claims history on each line of coverage with claims activity. These statements will be reviewed by Daniels Insurance and Lea County staff for accuracy. A claim review with company representatives will be coordinated annually to evaluate trends and compare benchmarks if there is claims activity. We will contact the insurance carrier(s) to correct any irregularities and to discuss claims status, reserves and settlement strategies.
- Coordinate Meetings with designated County personnel in the preparation of the application process and marketing strategy.
- Manage, coordinate, and secure necessary underwriting information for the marketing efforts. We traditionally contact these departments to secure data for underwriting:
  - Legal Department Risk Management
  - o Human Resources Department
  - o IT Department
  - Sheriff Department
  - o Lea County Communication Authority
  - o Detention Center
  - o Public Works Airports
  - Finance Department
    - Asset Manager
- Analyze proposals and coverage forms received from insurance companies. Provide recommendations to Lea County for preferred company and coverage(s). Prior to presenting our proposal, we will review policies for accuracy and



- adherence to the specifications requested.
- Recommend a reasonable minimum A.M. Best rating for insurance companies selected. Although our internal standards require a B+ VII rating the county has unique exposures and liabilities that imply a higher standard is appropriate. We would therefore not seek any companies without prior approval of Lea County less than an A- VIII rating. An A-rating is assigned by A.M. Best to companies that have, in their opinion, an excellent ability to meet their ongoing obligations to policyholders. A financial size category of VIII corresponds to a policyholder's surplus of \$100 to \$250 million.
- Meet with the County Manager and/or his designee to present and explain our insurance proposal as designated. Daniels representatives will be constantly available for fact finding and pricing conferences. We will explain the coverage and exclusions contained within the policies, as necessary.

- Obtain all insurance policies from the insurance companies providing coverage for each line of insurance that Lea County selects. Upon receipt of policies, we will review each one individually for accuracy making any necessary corrections and deliver each policy to the person or persons directed to receive the policies.
- Upon request or annually, we will provide a schedule of coverages to include, but not limited to, coverage limits and deductibles/S.I.R.'s, the ratings of the companies, the annual premium for each coverage, explanation of each coverage and expiration dates of each policy.
- Provide a renewal proposal 60 days prior to the insurance policies expiration date.
   Daniels will negotiate the most favorable terms offered by the individual companies providing coverage.

The services provided will be within the scope of our agent/broker's license as described by the State of New Mexico. Our team is available on short notice for any discussion or questions the County may have.

#### 1,2.5 CAPACITY AND CAPABILITY - SPECIALIZED SERVICES

Our ability to provide broker/agent services to Lea County does not end with the items previously listed. Your primary contact, Guy Kesner, and his assistant also offer specialized services that Lea County currently utilizes, such as developed spreadsheets detailing Lea County's automobiles, property, and equipment. These spreadsheets help benefit Lea County during the underwriting process and assist the county on its fleet and asset management. We can arrange an annual PowerPoint presentation with the county commissioners and staff detailing any claim history, premiums, and exposures. A detailed bill is provided showing premiums and exposures for the Lea County Communications Authority and the Lea County Drug Task Force assisting the County's finance department in the appropriate allocation of premium expenses.

#### Risk Control and Claim Management Services:

- Risk control Can be managed with a process Daniels has adopted called DII "360 Degree." This risk management process has a broad objective that can be changed to meet your needs. A sampling of risk management activities is noted below in Exhibit A. Please note, with our vast understating of Lea County's buildings and operations we could eliminate step 1. Indeed, most of these activities are the responsibility of DII and your Insurers. Training time, venue and modality will be determined by Lea County's management and will not be invasive. This team annual plan will follow pre-agreed scheduling and instruction time. It will be designed to prioritize and space out resources. In addition, there will be a stewardship report completed mid-term each year to monitor the progress of the risk management plan, as well as other objectives that arose and were addressed as HMS and DII become familiar with each other in this vital service relationship.
- Claims Management We pride ourselves in a proactive, not reactive claims handling approach. When the risk control process fails and a claim occurs, we prefer to take initial call and reporting of that claim. Claims closure or status calls are encouraged on problematic, suspect, or severe claims and can be initiated as requested and agreed to by either party.

#### 1.2.5 CAPACITY AND CAPABILITY - EXPERIENCE AND RESUMES

#### **Your Daniels Team**

The Daniels' Team is ready to assist you with your insurance needs. Our 133 years of experience in public entity accounts demonstrates our capabilities. Your team has been providing insurance services for over 206 years. The individuals listed below have 126 years with Daniels Insurance, which should validate our commitment to you through our stability. Resumes are attached to confirm our competence.

#### Senior Account Executive - Team Leader

Guy Kesner -300 N Linam, Hobbs NM 88240

Experience Providing Insurance Services: 27 Years

Experience Providing Insurance Services for Public Entities: 15 years

#### Senior Customer Service Representative – Administrative and Policy Services Duties

Eva Kesner - 300 N Linam, Hobbs NM 88240

Experience Providing Insurance Services: 22 Years

Experience Providing Insurance Services for Public Entities: 17 years

#### **Senior Account Executive**

Brad Caress - 300 N Linam, Hobbs NM 88240

Experience Providing Insurance Services: 40 Years

Experience Providing Insurance Services for Public Entities: 26 years

#### **Commercial Lines Manager**

Shannon Rice - 300 N Linam, Hobbs NM 88240

Experience Providing Insurance Services: 26 Years

Experience Providing Insurance Services for Public Entities: 25 years

#### **Marketing Manager and Account Executive**

Vivian L Lilley - 320 Gold Avenue SW, suite 700 Albuquerque, NM 87102

Experience Providing Insurance Services: 36 Years

Experience Providing Insurance Services for Public Entities: 22 years

#### **President & Chief Executive Officer**

David M. Tinley- 320 Gold Avenue SW, suite 700 Albuquerque, NM 87102

Experience Providing Insurance Services: 33 Years

Experience Providing Insurance Services for Public Entities: 17 years

#### Vice President - Branch Manager

Michael Latting- 805 St. Michaels Drive Santa Fe. NM 87502

Experience Providing Insurance Services: 22 Years

Experience Providing Insurance Services for Public Entities: 11 years

# Guy G. Kesner - Senior Account Executive

Experience: Daniels Insurance Agency Inc. 2006 - present

Farmers Insurance Group 1989 -2001

**Qualifications:** Guy Kesner has been a licensed property casualty and life insurance agent in the State of New Mexico for 27 years. He owned an agency in Hobbs during which time he was responsible for placing coverage, customer service, claims services and risk management. Since joining Daniels Insurance, Inc. as an account executive in 2006, Guy has had the opportunity to market and service Public Entity accounts including the County of Lea for the past fifteen years.

Education: 1984 – Hobbs High School

1988 - Bachelor's in Business Administration - New Mexico State University

Designations:

Life Underwriters Training Council

Certified, Law Enforcement Liability Insurance

Client Experience: County of Lea

County of Lea City of Hobbs

City of Eunice

Organizations:

Planning Board for City of Hobbs

Past Board Chairman - New Mexico Junior College

Past Treasurer - United Way of Lea County Past Lea County Planning & Zoning Board Guy Kesner services these public entity accounts with coverage detailed below.

#### City of Hobbs, Mrs. Ann Betzen

Phone (575) 397-9206 58 year Business Relationship with Daniels Insurance Agency Inc.

General Liability
Property / Inland Marine
Law Enforcement Liability
Public Entity Management Liability
Employment Practices Liability
Commercial Auto
Crime
Surety
Excess Liability
Cyber Liability

#### City of Eunice, Ms. Candy Brito

Phone (575) 394-2576 37 year Business Relationship

General Liability
Property / Inland Marine
Law Enforcement Liability
Commercial Auto
Crime
Excess Liability

#### County of Lea, John Caldwell

Phone (575) 396-8604 48 year Business Relationship

General Liability
Cyber Liability
Property / Inland Marine
Law Enforcement Liability
Public Entity Management Liability
Employment Practices Liability
Commercial Auto
Crime
Surety
Excess Liability

### Eva Kesner - Senior Customer Service Representative

Experience: Daniels Insurance, Inc. 2004 - present

**Qualifications:** Eva Kesner has been with Daniels Insurance, Inc. since 2004. Eva worked for Farmers Insurance a total of 5 years prior to coming to work for Daniels. Her current responsibilities include marketing, placement, and service of commercial accounts of all sizes.

Designations: Solicitor's License Issued by the State of NM

Client Experience: Municipalities

Law Enforcement Liability
Public Official's Liability

**Employment Practices Liability** 

Large Property/Casualty
Other Professional Liability

**Bonds** 

Workers' Compensation

### Brad A. Caress - Senior Account Executive

Experience: Daniels Insurance, Inc. 1986 - 1991 and 1996 - present

**Qualifications:** Brad Caress has been a licensed property casualty insurance agent in the State of New Mexico for 40 years. During this time Brad has worked for several agencies in Albuquerque and Hobbs as an account executive. He joined Daniels Insurance, Inc. in 1986 as a marketing representative and has been an account executive with the agency since 1995.

Education: United States Air Force Academy

University of New Mexico

**Designations:** Certified Insurance Counselor

General Insurance Certificate

Certified, Law Enforcement Liability Insurance

Client Experience: City of Hobbs – 26 years

New Mexico Junior College - 18 years University of the Southwest – 18 years

Organizations: Habitat for Humanity – Board of Directors

American Red Cross - Board

University of the Southwest – Board of Trustees

## Shannon L Rice - Commercial Lines Manager

Experience: Daniels Insurance Inc. 1994 - Present

Qualifications: Shannon L Rice has been with Daniels Insurance Agency, Inc. since 1994. Shannon is the Commercial Insurance Manager for the Hobbs office. She is responsible for procedures compliance, quality control – to include internal auditing of accounts and the training of all Commercial Customer Service Representatives and other insurance support staff. She serves as a mid to large account customer service representative supporting multiple agents and is responsible for sales and service of small commercial and personal insurance and account marketing.

Designations: Accredited Customer Service Representative

Agents License by the State of New Mexico

**Client Experience:** Municipalities

Law Enforcement Liability
Public Official's Liability
Employment Practices Liability

Employment Practices Liability
Large Property/Casualty
Other Professional Liability

Bonds

Workers' Compensation Director's & Officer's Liability

**Large Contractors** 

# Vivian L Lilley- Marketing Manager and Account Executive

Experience: Daniels Insurance, Inc. 2019 – present

Hub International Insurance 2003 -2019

Talbot Insurance Inc. 1999-2003

Rogers and Belding Agency 1990 -1999 Pineda-Rodehaver Agency 1990-1999 D.C Crowell Agency 1985-1990

Qualifications: Vivian started her insurance career in 1985 in El Paso Texas. She has been working with a mass variety of risks including but not limited to: Municipalities, Tribal entities, Water Treatment Plants, Electric Cooperatives, Health organizations, Construction, manufacturing, and various others. Vivian has been in a marketing and AE position since 1990 so she keeps abreast of the special coverages and risk needs that each risk needs. Because of this skill she has forged great relationships with company Underwriters and clients.

Prior to leaving EL Paso Texas in 1999 to move to Albuquerque, NM, she was Vice President of The Insurance Women of El Paso where she not only made some lifelong friends but was able to discuss and learn how other agencies and companies work.

As an Account Executive Vivian supports her clients with their commercial insurance and risk management needs, which is very important to her. She has attended many trainings throughout her 36 years in the business which resulted in her obtaining many designations in the insurance field. Her experience and determination are beneficial in helping fulfill her client's needs. In additional Vivian is bilingual (English/Spanish).

Education: El Paso Community College

**Designations:** Certified Insurance Counselor

Associate of Insurance Services Certificate in General Insurance Accredited Customer Service Rep.

Municipality

**Experience:** City of Socorro

City of Belen
City of Las Lunas
Bosque Farms
Pueblo of Acoma
Pueblo of Tesuque
Santo Domingo Pueblo

Organizations: Albuquerque Hispano Chamber of Commerce-Member

### David M. Tinley - President & Chief Executive Officer

**Experience:** 1988 – Present - Daniels Insurance Inc.

**Qualifications:** David started win Daniels Insurance Agency, Inc. in Santa Fe office 1989 – 1992 personal insurance department manager. Albuquerque office 1992 – present – branch manager. President & CEO – 2016 – present. Assurex Global representative. Have worked with many large complex accounts, many generating millions of premiums, including municipalities, manufacturers, contractors, and energy accounts. Responsible for the Albuquerque office and the overall management of Daniels Insurance Agency, Inc.

Assurex Global representative of Daniels Insurance at partners meeting. We share successes, failures, best practices, strategies, ideas for customer satisfaction and risk management excellence.

**Education:** 

1983 - Hobbs High School

1987 – B.B.A. – Finance – University of Notre Dame.

1989 – Aetna Insurance 5-week home office insurance school – Valedictorian.

1990 – St. Paul Insurance home office school.

Municipality

Experience:

City of Albuquerque

Santa Fe County

Organizations:

Albuquerque Chamber of Commerce Board Member – 2008-2012

Member Albuquerque Economic Forum – 2000 – Present.

Served on City of Albuquerque Request for Proposal committee to select

outside claims adjusting firm.

Served on Agent's panels for various companies, i.e. - CNA, Kemper,

Affiliated FM Global

### Michael S. Latting - Vice President

Experience: Federated Insurance 1999-2004 Agent

Golden Pacific Insurance Services 2004-2006 Agent

Insurance Exchange 2006-2010 Agent HUB International, 2010-2016 Vice President

Daniels Insurance Inc., 2018-Present Vice President

**Qualifications:** Michael Latting has been a licensed property & casualty agent in the State of New Mexico for 17 years. During this time, he worked for insurance brokerage firms in both Albuquerque & Santa Fe as a producing agent and risk manager. Michael joined the Daniels insurance team in 2018 and has over 22 years of risk management experience.

Education:

University of California, Santa Barbara

Designations:

Certified Workers Compensation Advisor

Client Experience: County of Otero

County of Rio Arriba
County of Santa Fe

North Ranchos De Placitas Water & Sanitation Authority

Eldorado Area Water & Sanitation District Northern Regional Housing Authority

Town of Cochiti Lake
Buckman Direct Diversion

Organizations:

Santa Fe Area Homebuilders Association, Executive Board Member

Santa Fe Chamber of Commerce Public Policy Committee

Casa Esperanza House of Hope Immediate past president and board

member

### 1.2.5 Capacity and Capability - Insurance Markets

Daniels Insurance, Inc. has demonstrated the ability to foster long-term relationships with numerous insurance carriers such as The Hartford since 1938, Fireman's Fund Insurance since 1960, Travelers Insurance since 1973, Berkshire Hathaway Inc. since 1992, Intact Financial Corp. (OneBeacon Insurance) since 2008 and many others. Since public entity's risk management needs are vast and ever changing, an insured's broker/agent must be flexible. Daniels represents hundreds of insurance companies. Several of these carries are list below and most can offer some coverage lines that Lea County might need during the coverage placement process. Insurance carriers have individual appetites, so having access to numerous carriers allows us to access the appropriate insurance companies that will meet the County's exposures.

Within the last 60-days, Daniels Insurance participated in a public entity market analysis with our Assurex partners. This analysis was about identifying what insurance carriers are offering coverage for public entity's insurance. The Brokers involved in this Assurex report insure 434 public entity accounts. The average years engaged in public entity sector insurance was 30 years for the participating brokers. The partners at Assurex are leaders in the public entity sector and we are proud to be included in that list. Exhibit B is a detail of Partners top three carriers in which they bound coverage and a top three list of carriers who provided terms, but coverage was not written.

The public entities insurance market for counties in New Mexico is dominated by a few carriers. They are Travelers, OneBeacon, Hudson Insurance, CNA, and Scottsdale. These carriers can normally offer all lines of liability coverage. There are also markets willing to place coverage for specific lines such as Property, Public Officials Liability, Employment Practices Liability, Cyber Liability or Law Enforcement Liability. Some of those carriers are QBE, XL, Chubb, Ironshore, AIG, Catlin, and Ace as examples. Daniels Insurance has access to each of them and others.

We have identified several insurance markets for the Environmental Impairment Liability, Airport and Airplane Coverage and Health and Accident Insurance for Volunteer Fire Fighters in the Conceptual Proposal sections below.

As you can see Daniels Insurance Inc. can place coverage with preferred insurance markets that have optimum coverage forms and pricing for Lea County.

	Best		Best
Insurance Carriers	Rating	Insurance Carriers	Rating
Affiliated FM Insurance Company	A+ XV	Hallmark Insurance Company	A- VIII
AIG	A XV	Indian Harbor Insurance Co.	A+ XV
Alliant Property Ins. Program - AIG	Pool	Intact-OneBeacon Ins. Comp.	A+ XV
Allianz Global Ins. Comp.	A+ XV	Ironshore Specialty Ins. Comp.	A XV
Arch Insurance Company	A+ XV	Liberty Mutual Insurance	A XV
Argonaut Insurance Company	A- XIV	Markel Insurance Company	A XIV
Ascot Insurance Company	A XIV	New Mexico Mutual Casualty Co.	A- VIII
Aspen Specialty Ins. Comp.	A XV	Old Republic Insurance Company	A+ XV
AXIS Insurance Company	A XV	Philadelphia Indemnity Ins Co	A++ XV
Beazley Insurance Company, Inc.	A XIV	QBE Insurance Corporation	A XV
Berkshire Hathaway Ins. Comp.	A++ XV	Safety National - Tokio Marine	A++ XV

Brit Limited	A XII	Scottsdale Insurance Company	A+ XV
Chubb Group of Insurance Cos.	A++ XV	Sirius Specialty Ins. Corp.	A- XIV
CNA Insurance Companies	A XV	Starr Insurance Company	A XV
Colony Insurance Company	A- XIV	The Hartford	A+ XV
Crum & Forster Ins Co.	A XIII	Tokio Marine Specialty Ins. Comp.	A++ XV
Endurance American Ins. Comp.	A+ XV	Travelers Insurance	A++ XV
ESIP - Arch Insurance Company	A+ XV	U.S. Specialty Insurance Company	A++ XV
Euclid - Hudson Ins. Comp.	A XV	United States Liability Ins Co	A++ XI
Glatfelter- AIG	A XV	XL Insurance America, Inc.	A XV
Great American Insurance Co.	A+ XV	Zurich American Insurance Co.	A+ XV
NM County Insurance Authority			

### 2.2 CONCEPTUAL PROPOSAL

Conceptual proposals are being provided as required. However, some coverages and forms are written specifically for each client's coverage needs. Carriers will provide their sample policy forms. When each company releases a quote we can then request and evaluate them individually. Just because a carrier has the most advantageous policy forms does not mean they will offer those terms on every quote. Carries base terms on each Client's merit. Client's with a better claim's history, good risk control measures and located non-litigious States could vary the terms offered. We have enclosed an example of coverage comparisons for Law Enforcement Liability, which is listed as Exhibit C. This is a best practice in evaluating the broadness of coverage by the markets. Reviewing coverage in this manner is a must since most of the County's coverage forms are not on a standard ISO form.

### 2.2.1 CONCEPTUAL PROPOSAL - ENVIRONMENTAL IMPAIRMENT LIABILITY (EIL)

#### 2.2.1.1 & 2.2.1.2

I O Zi Zi I I Z	and the second of the second o
Ascot Insurance Company	- Non-Admitted
Ironshore Specialty Ins. Comp.	<ul> <li>Non-Admitted</li> </ul>
Aspen Specialty Ins. Comp.	<ul> <li>Non-Admitted</li> </ul>
Starr Insurance Company	<ul> <li>Non-Admitted</li> </ul>
Allianz Global Ins. Comp.	<ul> <li>Non-Admitted</li> </ul>
Beazley Insurance Company, Inc.	<ul> <li>Non-Admitted</li> </ul>
Great American Insurance Co.	<ul> <li>Non-Admitted</li> </ul>
Sirius Specialty Ins. Corp.	<ul> <li>Non-Admitted</li> </ul>
XL Insurance America, Inc.	<ul> <li>Non-Admitted</li> </ul>
Philadelphia Indemnity Ins. Co	<ul> <li>Non-Admitted</li> </ul>
Markel Insurance Company	<ul> <li>Non-Admitted</li> </ul>

<sup>\*\*</sup> Environmental Impairment Liability policies are generally only offered on a non-admitted basis. However, sometimes we can utilize the state's large risk filing to then issue an admitted policy but that is dependent upon compliance with and satisfaction of the New Mexico large risk filing rules.

EIL coverage forms are manuscript forms but all start with a basic policy backbone of on and off site Cleanup, On and Off-Site Bodily Injury and Property Damage, Non-Owned Disposal site coverage, and Transportation. Based on Lea County's coverage needs and environmental data to support it, the policies can be expanded to grant retrospective coverage, move defense outside of the limit of liability, extend coverage for biological hazards as well as cover underground storage tanks when necessary. Each insurance carrier will manuscript every policy based on information available and client needs so your policy will be specifically reflective of your risk with modifications and enhancements specific to you. We do not employ a "checklist" strategy when placing site pollution policies as every client's risks and coverage needs are different. Also, each carriers' terms and coverage forms offered will vary depending on the request of coverage. Submitting a completed application for underwriting. Then reviewing all the coverage offering is the way to fulling compare the broadness of markets.

#### 2.2.1.4

As noted above, the primary components of every site pollution policy are on and off-site Cleanup, On and Off-Site Bodily Injury and Property Damage, Non-Owned Disposal site coverage and Transportation. All these policies will begin with base exclusions for contractual liability, asbestos and lead when affixed to a building or structure, an intentional acts exclusion and a prior known conditions exclusion. Standard conditions associated with these policies include subrogation, other insurance (primary vs excess), choice of law and forum, and extended reporting period.

Below is a sample of how the forms would be presented in a proposal. This would detail the coverage conditions and exclusions for the recommend EIL quotes.

#### **EIL Forms and Exclusions**

EIL FOITIS ATIU EXCIUSIONS		
Mold-Legionella Exclusion Endorsement		:
Nuclear Energy Liability Exclusion		
Deductible Liability Insurance Endorsement	***	
Claims Notice Document		
Exclusion - Engineers, Architects or Surveyors		
Exclusion – Access or Disclosure of data		
Retroactive Dates for Scheduled Locations		. <u> </u>
Exclusion of Terrorism		
Mold and Mildew Exclusion		
Punitive or Exemplary Damages Amendment		

#### 2.2.1.5

You would need to make sure that Lea County Solid Waste Authority (LCSWA) is the named insured for the EIL coverage. This is relevant because LCSWA was created under a Joint Powers Agreement. This means LCSWA is a separate local governmental entity. Has the county's attorney evaluated any governmental immunity that would be afforded LCSWA for EIL. This could impact coverage limits or if any coverage is needed. Also, examine the contract between LCSWA and its third-party contractor to determine if any indemnification is available under the contract. One Item that should be considered has to do with a loss control issue and risk avoidance. Risk avoidance is the elimination of hazards, activities and exposures that can negatively affect an organization's assets. We would recommend the County evaluate the possibility of removing any below ground oil or gasoline storage tanks. An above ground storage tank offers the benefit of visual inspections and is easily tightness testing, which would be a risk avoidance activity.

#### 2.2.2 CONCEPTUAL PROPOSAL - ACCIDENT & HEALTH VOLUNTEER FIRE FIGHTERS

#### 2.2.2.1 & 2.2.2.2

Volunteer Firemen's Insurance Services, Inc. (VFIS) Emergency Services Industry Program (ESIP) Provident Agency, Inc.

The Hartford

- Admitted on AIG Paper
- Admitted on Arch Paper
- Admitted on AXIS Paper
- Admitted on Hartford Paper

#### 2.2.2.3

The coverage and policy forms offered by these carries are very similar. VFIS offers a little more coverage as a percentage of loss. An example of this additional coverage is in the "Accident Dismemberment and Paralysis Benefit" for losses of "One Arm or One Leg" 100% of sum payable where the Provident coverage is 75%. On the other hand, the Provident policy forms are easier to read and interpret, which could result in fewer claims disputes. Some of the carriers have recently come out with broader coverage and revised policies. Our market recommendation will more than likely depend on pricing and additional services they offer the County.

#### 2.2.2.4

The major coverage benefits for this type of Accident and Health policy are listed below with the sub coverage for each benefit category.

#### **Loss of Life Benefits**

- Accidental Death Benefits
- Illness Loss of Life Benefit
- Dependent Child and Education Benefit Amount
- Spousal Support and Education Benefit Amount

#### **Living Benefits**

- Accidental Dismemberment and Paralysis Benefit
- Vision Impairment Benefit Principal Sum
- Injury Permanent Impairment Benefit
- Heart Permanent Impairment Benefit
- Illness Permanent Impairment Benefit
- Cosmetic Disfigurement Resulting From Burns Benefit
- HIV Positive Lump Sum Living Benefit

#### **Weekly Income Benefits**

- Total Disability Benefits
  - O Total Disability Weekly
  - o Total Disability Maximum Weekly
  - O Total Disability Minimum Weekly
- Partial Disability Benefits
  - o Partial Disability Weekly
  - o Partial Disability Maximum Weekly
  - O Partial Disability Minimum Weekly
- Disability Benefits General

### Occupational Retraining Benefit

Medical Expense Benefits

o Cosmetic Plastic Surgery

- o Post-Traumatic Stress Disorder
- o Critical Incident Stress Management
- O Family Expense Benefit
- O Family Bereavement and Trauma Counseling Benefit

#### **Felonious Assault Benefit**

#### **Home Alteration and Vehicle Modification Benefit**

Since this is an accident policy, attention to coverage definitions is important. The broadness of coverage could be determined by a definition. An example would be the definition of **Covered Activity** – means any activity, including travel directly to and from such activity, which is a normal duty of an Insured Person, including any: ... To provide the best detail analysis would require quotes and sample policy forms from the above listed carriers.

#### **Common Exclusions**

- Suicide or any attempt at it; or intentionally self-inflicted injuries.
- Injuries that happen while flying except.
  - o as a passenger on a commercial aircraft.
  - o as a passenger on any aircraft while taking part in a Covered Activity.
- Injuries that happen while flying as a crew member, or during parachute jumps from the aircraft.
- War or any act of war, whether declared or undeclared.
- Mental or emotional disorders, except as specifically provided for covered Post-Traumatic Stress Disorder.
- Treatment of alcoholism or drug addiction and any complications arising from it, except loss caused by Injury sustained during and resulting from a Covered Activity.
- Illness, except as provided by this policy.
- Military service of any state or country.
- Any form of football, hockey, lacrosse, soccer, boxing, rugby, and martial arts.
- Any league sports event, except as covered under the Organized Team Sports Rider.
- Cancer

#### 2.2.2.5

It might be beneficial for Lea County to review the current workers compensation policy issued by NMAOC and determine if the New Mexico Volunteer Worker Endorsement is included in the policy terms. This would help determine the desired coverage for future. Lea county could take advantage of carrier's loss prevention and safety training. The hazardous nature of a volunteer fire fighter would require a specialized risk manager to handle those tasks.

### 2.2.3 CONCEPTUAL PROPOSAL - AIRPORTS INSURANCE

#### 2.2.3.1

Selecting limits of coverage for Airport Liability is very difficult because of current jury awards in the State of New Mexico. It would be prudent to evaluate the limits on the Airport Liability to \$25,000,000 - \$30,000,000, because the County is slightly below the average liability limits of compatible airport size with Lea County's historical disembarks. Another consideration is, if United Airlines increases the size of the planes serving the lea Regional Airport. Changing from its Bombardier CRJ 200 with a fifty passenger to a seventy-passenger plane like the Bombardier CRJ 700 the additional load would increase exposure. Due to a good loss history, a higher deductible or

self-insured retention would likely not prove to be beneficial as premiums would not decrease significantly. Another recommendation would be to increase the limit for Fire Damage to \$500,000. Increasing the premises medical payments to \$10,000 or \$25,000 each person might make since the new terminal should develop more passenger traffic.

These two state statutes with the lack of immunity require careful planning and proper risk management to avoid an underinsured catastrophic Airport Liability claim.

#### 41-4-5. Liability: operation or maintenance of motor vehicles, aircraft, and watercraft.

The immunity granted pursuant to Subsection A of <u>Section 41-4-4</u> NMSA 1978 does not apply to liability for damages resulting from bodily injury, wrongful death or property damage caused by the negligence of public employees while acting within the scope of their duties in the operation or maintenance of any motor vehicle, aircraft or watercraft.

41-4-7. Liability; airports.

A. The immunity granted pursuant to Subsection A of Section 4 [41-4-4 NMSA 1978] of the Tort Claims Act does not apply to liability for damages resulting from bodily injury, wrongful death or property damage caused by the negligence of public employees while acting within the scope of their duties in the operation of airports.

B. The liability imposed pursuant to Subsection A of this section shall not include liability for damages due to the existence of any condition arising out of compliance with any federal or state

law or regulation governing the use and operation of airports.

We understand that all these issues are under pressure with COVID -19 decreasing air travel. Lea County, with a recommendation from Daniels Insurance, currently has a three year policy with annual renewal options. Each year's premium is flat. Your three year term policy has avoided the rate increases some insureds for airport liability have seen. Chubb has provided an option to your three year renewal policy to evaluate premiums because of a substantial change in operation. I would suggestion taking advantage of this the option for the 2021 renewal, because your schedule flights have dopped over 50% in the past nine months.

#### 2.2.3.2 & 2.2.3.3

- Admitted Chubb Group - Admitted Old Republic - Admitted Global Aerospace - Admitted QBE - Admitted Starr Insurance Companies - Admitted AIG - Admitted Great American - Admitted U.S. Specialty Insurance Company - Admitted Aero Space Ins. Manager - Hallmark Group - Admitted Allianz Global Insurance Company - Admitted AXA/ XL Insurance America, Inc. - Admitted USAIG - United States Aviation W. Brown & Associates - Endurance American Ins. Comp. - Admitted

#### 2.2.3.4

Chubb remains as the designated carrier for The Airport Council International-North American Insurance Program. Most of the carriers above have a specific aviation department that is designated, but Chubb has department specializing in writing Municipal Airports alone with Municipal Owned Aircraft. Again, they are one of the limited carriers that can offer a multi-year policy an airport. Chubb has these coverage benefits:

The current policy includes the Limited Write Back of the War Exclusion
The policy contains a 90 Day/10 Day Cancellation clause where the standard Cancellation clause is 60/10
The policy also includes an Enhanced Coverage Endorsement which offers:

- Named Insured is Broadened
- . Broadening of the Duties of the Insured in the Event of a loss
- Definition of airport extended
- · Definition of Advertising Injury to include Infringement and Trademark
- · Definition of an Aircraft is broadened
- Exclusion for Watercraft is amended
- Exclusion for Expected or Intended Injury is amended to include BI and PD resulting from the use of reasonable force to protect persons or Property
- Exclusion for Airmeet, Contest and Exhibition may be deleted subject to underwriter agreement within 30 days of the event.

Daniels Insurance has a few sample policy forms available for the above airport liability carriers. Others would be available when a quote is provided. A few coverage forms that are beneficial and would be requested on your behalf are the War/Hi-Jacking, Immunity Waiver Endorsement (Defend any "suit" when required by statute or requested by you), Contractual Independent Contractors, Discrimination and Wrongful Eviction Offenses under Personal Injury.



#### 2.2.3.5

These are the major coverages on an Airport Liability policy including Bodily Injury, Property Damage, Ground Operations, Products-Completed Operations, Personal and Advertising Injury Liability, Medical Payments, Hangarkeeper's Liability. One VERY important exclusion is the Aircraft, Auto or Watercraft limitation and making sure the exclusion does not apply to an "auto" or watercraft while on the "airport"; An "auto" or watercraft while not on the "airport" if responding to an aviation emergency; or liability assumed under any "insured contract" for the ownership, maintenance or use. Some Public Entity auto policies will exclude coverage for an auto while being used at an airport.

The exclusions detailed below are used by carriers for airport liability.

**Exclusions** 

**Expected or Intended Injury** 

**Liquor Liability Employers Liability** Mobile Equipment

Swimming Pools or Lodging Accommodation

**Damage to Property** 

Property damage to Your product

Damage to Impaired Property or Property Not Physically Injured

Recall of Products, Work, or Impaired Property

**Contractual Liability** 

Workers Compensation and Similar Laws

Aircraft, Auto or Watercraft Airshow, Contest or Exhibition

**Control Tower** 

**Damage to Your Product** 

Property damage to Your Work.

### 2.2.4 Conceptual Proposal – Other Insurance Related Services

Our agency offers many other services to our customers depending on the customer's needs. We often depend on our other Daniels Insurance, Inc. offices to determine the best alternatives to various situations and/or problems facing our customers. You will have access to loss control within Daniels Insurance Agency and we also coordinate loss control with various insurance carriers and use their advice and expertise to assist our customers. Our new Beyond Insurance Network is an additional risk control resource. With Beyond Insurance, we can use their Intelligence Quotient for Risk Management (IQRM). This process is used to identify risks that have the potential to affect your operation. Once identified, we will work together to develop and implement strategies to best manage these risks. The IQRM is an integral piece of our diagnostic process as it quantifiably assesses the risks facing your organization, considers best practices to control and mitigate these risks, and leverages the IQRM improvement process to achieve preferred results in the insurance marketplace. Additionally, we subscribe to numerous trade journals that keep us up to date on markets, new trends and products. We constantly review losses for our clients.

Identifying trends (trending) is an integral part of controlling risk. As an example, Lea County's largest auto loss category was "Rearended Other Vehicles". These types of losses are normally cause by distracted driving. Training on this topic might reduce futures losses. It would also provide a legal defense to show that the County is training because of the trends.

In the past, Guy Kesner, modeled a worker's compensation experience modification factor for the County. This would be very helpful in securing alternat terms to your current NMCIA policy.

Evaluation of self-insured alternatives is truly a team effort. This will involve you, as the insured, insurance carrier, third party claims administrator and broker. The debate starts around risk tolerance and risk transfer. A client's ability to tolerate risk either financially or through appropriate staffing is a proper starting point. A self-insurance program would also require more involvement from the county attorney and finance department. We would welcome the discussion and want to help you understand the effects of self-insuring.

We also feel it is important for your Daniels Insurance team and the County to review written agreements such as mutual aid agreements, joint powers agreements and contracts. These documents can assume risk that might not be appropriately addressed.

We also have a tremendous resource in our Assurex Global Partners across the country. These

agency partners are the top agencies in their regions of the country. These partners are always willing to assist us with finding the appropriate contractors for actuarial services, hiring third party administrators or any additional specialty services. Most specialty services would require technically trained individuals with appropriate credentials and licensing.

### 2.2.5 CONCEPTUAL PROPOSAL - MARKET PLACEMENT OF NMCIA COVERAGE

Daniels Insurance has marketed the County's Workers Compensation policy in the past. We could not find any insurance carriers willing to offer a quote based on the previous RFP Requirements. We would be happy to approach workers compensation carriers and secure detailed terms. Some of the markets would be New Mexico Mutual, Liberty Mutual, AIG, Midwest Employers Casualty Company, The Hartford, Berkshire Hathaway, Old Republic, and Travelers. Travelers will not consider writing Workers Compensation unless it is in support of other existing coverage for the Public Entity. The only way to secure actual premium for a proposal would be to submit an application with loss runs to these carriers. The information inside this RFP is not detailed enough to complete the application process.



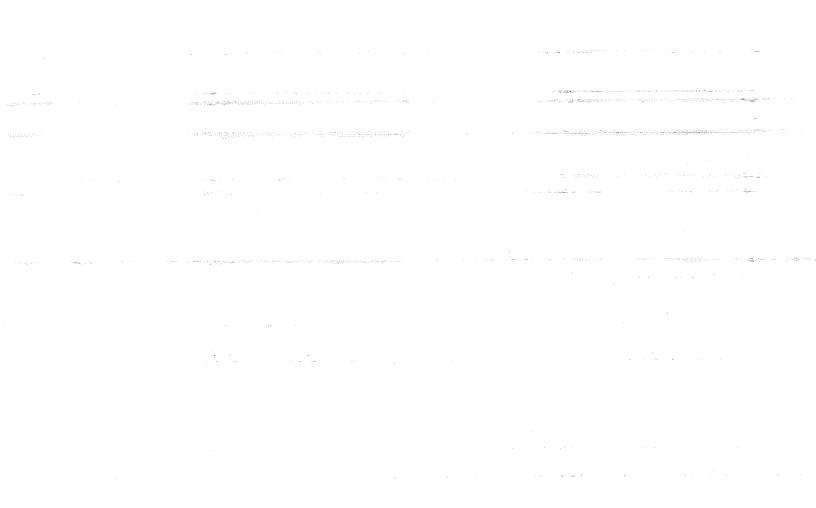
### 2.3 COMPENSATION

Daniels Insurance is very comfortable with charging a fixed percentage commission. We are proposing a fixed rate of 8%. We also understand the County will negotiate the final scope of services and compensation with the successful offeror. Daniels is proposing a full disclosure of commission received by December 31 of each year.

We may also have an agreement with some Insurers of Lea County for package coverage. These insurers sometimes may pay us future additional compensation. This future compensation is normally referred to as contingencies. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The terms of each contingency is determined by carriers. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Additional compensation is only provided by carriers with whom we have a contract. Because of variables in these agreements, we often have no accurate way, at the time of placement, to determine the amount of any additional compensation that might be attributable to any Insured's placement. If a contingency were received during a year it would be because a broker exceeded carriers' benchmarks. One of the normal requirements is favorable loss ratios from all combined clients. One year a client could contribute to a contingency and the next that same client could cause the demise of the incentive from a catastrophic claim. We would be agreeable to provide an evaluation if any of Lea County's premiums contributed to a contingency.

Finally, we have cherished a forty-eight year relationship with the County of Lea and hope to continue to add value to the elected officials, staff, and taxpayers of Lea County.

#### **E**XHIBITS





#### Exhibit A



#### DII 360 Degree Risk Solutions Process

Beyond Insurance® is a four-step process used by DANIELS INSURANCE Inc. to identify, understand, implement, and monitor risk management strategies for you and your business. Here we briefly examine those four steps:

#### STEP 1 - IDENTIFY EXPOSURES

During this crucial initial phase, we invest the time to understand every facet of your business in order to help you and your team identify the risks that face your business. By evaluating the effectiveness of risk management programs, practices, and resources under real-world conditions, we assure that your assets receive precisely the right type of protection.

#### STEP 2 - DEFINE STRATEGIES TO HANDLE RISK

Once we have developed a thorough understanding of your business, including your industry, corporate culture, and operating procedures, we move beyond insurance, exploring a spectrum of proven alternative strategies to minimize risk and reduce insurance costs.



STEP 1
IDENTIFY
EXPOSURES

Risk Minimization
Contractual Transfer of Risk
Risk Avoidance
Retention of Risk
Policies/Procedures and Controls

STEP 2
DEVELOP
STRATEGIES

Risk Assessments Claims Reviews Risk Management Service Plans Pre-renewal Strategy Sessions Stewardship Review STEP 4
MONITOR
PLAN

STEP 3
IMPLEMENT
PROGRAMS

Action Plans Loss Control/Life Safety Protocols Claims Management Results Oriented Strategies

#### STEP 4 - ONGOING MONITORING & ADJUSTMENT

You and your business are dynamic – what works for you today might not work as well tomorrow. For this reason, we continue to monitor and adjust your risk management programs to ensure a perfect fit as your business evolves and changes.

#### STEP 3 - IMPLEMENTATION OF PROGRAMS

During the implementation process, we put in place specially tailored programs and strategies designed to protect your assets while reducing insurance costs. A strong belief in our process motivates underwriters to offer much lower insurance costs on your behalf.

			Pac	kag	ge									Mo	noli	ne																				
	Travelers	Argonaut	Chubb	CNA	Glaffelter	Liberty Mut	One Beacon	AFM	AIG	APIP	Beazley	ESIP	Euclid	Fairfax	Hanover	IRFP	Midwest	Phly - Tokyo Marine	Princeton	QBE	Safety Nat	States RRG	United Heartland	WI League	Zurich	Armguard	Arch	BRIT	Cincinnati	EMC	Greenwich	Houston Cas	PGU	Pinnacol	Selective	Swiss Re
Partner #1	1	1																					1		-											
Partner #2					1		1			1		1	1			1			1		1		- 8		3											
aniels	1	1		1	1	1												1		1			- 1													
artner #3	1	1					- 31																-1		1											
artner #4			1	1											1								1	1												
artner #5	1																1																			
artner #6	1					1																														
artner #7						1		1			1											1	- 8		- 1											
artner #8	1		1				1																													
artner #9	1				1						1						1						-1													
Partner #10	1								1			- 2		1							_															
Totals	8	3	2	2	3	3	2	1	1	1	2	1	1	1	1	1	2	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
Partners to	o th	ree	car	rie	rs w	her	re th	ne g	rea	test	pe	rcei	nt o	fqu	iote	s w	ere	rec	eiv	ed f	or	oub	lic e	nti	ty's	dur	ing	the	pre	evic	us	24 r	nor	ths		
Coverage	no	t bo	und																																	
artner #1						1											1				1				1	1		1			1	1	1		1	
artner #2		1	1				1																													
aniels							1											1											1							
artner #3																																				
artner #4																								1					1	1						
artner #5		1					1																				1									
artner #6																									7											
artner #7	1								1										1				ď		- 1											1
artner #8							1																		- 1											
artner #9											1							1	1					1												
artner #10																																			. 3	

<sup>\*\*</sup> Some Partners had multiple office respond.

# Law Enforcement Comparison

	One Beacon	Travelers	Scottsdale	CNA
Who is Insured	Named Insured, elected officals, employees, volunteers, owner of commandeered equipment (not auto), person or organization providing services under agreement - all within scope of law enforcement duties	appointed officials, but only for the conduct of their	Named Insured, past, present or elected public officials, but only within scope of law enforcement duties, employees, volunteers, Estates, heirs or legal representative for deceased persons who were insureds at time of wrongful act but only to extent coverage would have been provided under this Coverage Form.	Named Insured, public officals, employees, volunteers, heirs, executors, administrators or legal representatives of deceased persons who were insureds at time of wrongful act but only to extent coverage would have been provided under this coverage form - all within scope of their duties.
Coverage Trigger	Must be legally obligated from wrongful act or series of acts	Must be legally obligated from wrongful act or series of acts	Must be legally obligated	Must be legally obligated from wrongful act or series of acts
When	During policy period - within scope of duties	During policy period - within scope of duties	During policy period - within scope of duties.	During policy period - within scope of duties.
Where	Worldwide coverage but claim must be made within United States, it's territories and Canada	Worldwide coverage but claim must be made within United States, it's terrirories and Canada	Worldwide coverage but 'suit' must be brought in United States, its terrirories and Canada	Worldwide coverage but claim must be made within United States, it's territories and Canada
Defense Cost	Within Limits	Within limits	Within limits	Within limits
Punitive Damages	Included	Included	Included	Included
Exclusions:				
Asbestos, Fungi, Bacteria, Nuclear	Yes	Yes	Yes*	Yes

# Law Enforcement Comparison

Aircraft, Watercraft				
	Ownership, maintenance	Ownership, maintenance	Ownership, maintenance	Ownership, maintenance
	or use including loading &	or use including loading &	or use including loading &	or use including loading &
	unloading with some	unloading with some	unloading with some	unloading with some
	exceptions	exceptions	exceptions	exceptions
Contracts	Liability assumed under	Liability assumed under	Only for an 'insured	
	contract or breach of	contract or breach of	contract'	
	contract to which insured is	contract to which insured is		
	a party or 3rd party	a party or 3rd party	•	
	beneficiary	beneficiary		
Criminal Acts	Yes	Yes	Yes	Yes
Dams			Yes*	
Declaratory & Injunctive Relief	Yes	Yes	Yes	Yes
Eminent Domain		·	Yes*	
Employers Liability	Yes	Yes	Yes	Yes
Employment Practices	Yes	Yes	Yes	Yes
Heathcare, Social Services	Yes	Yes	Yes	Yes
Pollution	Yes	Yes	Yes*	Yes
Property Damage				Yes except property of
			Owners, or in care, custody	persons at time of arrest
	Owned or in care, custody	Owned or in care, custody	or control except property	
	or control	or control	of persons at time of arrest	
Volunteers, Leased Employees,	Yes	Yes	Yes	Yes
Temporary				
War	Yes	Yes	Yes*	Yes
Workers Compensation	Yes	Yes	Yes*	Yes
		i i	* indicates excluded on	
		•	separte coverage form	
			attached to policy	
Duties	Written notice required as	Written notice required as	Written notice required as	Written notice required as
	soon as practiable of event	soon as practiable of event	soon as practiable of event	soon as practiable of event
	or possible event that may	or possible event that may	or possible event that may	or possible event that may
	result in a claim	result in a claim	result in a claim	result in a claim
	Immediately send all	Immediately send all	Immediately send all	Immediately send all
	demands, notices,	demands, notices,	demands, notices,	demands, notices,
	summonses, etc	summonses, etc	summonses, etc	summonses, etc

# Law Enforcement Comparison

	Fully cooperate with investigation	Fully cooperate with investigation	Fully cooperate with investigation	Fully cooperate with investigation
	Assist in enforcement in rights against person or organization which may be liable to the insured for damages	Assist in enforcement in rights against person or organization which may be liable to the insured for damages	investigation	investigation
Primary Coverage	Yes	Yes ,	Excess if coverage afforded by any other insurance	Yes
Notice of Non Renewal	30 days	30 days	60 Days	
Off Duty Coverage	Yes, must be officially sanctioned in course of law enforcement operations	Yes, must be officially sanctioned in course of law enforcement operations	Approved law enforcement activities which are disclosed in application	Exclusion for claims arising out of act, "wrongful act", service or duty for anyone other than Named Insured
Subject to Audit	TBD	TBD	TBD	TBD



Finance Department 100 North Main, Suite 11 Lovington, NM 88260 Phone: (575) 396-8521 Fax: (575) 396-5684

e-mail: kmclaughlin@leacounty.net

#### ADDENDUM ONE LEGAL NOTICE OF REQUEST FOR PROPOSALS

#### INSURANCE BROKER LEA COUNTY

PROPOSAL #01 - (20-21)
DUE DATE: FEBRUARY 15, 2021 - 2:00 P.M.

#### POSTED TO WEBSITE: JAN. 26, 2021

The following information is hereby made part of this Request for Proposals:

Changes to original Request for Proposals packet:

PAGE 3 1st Line

Deleted: "lines of coverage"

Inserted: "Insurance Broker Services"

PAGE 8 1<sup>st</sup> Paragraph Deleted: Paragraph's final sentence, beginning "Cost will be included as one..."

(No replacement wording.)

Original RFP posted to Lea County's website has been updated with these changes.

All other items remain the same.

This signed addendum must accompany your offer.

Madeline Mann
Printed Name

Daniels Insurance Agency, Inc.

Company



Finance Department 100 North Main, Suite 11 Lovington, NM 88260

Company

Phone: (575) 396-8521 Fax: (575) 396-5684 e-mail: kmclaughlin@leacounty.net

# ADDENDUM TWO LEGAL NOTICE OF REQUEST FOR PROPOSALS

INSURANCE BROKER LEA COUNTY PROPOSAL #01 - (20-21)

CHANGED DUE DATE TO: FEBRUARY 16, 2021 - 2:00 P.M.

> POSTED TO WEBSITE: FEB. 2, 2021

The following items are hereby made part of this Request for Proposals:

- Due to a holiday on February 15, 2021, the Due Date of this Proposal has been changed to FEBRUARY 16, 2021.
- Although it will be a duty of the insurance broker to evaluate and advise the county on its need for types of insurance, the current policies may include but are not limited to general liability, law enforcement, management liability, employee benefits, employment related practices, liquor liability, inland marine property, business automobile, umbrella, cyber liability, identity fraud, airport liability, and aircraft.

All other items remain the same.

This signed addendum must accompany your offer.

O2/11/2021

Date

Madeline Mann

Printed Name

Daniels Insurance Agency, Inc.



...an Assurex Global Partner
Serving New Mexico's insurance needs for over 70 years

# Letter of Transmittal

Lea County Request for Proposal: Insurance Broker Proposal #01- (20-21)

Offeror:

Daniels Insurance Agency, Inc.

300 N Linam

Hobbs, NM 88240 Phone 575-393-5191 Fax 575-397-4762

Team Leader: Guy Kesner

gkesner@danielsinsuranceinc.com

Daniels Insurance Agency, Inc., an 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.

Signature

Vice President / Controller

Title

February 16, 2021

Date

#### 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 County Commissioners: <u>Rebecca Long, Dean Jackson, Jonathan Sena, Gary Eidson, Pat Sims; Assesor Sharla Kennedy: Clerk Keith Manes; Treasurer Susan Marinovich; Sheriff Corey Helton.</u>

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTION	ONS BY PROSPEC	TIVE CONTRAC	TOR:	e i sa je se
Contribution Made By:	2		-	
Relation to Prospective Contractor:			<u></u>	e i e nile cape i e el delegençare.
Date Contribution(s) Made:	We a security of the second			The magazina and the second of
	ACCESS TO THE PROPERTY OF THE	·	Average	
Amount(s) of Contribution(s)				the second
Nature of Contribution(s)				
Purpose of Contribution(s)	**************************************			
Purpose of Contribution(s)			Service Company Company Company	and the second s
(Attach extra pages if necessary)		enggapalang arabahan Alba.	edilite dina dikapeng filoso	
	and the second			484
Signature	Date			The state of the s
Title (position)				
OR-	and the second second		w	
And the second of the second o	William Communication	en e	in the second se	e i jede <u>i beladelijskih de</u> servision Primarija
NO CONTRIBUTIONS IN THE WERE MADE to an applicable published	lic official by me, a			Y DOLLARS (\$250)
Signature	<del></del>	Date		
VP/Controller Title (Position)	<del>.</del>			

#### **Veterans / Resident Preference Certification**

Daniels Insurance Agency, Inc. (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:
Check one box only:
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 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 form 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:L0863443760
Maleline Clam 02/11/2021
(Signature of Business Representative)* (Date)  Must be an authorized signatory for the Business.

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.\*\*\*

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

# RESIDENT BUSINESS CERTIFICATE

Issued to: DANIELS INSURANCE AGENCY INC.

DBA: DANIELS INSURANCE AGENCY INC.

**PO BOX 1258** 

HOBBS, NM 88241-1258

Expires:

14-Feb-2021

Certificate Number:

L0863443760

John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Other Licenses

TAXATION	en e	Michelle Lujan Grisham
REVENUE	DAME TO THE PROPERTY SU	Governor
NEW MEXICO	PREPARED / CASCUTT 1-29	tephanie Schardin Clarke
	Fig. 1	Cabinet Secretary
	1-508030 4 11.	lele
	€ 508030 # 11.	January 15, 2021
DANIELS INSURANCE AGENC PO BOX 1258	1 INC. 3- 508030 \$ 7.	4 7 <sub>CRS</sub> : 01-507593-00-1
HOBBS, NM 88241-1258	7- 609130 4.5	Letter ID: L0927375792
	Disagnation	
Rostdan	Preference Certification Renewal	
Kesiden	RAPAC	
BUSINESS CERTIFICATION		
	Mary composition than composition with a street existing the second of t	
Upon a review of your Resident Certification	the Department has determined that your current	certification number
L0863443760 will expire in 30 days.		

If you would like to renew your certificate for another three years, please complete and mail this renewal request and the \$35 fee within fifteen (15) days of receipt of this letter to the address below. The Department will process your renewal request within 30 days of receipt and will mail the updated certification. For any questions, please call 505-827-0951.

## Taxation and Revenue Department

P.O. Box 5374 Santa Fe, NM 87502-5374

Name of Licensed Contractor	Doing Business As (DBA) if applicable DANIELS INSURANCE AGENCY INC.	
Mailing Address - City, State, Zip Code PO BOX 1258 HOBBS NM 88241-1258		
Physical Address - City, State, Zip Code	n HOBBS NM	88240
Name of Business Owner or Officer	Phone Number of Business Owner or Officer  505 - Holo-9674	Email of Business Owner or Officer Oth OLLL CANLLS
Name of Business Contact	Phone Number of Business Contact	Email of Business Contact morande
MACE THE MOUNT NM (CRS) Number 01507593001	Contractor License Number	FEIN/SSN 850092484



#### DANIELS INSURANCE, INC.

P.O. BOX 1258 @ 300 NORTH LINAM HOBBS, NEW MEXICO 88240

#### LEA COUNTY STATE BANK HOBBS, NEW MEXICO 95-183 / 1122

121695

PAY TO THE ORDER OF Taxation & Revenue Department

THIRTY-FIVE AND 00 / 100

Taxation & Revenue Department
P O Box 5374
Santa Fe, NM 87502-5474

MEMO Business Certification Renewal-3yrs L0927375792

PAY TO THE O2/09/2021

\$ 35.00

DOLLARS

DANIELS INSURANCE, INC.

#121695# #112201836# 01002171#

ANIELS INSURANCE, INC. • P.O.	BOX 1258 BHOBBS	NEW MEXICO	88240
-------------------------------	-----------------	------------	-------

121695

General Ledge		Description	Debit	Credit
		\$0.00	\$35.00	
100500	Lea County State Bank - Op	LCSB Operating Account	\$11.66	\$0.00
508030	Other Licenses	Business Certification Renewal-3yrs L0927375792	\$11.67	\$0.00
508030	Other Licenses	Business Certification Renewal-3yrs L0927375792	* * * * * * * * * * * * * * * * * * * *	\$0.00
508030	Other Licenses	Business Certification Renewal-3yrs L0927375792	\$7.47	•
659930 Other Licenses	Business Certification Renewal-3yrs L0927375792	\$4.20	\$0.00	
	Disbursement Total:		\$35.00	

Check Number: 121695 Disbursement ID: 39302

> Taxation & Revenue Department P O Box 5374 Santa Fe, NM 87502-5474

# "PEOPLE WHO CARE ABOUT PEOPLE"

ANIELS INSURANCE, INC. P.O. BOX 1258 HOBBS, NEW MEXICO 88240

121695

General Ledge		Description	Debit	Credit
100500 508030 508030 508030 508030 659930	Account Name Lea County State Bank - Op Other Licenses Other Licenses Other Licenses Other Licenses Other Licenses	LCSB Operating Account Business Certification Renewal-3yrs L0927375792 Business Certification Renewal-3yrs L0927375792 Business Certification Renewal-3yrs L0927375792 Business Certification Renewal-3yrs L0927375792	\$0.00 \$11.66 \$11.67 \$7.47 \$4.20	\$35.00 \$0.00 \$0.00 \$0.00 \$0.00
		Disbursement Total:		\$35.00

Check Number: 121695 Disbursement ID: 39302

> Taxation & Revenue Department P O Box 5374 Santa Fe, NM 87502-5474

# 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
- 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.

Madeline Mann, Vice President/Controller

2-11-2021

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

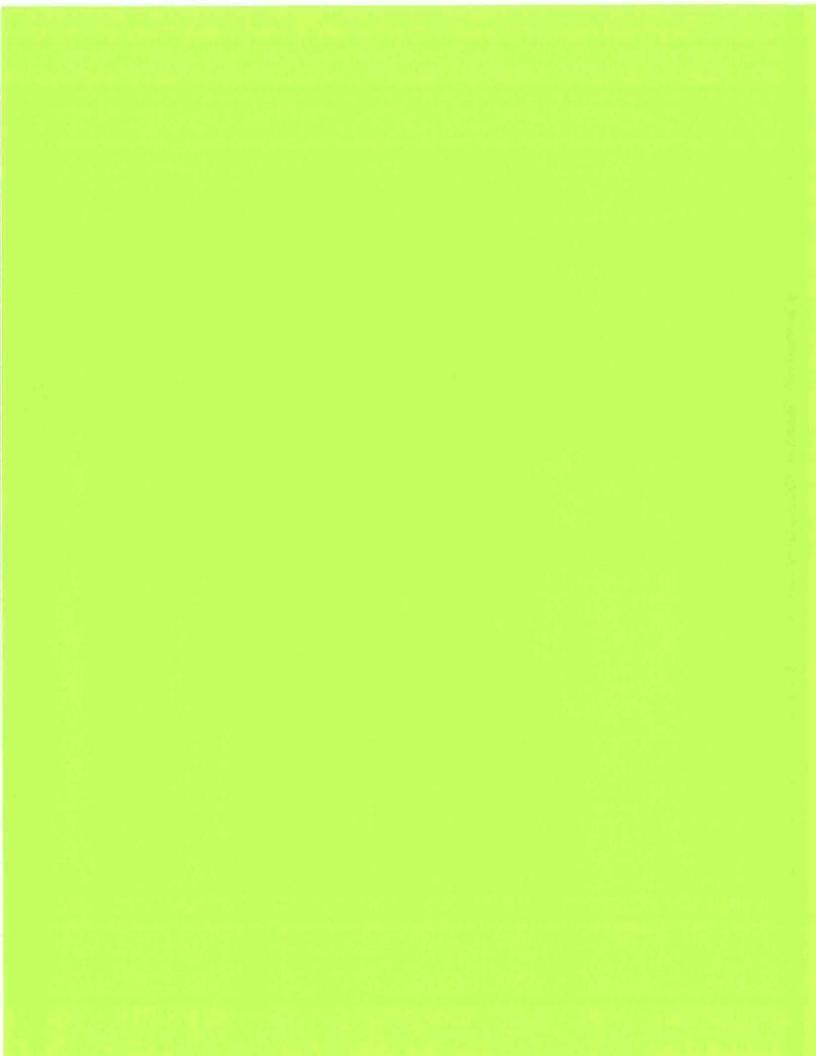
Date

## NON-COLLUSION AFFIDAVIT

STATE OF New Mexico )
County OF <u>Lea</u> )
Madeline Mann (name) being first duly sworn, deposes and says
that he/she is (title) Vice President
of (organization)_Daniels Insurance Agency, Inc.
who submits herewith to the County of Lea, 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 County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,
That prior to the public opening and reading or proposal, said bidder:
<ol> <li>Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal</li> <li>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;</li> <li>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;</li> <li>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 of group of individuals, except that County of Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.</li> </ol>
SUBSCRIBED and sworn to before me this 11th day of February , 20 21 .
Notary Public: Kathym Mynands My Commission Expires: 05-29-21  OFFICIAL SEAL KATHRYN HERNANDEZ NOTARY PUBLIC

### Related Party Disclosure Form

Are you indebted to or have a receivable from an officials, administration officials, department heads	, and key me	of the Board of inagement sup No X	ervisors with the County of Leas
2. Are you, or any officer of your company related county officials, administration officials, department have you had any of the following transactions since Sales, Purchase or leasing of property?  Receiving, furnishing of goods, services or facilities?  Commissions or royalty payments	IT NOORE VAV	manavenen i	dineralizable of the Contra of For mid
3. Does any member of the Board of County Common department heads, key management supervisors whether a sole proprietorship, partnership, or corpord Lea?	th the Count oration of an	v ot i.ea. nave	rently conducts business with the Count
4. At any time from January 2014 through the preseinterest in or signature authority over a bank accound Commissioners; elected county officials, administrative County of Lea?	ent, did you, nt for the ber ation official	terit of a memi	per of the board of County
5. Are you negotiating to employ or do you current employee or officer of County of Lea?			officer or family member of an
The answers to the foregoing questions are corr Signature of Owner or Company President:		to the best of	my knowledge and belief.  Date 2-11-2021





Insurance Broker Proposal #01-(20-21)

# Proposal Lea County

February 14, 2021

#### Submitted by:

Bart Kinney President

USI Southwest, Inc. 4100 Osuna Road N.W. Suite 2-203 Albuquerque, NM 87109 Phone: 505.219.0280

Email: bart.kinney@usi.com

www.usi.com

James Zanios Vice President

USI Southwest, Inc. 4100 Osuna Road N.W. Suite 2-203 Albuquerque, NM 87109 Phone: 505.219.0278

Email: james.zanios@usi.com



February 16, 2021

James Zanios USI Insurance Services 4100 Osuna Road N.W. Suite 2-203 Albuquerque, NM 87109

Kathy McLaughlin, Purchasing Officer Lea County 100 N. Main, Ste. 11, Fourth Floor Lovington, NM 88260

Dear Ms. McLaughlin,

USI Southwest, Inc. (USI) is pleased to present our proposal for the Lea County's Request for Proposal (RFP) for Insurance Consultant/Broker Services. USI has been providing brokerage, consulting, risk management, loss control and claims advocacy services for public entities for 50+ years; including being awarded the Property, Casualty and Workers' Compensation coverage's for Clovis Community College in 2019. We look forward to delivering our technical knowledge and experience to the Lea County. We will provide senior level insurance carrier market clout, superior client service, risk management services, loss prevention services, and claims advocacy and consulting services to help the County achieve their goals and objectives.

Please accept this proposal as our intent to become the County's risk management and insurance consultant/broker, let us demonstrate: Why choose USI as your Property and Casualty broker?

USI is a leading local and national insurance brokerage and consulting firm, delivering property and casualty, employee benefits, personal risk, and retirement solutions throughout the United States. USI has over \$2.0 billion in revenue, employs more than 6,000 professionals and operates out of 150 local offices serving every state. USI has become a premier insurance brokerage and consulting firm by leveraging the <u>USI ONE Advantage</u>, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts <u>best-in-class industry talent</u> with a long history of deep and continuing investment in our <u>local communities</u>. USI's **Omni Knowledge Engine** is a fundamentally **different approach** to risk management, integrating **proprietary business analytics** with a **networked team of local and national experts** in a **consultative planning process** that generates targeted recommendations for improving your property and casualty programs.

The USI Omni Knowledge Engine gives us something fundamentally different to say. Omni, which means "all", is USI's one of a kind knowledge engine, created from all the years we've been solving client's problems (over 100), from all the clients we've served (over 100,000), and from all our professionals (over 6,000 in more than 150 offices across the United States). Omni is real time, interactive, dynamic and evolving, and customized for each client. We can bring unique solutions, explain them in terms that are easy to understand, and we demonstrate how the solutions can have positive economic impact for our clients.

#### We believe USI is the County's optimal choice for the following reasons:

Our primary account team is located in Albuquerque and has extensive experience handling the insurance and risk management needs for public entities.

We are committed to servicing Public Entity clients like the County through our practice groups within the USI organization.

We realize the effect budget constraints have on risk management decisions and the cost considerations that the County must deal with in purchasing coverage, handling claims, and paying premiums.



James Zanios USI Insurance Services 4100 Osuna Road N.W. Suite 2-203 Albuquerque, NM 87109

Our corporate structure is decentralized and client-centric, providing New Mexico services, coupled with the resources of a large national firm. Our National Resources will be available as part of our team.

We not only effectively work to negotiate the best pricing on insurance products, but we tailor coverages with the best services to meet and exceed the County's needs.

As one of the largest insurance brokerages in the world, we work extensively with many carriers daily and serve on many national insurer producer councils.

Thank you for the opportunity to respond to this request for proposal and want you to know the County is an important and valued potential client to USI and we would appreciate the opportunity to develop a relationship. Please do not hesitate to contact us for further information or clarification.

Sincerely,

Bart Kinney President

Direct dial: 505.219.0280 Email: bart.kinney@usi.com James Zanios Vice President

Direct dial: 505.219.0269 Email: james.zanios@usi.com

#### RFP content confidentiality statement

This proposal includes data that shall not be duplicated, used, or disclosed in whole or in part, for any other purpose other than in conjunction with this solicitation. If, however, a contract is awarded the proposer, partly as a result of this data, the Lea County shall have the right to duplicate, use, or disclose such data to the extent provided in said contract. This restriction does not limit the County's right to use such data if it is obtained from another source without restriction. The data subject to this restriction are marked as "Confidential".

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<ul> <li>Campain Contribution Disclosure Forms:</li> <li>Veterans/Resident Preference Certification</li> <li>Certification Regarding Debarment, Suspension and other Responsibility Matters</li> <li>Non-Collusion Affidavit</li> <li>Related Party Disclosure Form</li> <li>Proposal Checklist</li> </ul>	

#### USI Southwest, Inc.

Addendum #1Addendum #2

- State of New Mexico Resident Business Certificate
- Certificate of General Liability, Auto, Umbrella and Workers' Compensation Insurance
- Certificate of Errors & Omissions Insurance
- Certificate of Cyber Liability Insurance
- · Public Entity References
- Smartsheet Introduction
- Environmental Risk Management Services

## **EXECUTIVE SUMMARY**

USI understands that the County demands a broker that provides unparalleled services and resources.

USI will collaborate with the County to develop, in addition to the required excess coverages, additional programs that align with achieving your goals of making and keeping the County safe for employees and the public, including:

Active Shooter/Workplace Violence
We understand the violence that is
occurring in today's environment, we
are able to provide proposals for
both First and Third-Party coverage.

### Terrorism

We understand the exposures faced by a county from both a domestic and foreign threat of terrorism, we will offer proposals to protect the County should they experience a terrorist event.

#### Social Engineering

We are experienced in this new type of Cyber Crime and can provide proposals to protect the County from this increasing type of hard to detect and stop crime.



As a county with unique exposures in the public entity space, Lea County is a vibrant county with diverse cultures and dynamic traditions. USI Insurance Services (USI) understands the unique demands and risks associated with counties as dynamic and diverse as Lea County. In addition to understanding the exposures being requested in this RFP, we look at many non-standard risks such as, but not limited to, Active Shooter / Workplace Violence situations, Terrorism Threat, Domestic & Foreign Terrorism and Social Engineering claims, just to name a few of the out of the norm type losses a county could face in today's COVID environment.

Our goal is to become your trusted insurance advisor, and with that trust, we will help ease the burden of your normal insurance exposures, and the unique claims that are now faced by public entities. We do this by developing a program that fits your unique situation and needs, one that allows you to continue to focus on what is important to you - providing a safe environment for the public as well as the employees of the County.

USI has been solving the insurance brokerage, risk management and claims monitoring service needs of our public entity clients for 50+years. We currently serve more than 4,600 public entity clients throughout the United States and have strong relationships with the leading public entity insurance carriers enabling us to provide our clients cost savings, broader coverages and better safety programs that have resulted in fewer claims and greater financial security for our clients. For example, the Albuquerque office was recently awarded the insurance coverages for Clovis Community College and in 2019 the El Paso, Texas office was awarded the Broker of Record for Doña Ana County, New Mexico. Due to USI's market clout we were able to move Dona Ana County out of the state's county workers' compensation pool, saving the county 24% in premium and lowering their deductible to \$0 from \$50,000. However, the pool came back this year and offered DAC a zero deductible policy and lowered their premium below losses. Due to USI's market clout we were able to save DAC considerable premium dollars for their workers' compensation program by making the state pool compete with our offering.

## With every response in our proposal we asked ourselves — does it benefit the County?

Does it reduce your cost of risk? And, does it support your objectives? We can unequivocally answer "yes" to these questions. Our goal is to surround the County with the resources and services needed to enable you to continue to concentrate on the issues most important to you without worrying about whether or not programs are being properly minded and maintained. Our commitment to the County will be proven by our commitment to provide excellent service, reduce costs, reduce claims, and to help the County be a safe place for its employees and the public. Our service team has been hand-picked based on their experience and at any given time will consist of 12 team members at any given time.

Because USI is a flat organization with minimal bureaucracy, we are able to structure teams with our sole focus being the best interest of our clients. We will draw on strategic knowledge from throughout the company to make certain that the team is aligned with your needs.

For Lea County, we have put together a core brokerage team comprised of senior members of our staff with complimentary skill sets — experts in the area of strategic program design and development, program marketing, actuarial analysis and loss development (including collateral negotiation), safety and loss control consulting, claims advocacy, program administration, and transactional processing.

We don't outsource or centralize the management of any account functions. All services are handled by our Account Service teams, down to a dedicated certificate management team. Proprietary technology and USI's coordinated, hands-on delivery methods provide you with a service program that is responsive to your needs every hour of every day.

Your service team is driven by a lead consultant and core account managers who know your organization and industry well and follow through on promised deliverables. Our most experienced executives stay involved in client relationships. We have strong national and regional resource groups across USI that are accessible by all team members and who act as dedicated resource groups (nonprofit centers) working directly with our account teams in the areas of analytics, alternative risk/captives, environmental liability, executive risk, and property.

Our aforementioned national and regional resource groups are also an area where we differentiate our abilities from our competitors. While others create "vertical" alignments with industry segments, we've created horizontal alignments across industry segments based on lines of coverage and product knowledge. Our model allows our resources to be shared across our business enterprise without costs allocations to individual offices or services teams based on their use. While clients may not see or be aware of the cost implications of other brokers using the very inhouse services they tout as being available resources, a business approach which charges for these services, internally, creates a deterrent to using them — which is ultimately a detriment to their client base. Whether it's detailed loss analytics, captive feasibility studies and formation, complex environmental placements, executive risk placements, or review of professional liability exposures, our model ensures that the best people on our team, and some of the best individuals and teams in the business, are bringing their experience to bear for our clients under a structure without barriers.

The core service team's client workload varies based on complexity, size, and role of the team member. On average, the core team handles between five and twelve clients for which they have a major servicing role. As we develop a deeper understanding of the County's risk-based objectives, we have the depth of resources and capabilities to adjust our staffing levels accordingly.

## SCOPE OF WORK:

## USI agrees to, but not limited to, the following list of services:

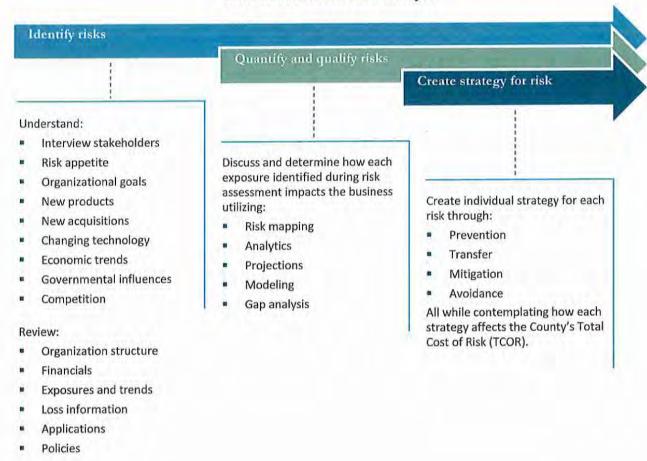
- a. Assist the County in identifying and analyzing its loss exposures on an ongoing basis.
- b. Recommend types of insurance coverages, policy limits, policy terms, and program adjustments for current coverages including but are not limited to: commercial general liability police professional liability, public official liability, employment practice liability, business automobile liability; cyber insurance, pollution liability, crime, workers compensation employers liability, excess liability, hull/protection & indemnity, property coverage, errors an omission notary bond, fiduciary liability and pollution liability for contractors.
- c. Assist the County in completing and submitting insurer applications for all coverages.
- d. Develop an insurance marketing strategy and place all required coverages.
- e. Assure that insurance policies are placed with reputable and financially responsible insurers.
- f. Consult with the County personnel and County legal counsel with respect to liability and indemnification provisions in lease, contracts, and other documents.
- g. Review insurance policies, binders, and endorsements to assure all wording is complete and accurate and promptly submit originals to the County.
- h. Provide or obtain answers to insurance coverage questions.
- i. Prepare insurance certificates and endorsements as required. Monitor changes on an ongoing basis in the financial ratings/status of carriers used in the County's program and advise the County when changes occur that may negatively impact the program.
- i. Assist with risk management questions as they arise.
- k. Assist in the filing of claims with, and obtaining settlements from, insurers.
- 1. Obtain and maintain updated loss information from current and prior insurers.
- m. Maintain accurate claims data and provide status reports as required by the County.
- n. At least 60 days prior to the renewal date of County policies, submit a written report discussing the anticipated issues concerning insurance terms and conditions, market conditions, trends and anticipated changes.
- At the request of County, meet with County Staff to review the County's insurance program and the Broker's contract performance.
- p. Provide other services customarily provided by insurance brokers.

#### **USI** will Analyze existing coverages:

Our initial goal is to work with you to gain an understanding your needs. Our first step is to meet with the County to better understand your business, operations, goals, objectives, and the metrics that are used to measure success. Then, our team works with you to assess how well risks are currently managed by the business units, the likelihood and projected magnitude of each risk, and how they might impact not only the individual business units but also the rest of the organization.

Before any solutions are considered, our team engages in a series of risk analytics to better understand the potential impact of your risks, risk bearing capacity, and how they correlate with your business strategies. These include, but are not limited to, the following:

## Risk assessment and analysis



#### This includes:

- Loss forecasts, accrual analysis, and collateral reduction analysis
- Cash flow modeling
- Loss sensitivity analysis

- Risk bearing capacity analysis
- Cost of risk allocation analysis
- Weighted average cost of capital
- MPL and MFL analysis

Before any solutions are considered, our team engages in a series of risk analytics to better understand the potential impact of your risks, risk bearing capacity, and how they correlate with your business strategies. These include, but are not limited to, the following:

Risk analysis: Given the County's dynamic profile, six months prior to renewal, we collaborate with you to re-assess your risks. We deploy "Team-Based Risk Management". We ask a lot of questions about your organization, operations, goals, and objectives. You are very much a part of our team. Following is our consultative approach to risk assessment, which would be one of the first steps taken as your broker.

Risk modeling: Before any solutions are considered, the team engages in a series of risk analytics to better understand the impact of your risk factors and loss exposures, and how they correlate with your business strategies.

#### This includes:

Loss forecasts, accrual analysis, and collateral reduction analysis Cash flow modeling Loss sensitivity analysis Risk bearing capacity analysis Cost of risk allocation analysis Weighted average cost of capital MPL and MFL analysis

Limits and retention analysis: A critical next step is reviewing the appropriateness of limits and risk retention levels. We work with you to gain a complete understanding of your budget, risk appetite and cost allocation constraints so that we can help build flexibility into your program.

We utilize the following benchmarking to assist in our analysis:

RIMS Benchmarking Surveys – limits, retention, total cost of risk

NCCI Annual Statistical Bulletins – loss dollars by type, loss development factors

Advisen – 10,000+ companies, 60,000+ policies to benchmark your company next to your peers

USI Customer Database National Content – leadership and industry practices

Bureau of Labor Statistics – incident rates by industry, lost workday cases

OMNI Knowledge Engine – USI's proprietary, one-of-a-kind solutions platform providing real-time, interactive analytics supported by over 150,000 clients, thousands of professionals and 100+ years of client servicing

Policy review — do you have the right policies in place? When you purchase insurance, you fully expect that your policies respond promptly in the event of an insured loss. Our job is to make sure that you have the right policies in place. After taking over as your broker, we stress test your insurance programs. This is a multi-step process in which we review the appropriateness of coverage terms, conditions, and limits to your loss exposures, and we collaborate with you to re-assess your risks. Once we are confident that we have considered all relevant risks, we map these risks to your insurance programs — allowing us to understand the extent of coverage provided and identify the potential gaps.

USI will provide active advice, and recommendations on the adequacy of and/or deficiencies of the County's insurance coverage on an annual basis.

At the beginning of our partnership with the County and as part of an annual stewardship plan, our team of professionals meets regularly with you. We believe regular meetings are important to address ongoing and changing exposures, and frequent communication enhances our ability to satisfy your business needs.

Throughout the insurance cycle, USI engages in four key meetings with our clients as detailed in the following table.

Strategy and goal setting meeting	Renewal strategy meeting	Renewal proposal meeting	Stewardship
<ul> <li>Identify client business goals, risks, FICOR trending, and market outlook</li> <li>Set risk management goals and assign teams for each of the following areas:         <ul> <li>Pre-loss mitigation</li> <li>Risk finance</li> <li>Post-loss cost containment</li> </ul> </li> <li>Align client risks/ concerns with USI resources (see resource guide)</li> </ul>	<ul> <li>Review exposures, loss history, historical pricing, and policy wordings/exclusions</li> <li>Review market conditions for each line of business</li> <li>Review analytics — forecasts, stratification, retention, collateral, CAT modeling, benchmarking</li> <li>Set specific goals and options desired for each renewal</li> <li>Develop a marketing and negotiation strategy</li> <li>Establish a timeline and team assignments for execution</li> </ul>	<ul> <li>Present renewal quotations and available options</li> <li>Explain the advantages and disadvantages of each option, including cost/benefit analysis</li> <li>Provide analysis of collateral and cash flow impacts of each option</li> <li>Provide USI comprehensive recommendations with supporting analysis</li> </ul>	<ul> <li>Review goals established for the year and progress made on each</li> <li>Review continuing objectives and plans with timeframes for completion</li> <li>Obtain client feedback on what went well and areas where improvement is needed</li> <li>Plan risk identification and assessment update for completion and review at the strategy and goal setting meeting</li> </ul>

USI will present the County with a minimum of three (3) quotes for required insurance coverage as the market will provide, with not less than an AM Best's AVII rating.

150 days	Expiration list of policies and services for upcoming renewals provided to Account Team for
	review and assignment of marketing roles  USI meets with the COUNTY to develop the marketing strategy and timeline.
145 days	<ul> <li>Account Manager orders currently valued loss runs for past five years</li> <li>Order updated exposure and COPE information from customer</li> <li>Marketing Team produces the 120-day Marketing Timeline for the Customer Service team</li> </ul>
120 days	<ul> <li>Loss summaries are prepared within 30 days of the request to the carrier</li> <li>The 120-day Account Team Strategy Meeting is held to discuss the needs of the customer, the strategy for finding solutions, opportunities for program and coverage enhancements, and potential markets</li> <li>Select desired coverage, extensions and limits based on discussions with the customer</li> </ul>
60 to 90 days	<ul> <li>Prepare coverage specifications, submission documents, and cover letter to carriers</li> <li>E-mail or deliver submissions to markets</li> <li>Conduct discussions and meetings with underwriters as necessary, and arrange inspections for underwriters, if necessary</li> </ul>
30 to 60 days	<ul> <li>Obtain quotes; negotiate terms, conditions and pricing; review and compare quotes to the program design</li> <li>Marketer and Account Team meet and develop the proposal</li> <li>Complete the proposal, including market responses, program comparison, cost comparison vs. expiring program, and program total cost comparison</li> </ul>
10 to 30 days	<ul> <li>Deliver the proposal to the customer or prospect and secure placement order</li> <li>Obtain signed copies of the Property Statement of Values, Business Interruption Worksheets and Service Agreement</li> <li>Confirm payment terms, obtain the down payment and signature on the agreement if premium finance is desired</li> </ul>
0 to 10 days	<ul> <li>Order to bind coverage is provided to marketing, coverage confirmation and binders are delivered, explained to the customer, and signature is secured prior to the expiration date</li> <li>Certificates of insurance</li> <li>Provide claims consultant with special claims handling guidelines</li> </ul>

#### 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 County and present all reasonable offers in a timely manner along with the recommendations of the Broker.
- Place all coverage as approved by the County. 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 County Commissioners that meets every two weeks and items for their consideration need to be submitted four weeks in advance.
- Consultation and brokerage services to assist the County as agreed upon.
- This may be a multi-term contract for up to four years.

#### How does USI evaluate markets?

### Best quality and fit at the right price

We will market the county's insurance program to multiple, financially stable (A-VII or better), insurance companies each year to help ensure Lea County receives what best suit their needs, while providing broad coverage at fair, competitive prices. Our direct relationships with major carriers allow us to provide a thorough comparison of the range of options available for your program. Once this analysis has been conducted, we are able to provide an independent and impartial recommendation on which carrier's capabilities best match your program's needs. Our volume of business gives us tremendous insight into the current factors affecting public entity coverage, giving us the insight and understanding to better negotiate on our client's behalf. Our goal is to help deliver the best deal possible in terms of coverage, price, and service.

The following is a general list of the criteria we use for carrier and product evaluation:

- Pricing
- · Carrier rating (we recommend only carriers with a minimum A.M. Best's rating of A-)
- Carrier's history in the Public Entity market
- Ability to quote requested plan design
- Ability to offer additional plan designs and/or future plan design flexibility
- Ability to offer supplemental products

#### Monitoring insurer solvency

USI's objective is to place clients risks with insurers that are financially sound. In assessing the financial strength of insurers, USI relies upon statutory financial statements as well as the opinions and assessments of recognized rating agencies and other carrier review companies. USI authorizes insurers that it believes, at the time of placement, have the financial ability to fulfill their claim payment obligations to our clients. USI is not a guarantor of the solvency of insurers with which its brokers place business. However, our goal is to use reasonable measures to do business with financially healthy insurers. Our recommendations are based on financial and other relevant information that is available at the time of placement.

# USI will prepare and present an analysis of quotes received, with recommendations to the County for the preferred company and coverage.

We will endeavor to provide pricing and/or policy changes 75 days prior to renewal, however industry standards adhered to by insurance companies stipulate that pricing is prepared and released 30 to 45 days prior to inception.

USI will provide the County with a summary of market solicitation and provide analysis and evaluation of the various quotes obtained on behalf of the County. We practice transparency and will share all carrier quotations with the County.

#### USI will review each insurance policy, binder, certificate.

As an extension of the County's risk management team, we are committed to provide the County with a knowledgeable and stable account service team". Further to this commitment these insurance professionals work closely as a team internally as well as with each insurer in order to assure that the coverage accepted/purchased by the County is appropriately delivered.

USI maintains specific guidelines for review of policies. These standards require that we check each policy within 30 days of receipt from the insurer. Policies are reviewed in compliance with our policy checklists and binders which are issued at the time of policy inception. We will work with the County insurer(s) to correct any deficiencies swiftly. We will promptly deliver the policies to the County. If any deficiencies from the accepted proposal remain, we will provide a timeline for the resolution to the satisfaction of the County.

USI's guidelines stipulate that we analyze each policy within 30 days of receipt from the insurer. This analysis is captured in a delivery document which details our findings.

# USI will meet with County personnel or designated representative, and/or other County officials to explain the quotes and insurance coverage as necessary.

Throughout the year, our team of professionals will meet regularly with you. We believe regular meetings are important to address ongoing and changing exposure and frequent communication enhances our ability to satisfy your business needs.

An Annual Stewardship meeting is an essential part of our service plan. While USI has a basic description of this process, this meeting is driven by the services required by each client. Current and historical premium and claims information will be provided during this process in order to meet the service expectations of the County. The minimum features of this process are:

Stewardship reviews – We provide an annual stewardship review that summarizes the services provided in the previous year; special projects undertaken, coverage recommendations, and emerging issues

Customer satisfaction – We ask for feedback on our performance annually as a minimum

Procedural issues – We ensure that there are written protocols in place, especially for claims handling

Stewardship reporting

We provide our clients with an annual stewardship report, and we customize this document to fit your specific needs. In general, our report is a comprehensive analysis that includes a critical coverage audit; current program benchmarking; claims review; state of the market discussion; a review of the County's strategic goals and objectives for renewal; and our assessment of the team's performance during the year. In addition to setting objectives, the report will illustrate how our service team manages your risk management program and your total cost of risk. It will provide:

- Key accomplishments since the relationship inception
- Status of goals and action plans for the current year, including our recommended renewal objectives
- o A total cost of risk report including premiums, retained losses, and brokerage claims and loss control fees
- o An analysis of the current insurance market and future outlook
- o A performance review of your dedicated service team
- o Accomplishments including risk control, claims, and financial services
- Important insurance issues and program details for current and future consideration
- o Agreed upon goals and objectives for the upcoming year

We welcome an annual service evaluation to review and adjust our services as needed, to learn what continues to be important to the County, and to assist in establishing annual service plans, goals, and objectives that will be meaningful.

USI will provide a full range of services, including but not limited to analysis of risk exposures, risk identification, written analysis, insurance placement, written recommendations, as requested by the County.

### Risk assessment process

Our objective with this assessment is to gain an understanding of your operations, external environment, philosophies, strategic approaches, and financial make-up. This process helps us in three ways. First, it aids us in identifying the risks your organization faces. Second, it helps us to better understand the types of risk management programs that work best for the County. Finally, it gives us the necessary knowledge of your operations to best position you in the marketplace.

Once we have identified, quantified, and qualified the County risks through our risk assessment process, the next step is to determine how to address these exposures incorporating a risk strategy filter as illustrated in the following graphic. Treatment of risks varies depending on a multitude of external (e.g. industry, environment, and regulatory) and internal (best practices, risk philosophy, culture, and risk appetite) factors. The filter is designed to tailor solutions based on your specific objectives, philosophies, and the needs of your internal and external constituents.

- 1.1. The Broker shall provide the services listed above for the following policies and activities:
  - 1.1.1 The County purchases an Environmental Impairment Liability policy for various County exposures. The County also is a property owner where four (4) public waste collection and transfer stations operate.
  - 1.1.2 The County purchases an Airport Owners Liability Insurance policy for its airports at Hobbs, Lovington, and Jal.
  - 1.1.3 The County purchases an Accident and Health Policy for the County related activities of its volunteer fire fighters.
  - 1.1.4 The County purchases general liability and law enforcement policies.
  - 1.1.5 The County purchases insurance for errors and omissions for its elected officials and employees.
  - 1.1.6 The County purchases insurance for its 1979 6-seat Cessna TU206G.
  - 1.1.7 The County may request the broker to provide other insurance related services to include actuarial analysis of county 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.

## The USI ONE Advantage®

As a leading insurance brokerage and consulting firm the USI ONE Advantage is a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE represents Omni, Network, Enterprise — the three key elements that create the USI ONE Advantage and set us apart from the competition.



## Omni Knowledge Engine<sup>TM</sup> – USI's proprietary analytics

Omni, which means "all," is USI's one-of-a-kind solutions platform — real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 150,000 clients, thousands of professionals, and over 150 years of business activity through our acquired agencies into targeted, actionable solutions.



#### Network - USI's local and national resources

USI has made a very large investment in local resources and technical expertise, with more than 7,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.



#### Enterprise – USI's team-based strategic planning

USI's enterprise planning is a disciplined, focused,

analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying, and minimizing client risk exposures.

Your USI team brings a broad and deep expertise to GSD/RMD leveraging our USI ONE® process. We work to understand your company and your challenges so you can focus on growing your business. These solutions are derived from our proprietary **Omni Knowledge Engine™**. Omni Input estimates – \$612,000 in premium savings and \$7,750,000 in reduced exposures.

With superior middle market breadth and depth of property & casualty resources, we empower our clients to do what they do best – lead and grow their businesses.



Risk advisory filter		
Risk assessment		Loss prevention strategies
Market conditions	Risk filter  Financial objectives	Claims management
Catastrophic exposures	<ul><li>Risk appetite</li><li>Risk philosophy</li></ul>	Employee wellness programs
Employee injuries  Loss trends	<ul> <li>Organizational culture</li> <li>Internal constituencies</li> <li>Contractual constraints</li> </ul>	Continue best practices
Economic conditions	- Contractual constraints	Business continuity plan
Inputs		Optimal solutions

You need a risk management partner to assist you in balancing these risks — both new and existing — to create a comprehensive risk management program. We understand that, as a public entity, risk management is only part of what you do, which is why we feel our consultative approach to risk management services and brokerage dovetails nicely with the already successful risk management program you've implemented.

Our risk assessment is conducted annually as we prepare for our marketing efforts, but it is also conducted each time one of our clients pursues a new operation, acquisition, or change in risk. Risk management is not static, and neither are your operations. As your partner, we foresee a constant and ever-evolving assessment of your operations to provide you with the best recommendation.

As explained throughout our response, we believe our team, resources, and technology tools will meet and/or exceed your expectations and requirements.

USI understands the need to be data-driven to achieve optimal results within the County's risk management program. That is why we enhance our risk management consulting with innovative technology solutions — OMNI - and a focus on analytics. We believe that the combination of our experience with public entity clients, coupled with a focus on data and technology allows us to deliver the best service and most comprehensive consultation to the County.

Further, we propose to provide the County a complete property and casualty insurance brokerage and consulting model designed to support, assist, work on behalf of, enhance, and provide consultation and guidance to you and propose to do so with best practices in mind. We will execute this promise with a fully seasoned, best-in-front team of brokers, claim advocates, and analytical professionals. We will provide a methodical approach to the engagement adhering to USI standards and protecting the best interest of the County.

Part of our risk analysis is a thorough review of your insurance policies. We critically assess whether or not the policies are truly protecting the assets you intend. Our assessment is performed by your key-service team utilizing the national experts available for the County. Our team has more than 100 years of experience combined and uses that experience to perform a detailed assessment of your policies. We review your coverage terms, premiums, limits, deductibles, carrier choices, and overall placement strategy to ensure your current program meets or exceeds your needs.

One of the unique aspects of our service team is the inclusion and availability of our claims and loss control resources, and they are critical to the review of your insurance policies. Our brokerage team works closely to scrutinize policy language with the experts that see the reality of that language every day. Your insurance program is only as good as the claims it pays, which is why a full consultative approach is USI's model. We cannot work in silos or a vacuum when it comes to providing expert advice for our clients.

We would work with the County to provide our gap analysis within the first 45 days of becoming your broker partner. Any deficiencies found in the program would be addressed immediately.

Once the risk analysis is complete, we personally meet with each individual carrier, including key executives and line underwriters, to present your account. In this initial phase, we focus on carriers with knowledge specific to your industry. This would include proven longevity and commitment to the public entity industry, claims and loss control, and coverage expertise. Following the initial meetings, we eliminate carriers who do not meet the established criteria or have other constraints not aligned with your organization and develop a group of finalists.

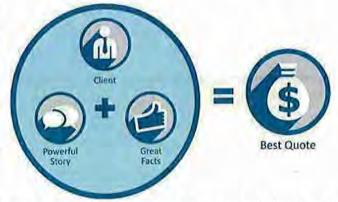
After the carrier finalists are identified, we strongly recommend a second round of meetings with the finalist carriers which would also include the County Risk Management and the USI account team members. We generally hold all meetings on one day, either at the USI offices, or if you prefer, your location. This step is extremely helpful in personalizing the account with the underwriters by giving them a clear understanding of your growth objectives, safety controls, risk tolerance, and what you expect from a carrier. This process also lends itself to relationship building between the County and the carriers.

## USI's brokerage and marketing philosophy

We believe that while the broker's market partnerships, marketing, and negotiation skills are important, the most powerful thing a broker can bring to the underwriting community is a client with a great story to tell.

We will focus our efforts 365 days a year on helping the County improve their risks and risk management practices to create a continuously improving set of facts that will support a great story every time we approach the market.

Our strategy for placing insurance is to start the process early and present a complete program proposal with options for consideration, well in advance of predetermined deadlines and/or renewal dates. We provide a full review of proposed policies to ensure that the broadest terms and conditions in the marketplace are included in your coverage. Our detailed policy summary



highlights essential terms and conditions. We also identify any shortcomings in your policy coverage and advise you of solutions to mitigate those issues.

Your USI service team works collaboratively with our local brokerage and placement experts, as well as our national and regional resource groups, throughout all phases of the process. Our carrier selection effort is thorough and focused on matching you with carriers with a proven commitment to your industry. Each finalist must possess the proper underwriting, claims, and loss control experience, as well as broadness of coverage to ensure a comprehensive, competitively priced, and sustainable program.

Our primary responsibility and focus is to gain a clear understanding of the County's short- and long-term goals, priorities, and expectations. This will enable us to evaluate the adequacy of your existing program structure, maximize cost-effectiveness, and formulate viable alternatives that will allow for growth commensurate with your plans.

Once the risk analysis is complete, we will arrange discussions with the respective carriers (including face-to-face meetings as appropriate), including key executives and line underwriters, to present your account. In this initial phase, we focus on carriers with knowledge specific to your industry. This would include proven longevity and commitment to the public entity industry, claims and loss control, and coverage experience. Following the initial meetings, we

eliminate carriers who do not meet the established criteria or have other constraints not aligned with your organization and develop a group of finalists.

Once the carrier finalists are identified, we strongly recommend a second round of meetings with the finalist carriers which would also include the County's Risk Management and the USI Account Team members. We generally hold all meetings on one day, either at the USI offices, or if you prefer, your location. This step is extremely helpful in personalizing the account with the underwriters by giving them a clear understanding of your growth objectives, safety controls, risk tolerance, and what you expect from a carrier. This process also lends itself to relationship building between the County and the carriers.

There are three key components critical to creating competitive advantage in the marketplace:

Knowledge	Strategy	Execution
<ul> <li>Knowledge of the County</li> </ul>	Accessing the market	Commitment to the County
<ul> <li>Your risk appetite</li> </ul>	Developing the story	<ul> <li>Team ability and empowerment</li> </ul>
Desired outcome	Presentation to the markets	Innovation and creativity
The insurance marketplace	Timeline for the overall placement	Effort
<ul> <li>Insurance carriers</li> </ul>	• Design	• Focus

# USI will represent the County in communications with underwriters, claims adjusters, or other interested parties.

Client underwriter meetings, negotiations, and placement – We strongly believe that direct meetings between the insured and the underwriters are critical. Full transparency between the County and the respective insurance carriers lead to long-term partnerships that are mutually beneficial. Transparency also creates opportunities for you to become comfortable with those responsible for handling your account.

USI will regularly advise the County on insurance trends, market conditions, large industry losses, financial stability of any insurance companies writing policies for the County, or any other items having the potential to materially impact any insurance coverage carried by or claims processing services provided to the County.

USI follows the news and collects information from markets and regulators on new developments in their respective lines of business. They produce risk advisories on new developments that are communicated to all team members when released. Your team will have access to all of this information and will pass on items that are relevant or of interest to you.

As mentioned throughout this RFP response, part of our ongoing service dialogue with the County, we will discuss market developments, underwriting trends, the litigation environment, and other matters impacting the availability and cost of insurance coverage. At our annual pre-renewal strategy meeting, we typically have a detailed discussion of the current state of the insurance market and relay our thoughts and recommendations regarding coverage structure. Throughout the course of the year, we update our recommendations and provide additional observations based on current developments in the insurance market and the changing needs of the County. We forward industry commentary and articles of interest to our clients on a regular basis.

We gather market information from our own experience in placing similar risks, by participating in various industry organizations (i.e., Risk & Insurance Management Society and CPCU Society) and through internal resources.

USI is not a guarantor of the solvency of insurers with which its agents place business. The goal is to use all reasonable measures to do business with financially healthy insurers.

#### 1.2 Broker Qualifications Shall Include:

- 1.2.1 Licensed in the State of New Mexico without any restrictions (Mandatory Requirement).
  - O USI is licensed in New Mexico without any restrictions.
  - 12.2 Errors and omissions insurance on your firm in the amount of notless than \$1,000,000 (Mandatory Requirement).
  - o Please see the Certificate of E&O insurance provide in the appendices of our proposal
  - 1.2.3 Information identifying technical competence of your business that includes the identification, Organization and accessibility of personnel.
  - o Please see the USI team biographies provided in section 1.2.5
  - 1.2.4 Past experience with public entity clients and ability to meet schedules.

#### **Experience with handling public sector clients**

Members of the proposed team have extensive public entity client expertise and we understand the balance that exists between "when to purchase insurance" and "when to self-insure." Your team members help their clients implement risk management strategies like departmental cost allocation and incentive-based safety programs. They provide training for governmental employees (contractual risk transfer and claim reserving best practices) and help manage complex claims to successful settlement.

As a company, we have several industry sectors we focus on to deliver insurance products and services. Within the public sector, we handle all lines of property/casualty insurance, employee benefits, and bonds. This group represents clients who are county governments, cities and towns, public utilities, airports, bus/rail transportation systems, and specialized governmental agencies representing law enforcement, joint power authorities, and school districts.



USI is committed to serving public sector clients. We support a national/regional public sector resource group to provide industry knowledge, market information, and assistance to the USI brokers who serve governmental entities throughout the country. We serve as broker for public entity clients at all levels, including state, municipal, public works, and public education.

With over 4,600 public sector clients, USI demonstrates the capacity to address the current and emerging needs of the County. Some public sector accounts handled by USI regionally include:

Cities:	Counties:
City of El Paso	Doña Ana County
City of Lubbock	■ El Paso County
City of Midland	<ul> <li>Lubbock County</li> </ul>
City of Dallas	<ul> <li>Midland County</li> </ul>
City of Mesquite, TX	<ul> <li>Howard County</li> </ul>
City of Port Arthur	

USI serves numerous other municipalities nationwide.

USI also has served the public sector for project specific engagements such as the following:

Claims audit (third party administrators)

Loss control analysis

Safety services - customized contracts to provide supplemental safety professionals to staff (outsourcing)

Environmental due diligence

Independent risk assessment

Litigation management

Although our team reflects expertise in the public sector, our professionals also bring valuable experience in complex risks from a variety of industries, including but not limited to transportation, distribution, education, and manufacturing. We believe this breadth of experience (and solutions) will benefit the County.

Our public sector resource group networks with one another and draws on the group's experience in a collaborative environment. Each month we have a public entity practice group conference call to discuss risk management trends, the public entity insurance marketplace, newly developed resources, and other issues relevant to our public entity clients. Team members in the public entity practice have been selected for their particular skill set in brokering, servicing, marketing, claims handling, and overall risk management capabilities. The work we do for our public sector clients encompasses a full range of risk management services, property, casualty, environmental, and management liability exposures.

1.2.5 Information identifying your film's capacity and capability to perform the work required by the County, including any specialized services, and resumes of key personnel to be assigned to the County. Access to insurance markets that provide coverage for (a) public entity liability insurance, (b) environmental impairment liability insurance, (c) airports and airport operations, and (d) health and accident insurance for volunteers.

## USI's team of professionals

Following are the key individuals on your service team, who will take management responsibility of your account.

### **Team Co-Leaders**

#### **James Zanios**

Vice President, Property & Casualty 505.219.0269

james.zanios@usi.com

James started with USI in April 2018. While relatively new to the insurance brokerage business, James came to USI after running a privately held business that, when it sold in 2009, had over 600 employees, three regional warehouses, and over 150 delivery trucks. His knowledge comes from the client side of the business — in particular, his detailed experience in managing the risk solutions for his business as it grew from a small local business to the largest foodservice distributor in the region. James also spent four years as Executive Director of the New Mexico Independent Auto Dealers Association after the family sold their business.

James earned a B.S. in Business Administration from the University of Southern California Marshall School of Business, is a graduate of the Albuquerque Academy, and has extensive service in the community that includes current board positions with the Children's Cancer Fund of New Mexico, Presbyterian Healthcare Foundation, and Wings for Life International.

#### Jim Brundage

Vice President, Property & Casualty 915.534.9457 jim.brundage@usi.com Jim joined the agency in 1978 and specializes in Public Entity Insurance, Risk Management and Claim Services. Jim currently works with 25 ISD's, 9 Junior Colleges, 6 Counties and 5 Cities in Texas. A graduate of the University of Texas at El Paso, he serves as President of the Board of Directors for El Paso Human Services, a not profit agency providing services to underprivileged families and residence for teenagers leaving foster care. Jim is also a Partner in Education with many of the school districts he works with. He is past president of the El Paso Independent Insurance Agents Association, past member of the El Paso Jaycees, and past State Board Member of the Young Independent Insurance Agents of Texas. He holds the Certified Insurance Counselor designation, Certified School Risk Manager designation and is a Licensed Risk Manager.

### **Executive Leadership**

#### John Collado

President & CEO, Southwest Region 713.490.4564 john.collado@usi.com Since 1996, John's role has been to establish, expand, and oversee USI's Southwest operations and strategies. The Region currently comprises a revenue base of approximately \$180 million across 12 offices from Arizona to Alabama. Prior to USI acquiring The Anderson Company, John served as a Senior Vice President for 14 years, with a primary emphasis in program development and management. John received a Bachelor of Arts (B.A.) in Economics from the University of California in Los Angeles. Since January 2016, John has served on the Board for Memorial Hermann Health Solutions.

#### **Bart Kinney**

President
USI Albuquerque
505,219,0280
bart.kinney@usi.com

Bart has served in leadership roles since 1985. He served as President of an Albuquerquebased insurance agency for 25 years, Managing Director of the Wells Fargo Insurance Albuquerque office for four years, and finally as President of USI Southwest's Albuquerque office since 2014. Bart's specific emphasis has always been in risk management and surety bonding. Bart earned his Bachelor of Accountancy from New Mexico State University in 1981, with Honors. He also earned a CPA license in 1983 (currently inactive).

#### **Core Service Team**

#### **Robb Pridemore**

President
USI El Paso
915.534.9710
robb.pridemore@usi.com

Robb joined USI in January 1997. As a licensed risk manager, Robb has clients among a variety of different industries with an emphasis in public entities. Robb attended the University of Texas at El Paso on an academic scholarship and graduated with a Bachelors of Business Administration in Finance. He has served with civic and philanthropic organizations such as Leadership El Paso with the Chamber of Commerce, Big Brothers and the UTEP Alumni Association. Robb has earned the designations of Accredited Adviser in Insurance (AAI), Certified Insurance Counselor (CIC) and Certified School Risk Manager (CSRM) and Certified Risk Manager (CRM). Robb holds a risk managers license and is licensed to do business in multiple states.

#### Stuart Kuyper

Vice President, Property & Casualty 505.219.0282 stuart.kuyper@usi.com Stuart has been with USI (formerly Wells Fargo Insurance) since 2011. His responsibilities include the design and implementation of risk management and alternative risk programs, relationship management, and peer review. Stuart received his B.A. in Business Administration from Winona State University in Winona, Minnesota. He was in the U.S. Army from 1966 – 1970. Stuart has served on the Board of Directors for both Goodwill Industries and ARCA Foundation Board (as Treasurer).

#### Tina Jojola

Account Manager 502.219.0292 tina.jojola@usi.com Tina began her insurance career in 1997 with Harleysville Mutual Insurance Companies as a Premium Data Specialist and Trainer, specializing in Commercial Insurance. She attended Wayland Baptist University and graduated Cum Laude with a Bachelor of Science in Occupational Education. She joined the agency in 2014 as an Account Representative, Commercial Insurance. Tina handles a wide variety of large commercial accounts with an emphasis in Construction, Real Estate Development and Nonprofit Organizations. Tina was awarded the Summit Award in 2014 from USI Southwest.

### Cristy Urquidi, CISR Senior Account Manager

915.534.9456 cristy.urquidi@usi.com Cristy began her insurance career in 1996 with Allstate Insurance, specializing in Personal and Commercial Insurance. She joined the agency in 2000 as a Commercial Insurance Specialist. Cristy handles large commercial accounts with an emphasis in Public Entities, Private Schools, Real Estate Development, and Distributors. Cristy is also the IT Liaison for the El Paso office. Cristy was awarded the Wells Fargo Service Excellence Award in 2010, 2012 and 2013. She was also awarded the Summit Award in 2014, 2015, 2016 and 2018 from USI Southwest. She has earned the Certified Insurance Service Representative designation and continues with her studies toward the Certified School Risk Management and Certified Insurance Counselor Insurance designations.

### **National Resources**

#### Claims and Risk Control

#### **Brian Goetsch**

Senior Vice President, Claims 713.490.4726 brian.goetsch@usi.com Brian represents claims in the marketing, prospecting, and stewardship efforts of the Regional Claims Practice. He is a Senior Claims Consultant/Client Advocate on complex claims, coverage application issues, and response to Carrier Reservation of Rights/Claim Denial letters. In addition, Brian leads the Southwest Marine & Energy Claims Group, is a member of Southwest Regional Technical Resources Team and a regional liaison to the USI National Claims Practice, and liaises with National Claim/Operations Leaders in other regions on special projects, as needed and directed (Example: 2012 Storm "Sandy" in the Northeast tri-state area). Brian has received his A.S. and B.S. degrees in Geology from the College of Lake County, Illinois, and Southern Illinois University, respectively.

#### Mike Rogers

Vice President, Texas and New Mexico Claims 915.534.9463 mike.rogers@usi.com Mike Rogers is a Claims Manager for USI in the El Paso, Texas location. He performs claims management and risk consulting services to commercial clients ranging from public entities to publicly- and privately held manufacturers and service providers for all types of claims. A graduate of the University of Oklahoma, Mike earned a B.B.A. in Real Estate/Finance with emphasis on insurance. In addition to holding a multi-line Texas Claim Adjuster License and a Local Recording Agent's license, he has earned the Associate in Claims (AIC) designation through the Insurance Institute of America and continues with studies toward the Certified Risk Manager (CRM) and Associate in Management (AIM) designations.

#### **Loss Control**

Ken Mushet, CSP, MBA/TM, REM Risk Control Consultant 602.234.4127

ken.mushet@usi.com

Ken joined the USI Insurance Services as a Risk Control Consultant in the Southwest Region to provide its clients with risk control, loss control, and safety related value-added services. With 15 years' experience managing safety, health and environmental programs at large complex risk businesses and unique start-up companies, he has primarily served as an Environmental, Health and Safety Manager. Ken has also provided insurance risk control services to public entity, construction, manufacturing and social service clients for 13 years. Ken has experience helping to improve safety culture and reduce losses with clients primarily in the states of Arizona, California, Nevada, New Mexico and Texas. He has a degree in Industrial Technology from Arizona State University and a Master of Business Administration in Technology Management from the University of Phoenix. Ken and has attained the Certified Safety Professional (CSP), and Registered Environmental Manager (REM) professional designations from Board of Certified Safety Professionals and the National Registry of Environmental Professionals.

#### Casualty

**Scott Larson** 

National Casualty Specialist 713.490.4706 scott.larson@usi.com Scott began his insurance carrier in 1979 with American International Group (AIG), where he served for 10 years as an international managing underwriter. He joined USI in 1990 where he currently specializes in casualty marketing of major accounts. He is responsible for carrier relations, negotiations, and placement of coverages. Scott has an extensive background on alternative financial funding programs such as deductibles, incurred and paid loss retros, self-insured retentions, and captives. Scott graduated with honors from the University of Tennessee in 1976.

#### Environmental

Camille Rogers, ERM

Environmental Specialist 713.490.4559

camille.rogers@usi.com

Camille Rogers is the Environmental Risk Specialist for USI's Southwest Region. In this role Camille is responsible for leading and implementing environmental risk solutions and practices for the region. In addition to leading the regional processes, Camille also serves as resource for market knowledge, environmental risk evaluation and insurance program assessment. Camille uses a technical process to evaluate the environmental risk of a wide range of complex accounts including; consultants, large real estate investment firms, public entities, manufacturers, distributors, contractors and more. She is experienced with risk identification, risk transfer, the acquisition due diligence process, environmental site assessment reviews, contract reviews, indemnity reviews and insurance language negotiations. Camille has over 12 years of experience in the insurance and risk management industry. Prior to joining USI, she was a team member in the energy department at a large national broker. Camille is a graduate from West Virginia University with a Bachelor of Science Degree in Family and Consumer Sciences. She has also earned the nationally recognized professional designation of Environmental Risk Management (ERM) from the Environmental Risk Strategies Institute at the University of Houston. Camille continues her professional growth and development through various classes directly relating to her career field.

#### Aviation

James Van Meter National Aviation Specialist

470.875.0384

james.vanmeter@usi.com

James Van Meter serves as the National Practice Leader for Aviation in Atlanta, Georgia. In this role James leads the national aviation team and works closely with the USI sales team to establish and maintain relationships with key clients and the aviation underwriting community. James began his career in aviation insurance in 2004 and joined USI in 2020. Prior to joining USI, James worked for numerous global aviation insurance companies in a variety of underwriting roles and leadership positions. His last position was as Vice President of Aviation Underwriting and Top Expert at Allianz Global Corporate & Specialty. In this role, James managed a diverse portfolio of national aviation accounts, aviation programs and he oversaw new product development.

James received his Juris Doctor from Southwestern Law School. He also received a Master of Business Administration in Aviation and a Bachelor of Science in Aviation Business Administration from Embry-Riddle Aeronautical University. James served honorably in the United States Marine Corps and is a Veteran of Operation Iraqi Freedom. James is a licensed attorney in the State of California and is a licensed Property and Casualty agent in Georgia. James is an active pilot and holds a commercial pilot license with multi-engine, instrument and remote pilot ratings. James started flying when he was a teenager and has flown a variety of general aviation aircraft throughout the United States.

#### **Risk Management**

### Mildred Nietsche Director of Risk

Management 713.490.5485 mildred.nietsche@usi.com Mildred joined USI Risk Management Services of Texas, The Risk Management consulting division of USI Insurance Services of Texas in October 1991. Her primary responsibility is the delivery of claims management services for large casualty programs. Along with the management of day-to-day claims services, Mildred is also responsible for overseeing and developing consultative claims management strategies including process improvement and analysis, accelerated claim closure, managed care, litigation management, vendor management, and structured settlements.

#### Marketing

#### Randy Green, Sr.

Southwest Vice President, Marketing 713.490.4595 randy.green@usi.com For the past 35 years, Randy has been with USI (formerly The Anderson Company) as the senior officer responsible for USI's insurance carrier relationships. Randy also continues to be heavily involved in the overall plan designs of most of USI's property and casualty clients' risk management programs. Randy earned the Associate in Risk Management (ARM) designation in 1989. Randy earned his B.S. in Mathematics from the University of Southwestern Louisiana and is also a graduate of Rice University's Jones Graduate School of Business.

#### 2.2 Conceptual Proposal Shall Include:

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

#### 2.2.1.1 Identify the markets that you would approach in order of your preference

- o AXA XL
- o Great American
- o Beazley
- o Ironshore
- o Chubb
- o Allied World
- o Navigators
- o Aspen
- o Ascot

#### 2.2.1.2 For each market, indicate whether the insurer is admitted in New Mexico.

Due to the unique coverage requirements for EIL, each of the carriers we are suggesting will be Non-Admitted so we can offer the broadest coverages available.

#### 2.2.1.3 Indicate any variations in the broadness of the coverages offered by these markets.

In the environmental market coverage is typically on a surplus lines basis and forms will vary, as such each carrier will offer a variation of coverage depending on their appetite and underwriting guidelines. The broadness of coverage offered by the markets will depend on appetite, underwriting guidelines and quality of underwriting data provided. Forms can also change from year to year, so it is important to work with a broker who is experienced and well versed with environmental coverage and current policy language.

#### 2.2.1.4 Identify the major coverages, exclusions and conditions associated with the coverage forms.

Environmental forms are not standardized, and appetites vary, so exclusions will depend on market appetite, site conditions and underwriting data available. There are many pollution insurance products, the two of the most common are site pollution liability and contractor's pollution liability. Site pollution liability generally offers protection from unknown pollution conditions arising from your owned/leased sites. Construction pollution liability is generally to protect against incidents caused while working on a third-party site. Pollution policies will not look to cover what is known (i.e. known pollution conditions will be excluded). For consideration of pre-existing coverage proper underwriting data is required.

## 2.2.1.5 Identify any additional issues you would suggest the County consider when purchasing this coverage.

As counties can involve a variety of operations their environmental exposures vary as well. General topics to consider are:

- Historical operations at owned sites
- Gifted land with historical issues
- Current operations at owned site
- Landfills methane emissions, odors, impacts to soil and groundwater, adjacent properties, diminution in value of surrounding properties
- Airports de-icing, fueling, maintenance, cargo storage
- Vehicle yards and maintenance police stations, bus stations, equipment, county vehicles
- Indoor air quality mold, legionella
- Aged structures lead based paint, asbestos
- Warehouse storage

- Water services -wastewater treatment, discharge, chemical treatments, biological impacts
- Midnight duping
- Tenant operations at owned sites dry cleaners, hospitals, gas stations, restaurants, etc.
- Underground and above ground tanks
- Community pools loading/unloading and storage of ammonia, chlorine, and other chemicals
- Use of herbicides and pesticides
- Construction projects improvements, developments renovations
- Working on third-party sites
- Fire departments activities firewater runoff, fire retardant chemicals
- Intentional acts from disgruntled employees
- Business interruption due to pollution event
- Risk transfer practices
  - o Contractors for pollution conditions caused by contractors
  - o Tenants pollution policies protecting the County from tenants' operations, contractual agreements
  - O Tank operators who owns/operates the tanks? Who is responsible for financial responsibility of the tanks?

# 2.2.2 A description of the issues that the County needs to consider in placing Accident and Health Insurance for Volunteer Fire Fighters. As part of that description proposals shall:

#### 2.2.2.1 Identify the markets that you would approach in order of your preference.

- o Provident Insurance
- o VFIS
- o Selective

## 2.2.2.2 For each market, indicate whether the insurer is admitted in New Mexico

o Admitted

## 2.2.2.3 Indicate any variations in the broadness of the coverages offered by these markets

- O Heart Permanent Physical Impairment Benefits are provided and:
  - No reduction in benefits if a member is over age 40
  - Does not require 26 weeks of Total Disability to qualify for benefits
- o Illness Permanent Physical Impairment Benefits:
  - Benefit is payable based on the impairment rating and not tied to the member's disability status
  - No requirement of 5 years to total disability to qualify for impairment benefits
- o Total Disability Benefits:
  - Benefits for volunteers and part-time personnel are payable beyond 5 years
  - For injuries up to lifetime and for illnesses the greater of 5 years or to age 67
- Partial Disability Benefits:
  - Volunteers and part-time personnel are payable beyond 1 year
  - Require for injuries and illnesses; the greater of 5 years or to age 67
- Family Expense Benefits:
  - Provides coverage for travel, food, lodging, loss of income, as well as other reimbursements
  - Offers an aggregate for use without a daily maximum

#### 2.2.2.4 Identify the major coverages, exclusions and conditions associated with the coverage form

- o Review of definition of triggering events including for infectious disease (example: COVID-19 exposure or confirmed diagnosis). Also, for heart conditions (such as heart attacks)
- O Review of medical expense limit and whether primary or excess over available personal medical coverage
- Review of lost wages limit for first 4 weeks and subsequent 4 weeks disability or triggering event. Note many volunteer firefighters/EMS personnel have their own businesses, may not carry disability coverage, or may be unemployed or furloughed. Very important coverage benefit
- o Review of A/H coverage terms, conditions, and exclusions, to I.D. relationship with specific statutory benefits available under the state workers compensation statute. For example: in CT the WC statute defines "fire duties", which includes responding to and from emergencies, acting at the emergency, and also training activities.
- Fundraising activities and regular maintenance on or around firehouses <u>are not</u> included in the definition of "fire duties"

## 2.2.2.5 Identify any additional issues you would suggest the County consider when purchasing this coverage.

- De sure the carriers offer the coverages shown in 2.2.2.3 & 2.2.2.4
- O Coverage is provided within the First Responder Assistance Program for members and their families and does not need to be a result of a fire department activity

# 2.2.3 A description of the issues the County needs to address in placing insurance on the three County Airports. As part of that description proposals shall:

USI's National Aviation Practice is dedicated to risk management and insurance solutions for the aviation industry. As former Aviation Underwriters, active Pilots and Attorneys, the USI National Aviation Practice provides first-hand, comprehensive knowledge of the aviation sector. Our industry expertise includes corporate aviation, aircraft management, municipal/government airports and fleets, commercial aviation (fixed wing and rotary wing), maintenance repair and overhaul facilities, regional, national and international air carriers, on demand air taxi services and aerospace/aviation manufacturing. USI's Aviation Practice brings a complete understanding of the specific risk management challenges associated with aviation related businesses such as employee and passenger safety, terrorism, government regulations, technology and complex operations locally and abroad. USI currently places coverage for over 115 airports throughout the United States.

USI's risk management programs and services for aviation and airport businesses include:

- Airport Liability
- Aircraft Hull and Liability
- General Liability
- Aircraft Products Liability
- Environmental Liability
- Workers' Compensation
- Auto Liability
- Cargo Liability
- Property Coverage
- Management & Professional Liability
- Aviation Risk Management Consultation

- · Aviation Loss Control
- International Exposures
- Insurance Program Audits and Program Design
- Claims Management and Audits by USI Aviation Claims Professionals
- Contractual Review and Analysis for insurance related stipulations across Management Agreements, Purchase Agreements, Maintenance/FBO Contracts, Hangar Agreements and Charter Agreements
- Emergency Response Planning

To analyze our client's business issues and challenges, our Aviation Practice leverages USI ONE<sup>TM</sup>, a fundamentally different approach to risk management. USI ONE integrates proprietary business analytics with a network of local and national technical experts in a team based consultative planning process to evaluate the client's risk profile and identify targeted solutions. Clients then receive tailored recommendations for improving their total cost of risk.

## 2.2.3.1 Identify the coverages, limits, deductible, and self-retentions that you would recommend to the County for its airport exposures.

USI will conduct a full review of the current airport liability program, contractual obligations, exposures and loss experience in order to identify the appropriate coverages, limits and deductibles best suited to protect the County. In general, we see similar airport operations carrying between \$5 mil to \$100 mil in liability coverage. Multiple deductible options will be obtained to maximize the efficiency and value of the insurance program but generally range from \$1,000 to \$10,000 each occurrence for airports of similar size.

- 2.2.3.2 Identify the markets that you would approach in order of your preference.
- 2.2.3.3 For each market, please indicate whether the insurer is admitted in New Mexico.
- 2.2.3.4 Indicate any variations in the broadness of the coverages offered by these markets.
- 2.2.3.5 Identify the major coverages, exclusions and conditions associated with the coverage forms.

USI's placement practices require that all insurance companies have a minimum AM Best Rating of A-, VIII or better. We have a carrier initiatives team that is dedicated and responsible for monitoring any changes in carrier ratings. In the event that a carrier we do business with is downgraded below 'A', communication is initiated with each and every USI office. This correspondence includes details to the carrier being downgraded and any affiliated companies, a list of clients that have coverage with said carrier and instructions for communication. USI will immediately notify our affected clients and provide an option to remain with the carrier or we will replace coverage with an acceptably rated carrier. Although this is not a common occurrence, it is vital in our approach to providing best in class service from financially strong carriers.

#### USI will approach the following admitted aviation insurance markets:

- o Chubb North America (formerly ACE) Admitted in NM
- o AIG Aerospace Admitted in NM
- o Starr Aviation Admitted in NM
- o Old Republic Aerospace Admitted in NM
- o Allianz Aviation Admitted in NM
- o OBE Admitted in NM
- O W. Brown and Associates Admitted in NM
- o AXA/XL Admitted in NM
- o Global Aerospace Admitted in NM
- o USAIG Admitted in NM

USI has chosen these markets because of their participation in the airport liability vertical and each company's ability to offer broad coverages for airport operations. Each of these companies also have very capable claims departments with experience handling complex airport liability claims. The policy form used by each company is an Aviation General Liability policy and there are specific coverages tailored to the exposures of airport operators. Each company has their own version of "broad form airport" coverages. As part of the placement process, USI will negotiate for the broadest terms & conditions from each of these carriers. USI will present coverage options and highlight major coverages, exclusions and conditions that are particular to the most competitive coverage offerings.

2.2.4 Explain other insurance related services you can provide to include actuarial analysis of county 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.

## Claims Reporting Installation

In order to facilitate an efficient and timely claim intake process, most insurance carriers and third-party administrators (TPAs) today offer web-based or 24 hours a day, seven days a week, telephonic claim reporting methods already embedded in Lea County's premium or administration costs. Therefore, we focus our efforts on installing the best methods available so that most of your claims can be directly reported to your insurance carrier or TPA. This ensures the claim handling process starts without delay. Our consultants help you establish turnkey claims processes focused on improving claim outcomes and financial expenditures. As needed, we consult with you to develop a comprehensive Claim Reporting Advisory Manual for your primary property and casualty coverage layer and we report and monitor designated claims for specialty lines and excess claims.

## Claim Advocacy

It's often said that a broker actually earns its keep when there is a claim.

Our commitment to Lea County is to ensure that you receive prompt, fair, and equitable handling on your claims. We monitor the services of the insurer to ensure that you are receiving professional, quality service and to make sure that they are complying with the terms and conditions that have been negotiated on your behalf.

We anticipate providing the following services:

- Establishing or enhancing your special account instructions for each line of business to ensure that communication protocols are clear for all stakeholders in the claims management process.
- Developing loss reporting procedures to ensure that all claims are reported in a timely manner with the appropriate information. Where applicable, we assist in preparing written notice of claims, losses, and lawsuits to insurance carriers.
- Advising on the presentation of your claims, including coverage reviews and development of proof of loss.
- Reviewing insurers' reservation of rights, denials, disclaimers, requests for non-waivers, and questions.
- Advocating and negotiating with insurers on disputed coverage issues to obtain favorable results.
- Assisting in identifying outside experts in various disciplines to provide forensic claim accounting, loss development, and evaluations.
- Monitoring and consulting on claims that involve high severity or adverse consequences to ensure proper investigation, aggressive management, and prompt resolution.
- Assisting with claim settlements and collecting insurance proceeds, including encouraging advance payments on large losses.
- o Addressing claim administration performance issues.

## Complex Casually Claims

Many claims are challenging and complex due to the incident facts or coverage issues that may arise. Having experienced claim resource advocates who can assist Lea County in addressing these challenges is extremely important to obtain optimal claim resolutions. We have developed a network of claims technical expertise and advocacy strategies that include the following services:

 Proficiency in reviewing specialty coverage line policies such as environmental, directors & officers (D&O), errors & omissions (E&O), employment practices liability (EPL), Crime, trade credit, and cargo

Expertise in managing international claims

- Policy interpretation, insurance research, written advocacy, and negotiation to resolve claim denials and adverse coverage allocation issues
- Clarification of reservations of rights and defense issues such as choice of counsel, conflicts of interest, independent counsel, and reimbursement of fees and expenses
- Resolution of insurance carrier disputes that may involve primary/excess or additional insured issues

Contract review

- Establishment of relationships with insurance carrier's executive claims leaders to assist in resolving claim administration disagreements
- Placement guidance and policy form review

## Claims Consulting Services/Capabilities

As a standard practice, we meet with our clients at service implementation to customize claims service plans to meet their specific needs. We offer Lea County the following menu of services in the development of our client service plans:

## Pre-Loss Consulting

 Assist clients in developing/enhancing claim management programs and processes based upon business needs, loss history, and management philosophy.

Perform claims data analytics to flush out trends and identify opportunities to guide us in our strategy.

 Develop specific programs and procedures to address Lea County's unique needs and ensure the effective management of all aspects of claims, i.e., disability management, return-to-work, and litigation management.

Facilitate services installation including claim reporting training and claim reporting manual issuance.

 Evaluate claim management options such as insured plans, third-party administration programs, and selfadministered programs.

Facilitate and project-manage a competitive selection process to identify the proper claims administrator based on established criteria including networks, information systems, account flexibility, staff qualification, compliance and controls, pricing, and service value. We can help Lea County design performance metrics and gain sharing programs.

Develop and/or revise special account instructions for insurers and/or third-party administrators to assure proper claim handling procedures and communication protocols including reserve advisories, settlement authority,

litigation guidelines, and other services.

When applicable, designate adjusting teams to improve claim communication and management.

 Educate and train managers, supervisors, and/or employees on claim reporting, the claim process, benefits, related costs, and newly adopted rules and regulations.

Negotiate access to insurance carrier's risk management information system (RMIS) and provide periodic claim reports based on the type and frequency.

Collaborate with risk control and safety for pre-loss strategizing and planning.

### Post-Loss Advocacy and Consulting

Assist Lea County in evaluating claim strategies and maximizing insurance recoveries.

 Provide claim advice and assistance as needed; including resolving any claim handling performance issues that may arise.

Advocate on Lea County's behalf for timely resolution of claims including negotiating coverage issues where reservation of rights and coverage denials are received and, if necessary, escalating matters with the insurance carrier's senior management.

Conduct strategic claim reviews on a pre-determined frequency to ensure that insurers and/or third-party administrators are effectively managing claims and aggressively pursuing resolution.

Conduct claim audits to evaluate insurers' and/or third-party administrators' performance relative to claim handling best practices and service specifications.

Perform quantitative and qualitative loss data analysis including loss triangles and identify claim trends and opportunities for program improvement.

 Develop action plans on complex claims, high exposure claims, or high-profile claims and provide claim status reports regularly.

Monitor claim reserving practices and negotiate claim reserve levels to reflect probable ultimate outcome

#### Self-Insurance

### Workers Compensation

Self-insurance for workers compensation in non-monopolistic states is relatively uncommon in today's market and is used more strategically to reduce collateral obligations in certain states. Companies must demonstrate financial responsibility for workers compensation in all states, but Texas and Oklahoma and most achieve this via purchasing insurance or becoming an approved self-insurer.

Many insureds erroneously believe that if they self-insure, they can self-insure without the requirement to purchase excess insurance in all states. With few exceptions, most states require the self-insurer to purchase both specific and aggregate excess insurance with policy limits and retention amounts acceptable to the self-insurance authorities unless the self-insurance authorities waive this requirement. Even in those states which do not require the purchase of excess insurance, it would be foolish not to purchase excess insurance at some level because the balance sheet protection risk transfer provides will be relatively inexpensive.

Of equal importance is the self-insured retention which is also set at an amount acceptable to the self-insurance authorities. Both the self-insured retention and the excess limit requirement are usually based on the self-insurers financial condition. Additionally, most states have a minimum net worth provision in place to qualify for obtaining self-insurance status.

The cost for risk transfer excess of your current deductible could be approximately the same as excess workers compensation excess of a self-insured retention (SIR). The only difference in cost, if you were to self-insure, is a reduction in insurer profit and administration, because they would not be required to make certain regulatory filings in the states you self-insure in. However, the self-insurance authorities would also require various statutory filings on a quarterly, semiannual, or annual basis, and there is a cost to this administrative burden – either additional work inhouse or paying your broker to handle the filings.

Every state except two requires some form of collateral in the form of a letter of credit (LOC), surety bond, cash, or other cash equivalent to back up the self-insurers obligation to pay losses within their self-insured retention. California and North Carolina have established alternative security programs in which, after a waiting period of three years and one year respectively, the self-insurer can pay in a "credit default premium" in lieu of posting LOCs, surety bonds, etc. Since the cost of the credit default premium is commensurate with the cost of LOCs and the facilities in these two states subsequently frees up borrowing capacity, many companies are attracted to self-insurance for this reason only.

## General (GL)/Products Liability (PL)

GL/PL is not a regulated line — there is no statutory or federal oversight requiring the insured demonstrate financial responsibility. As long as there is no violation of contractual agreements, many insureds therefore decide to self-insure primarily because the excess insurer does not require collateral for losses within the self-insured layer.

#### Automobile Liability

All states but one allow self-insurance for automobile liability. The major benefit in some states is collateral reduction as these states will require a one-time collateral requirement in the amount of the retained losses and not require additional amounts for future years; i.e. no stacking of collateral. Furthermore, those self-insureds with interstate vehicle exposure subject to the Federal Motor Carrier Safety Administration enjoy similar benefits.

## Assistance in recreating historical insurance records and evaluation of TPA's

Selecting the right third-party administrator (TPA) is essential for effective claims cost management.

An effective TPA is one whose philosophy and organization are compatible with Lea County's goals. We assist with the TPA selection process and ongoing performance evaluations, so you can gain closer control and ownership of the claims process. We maintain a vast database of TPA profiles and their capabilities so that we can effectively match the County's claims management philosophy to that of the appropriate TPA.

As you look to the future of your program, our claims consultants will serve as lead resources in writing Requests for Proposals (RFP) and coordinating the carrier selection process. In addition, we have built a TPA assessment model to help our clients qualify local, regional, and national claims service providers by efficiently evaluating responses to the RFP. Our national platform includes access to resources that have formerly served in senior management roles with TPAs and who have an intimate knowledge of the contracting and performance measurement process. We make it a priority to regularly engage TPA local and senior leadership in order to leverage those relationships on behalf of the County.

We assist in providing the following services:

- Maintaining and utilizing detailed best practices to govern the TPA selection process
- o Project managing the TPA selection process (RFPs, interviews, evaluation, selection, installation)
- Assessing core competencies and pricing
- o Interviewing the proposed TPA account managers, supervisors, and claim representatives
- Managing communication with the TPA candidates during the selection process
- o Advising and consulting on the selection decision
- o Assisting in performance guarantee design, implementation, and evaluation
- o Examining and assisting with negotiating the proposed service agreement terms
- Assisting in establishing claim service instructions
- o Employing our claim audit process to evaluate TPA performance after selection and implementation

## Expertise in substantive areas of local government services:

As a national network of brokerages with meaningful market presence and leverage, USI has formed relationships with a vast array of insurance carriers, vendors, service providers, and industry specialists with whom we actively collaborate. We are open to conducting dialogue with the County to describe — in broad terms — the extent of our premium placements on a local, regional, and national basis to ensure Lea County that we possess significant market penetration in the lines of coverage that we are proposing to provide our services.

USI views design and control of risk as equally important to market choice. Our size and volume of business placed allows us broad access to individual insurers and effective access to insurance company decision makers. USI places in excess of \$8.5 billion in premium annually in domestic, London, Bermuda, continental European, and regional markets.

USI serves over 115,000 commercial lines clients. We also have significant volume with mono-line workers compensation markets, captives, and proprietary programs for cargo protection, property, builders' risk, terrorism, and cyber/network security/privacy cover.

Listed in the following table are USI's top property and casualty carriers/partners, with which we have strong relationships:

Top 10 carriers		
American International Group, Inc.	Lloyd's of London	
Berkshire Hathaway Inc.	<ul> <li>Loews Corporation</li> </ul>	
Chubb Limited	■ The Travelers Companies, Inc.	
Hartford Financial Services Group Inc	Tokio Marine Holdings, Inc.	
Liberty Mutual Holding Company Inc.	■ Zurich Insurance Group Ltd	

2.2.5 The only coverage Lea County has with NMCIA is a Workers' Compensation policy. If you have this coverage at a better rate, please feel free to include an offer in your proposal.

In 2019 we were successful in taking Dona Ana County out of the NMCIA by lowering their overall premium and offering a \$0 deductible policy as opposed to the \$50,000 deductible the pool required. We feel we have the markets that can compete against the NMCIA.

The main carriers we would use:

- BITCO Insurance Company
- New Mexico Mutual
- Travelers Ins. Co. Travelers will not offer coverage on a stand-alone basis; they would have to provide
  the County's Casualty coverages to offer their Workers' Compensation coverage.

#### 2.3 Compensation:

The County 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 County expects to negotiate the final scope of services and compensation with the successful broker.

USI will guarantee that we will not accept more than 10% commission from any insurance coverage placed on behalf of Lea County. We will make available to the County any documentation they request to show we are not receiving more than 10% commission. However, due to contracts in place on a corporate level, USI may receive additional compensation in the form of continent fees, etc. The premiums bound on behalf of the county are not affected by any corporate contract and the USI Albuquerque office will not receive any additional compensation other than the commission provided by the placement of any coverage on behalf of Lea County.

#### 1.1.4 The County purchases general liability and law enforcement policies

- Identify the coverages, limits, deductible, and self-retentions that you would recommend to the County for its General Liability and Law Enforcement exposures.
  - o \$1,000,000 to \$5,000,000 for General Liability with \$0 to \$50,000 deductible. Deductible depends on how much risk the County is willing to take.
  - o \$5,000,000 and as high as you can find Law Enforcement with as low a deductible as a carrier will offer, depending on your loss history. \$10,000 is probably the lowest deductible available.
- Identify the markets that you would approach in order of your preference
  - o Package policy General Liability, Law Enforcement & Public Officials:
    - One Beacon Admitted
    - Travelers Admitted
    - Hudson Specialty Admitted
    - Old Republic Admitted
    - BRIT Non-Admitted
    - Allied Public Risk Admitted
    - Trident/Argonaut Admitted
    - Berkley Non-Admitted
  - o Standalone Law Enforcement
    - OBE Non-Admitted
    - Indian Harbor Non-Admitted
    - Kinsale Non-Admitted
    - AIG Non-Admitted
- For each market, please indicate whether the insurer is admitted in New Mexico.
  - See above
- Indicate any variations in the broadness of the coverages offered by these markets.
  - o Some offer Deductibles Range of \$0 to \$50,000
  - o Some offer Self Insured Retentions Range \$50,000 to \$500,000
  - o Occurrence forms are offered as opposed to Claims Made Form
  - o Flexible on Choice of Counsel
  - o Full Prior Acts coverage for Claims-Made
  - o Include Sexual Abuse & Molestation
  - o Better pricing if GL & LEL are packaged with the Automobile coverage
  - o No exclusions for Hot Pursuit
  - No exclusion for Jail Operations
  - No exclusions Moonlighting
  - o Drone coverage
- Identify the major coverages, exclusions and conditions associated with the coverage forms.
  - No exclusions for Hot Pursuit
  - o No exclusion for Jail Operations
  - No exclusions Moonlighting
  - o Full Prior Acts coverage for Claims-Made forms
  - o Choice of Legal Council
  - o No exclusion for Canines or other service animals
  - No exclusions for excessive force
  - o Continued coverage for Law Officers even when County is released for unintentional acts
  - o Try to remove exclusion for Communicable Disease
  - o No exclusion for Violations of Civil Rights
  - No exclusion for participating in Federal and/or State Task Force Operations

# 1.1.5 The County purchases Officials and Employees insurance for errors and Omissions for it's Elected Officials and Employees

- Identify the coverages, limits, deductible, and self-retentions that you would recommend to the County for its Errors & Omissions/Public Officials Liability.
  - o Errors and Omissions \$5,000,000 and higher with deductible range of \$10,000 to \$50,000
  - o Employment Practice Liability \$5,000,000 and higher with deductible range of \$10,000 to \$50,000
  - Coverage for Back Wages
  - Coverage for Non-Monetary Defense
  - Choice of Legal Counsel
  - o Includes coverage for Zoning, if applicable
  - Defense is outside the limit
  - Broad form named insured
  - o Coverage for commissioners while sitting on outside boards
  - Separate Limits for E&O and Employment Practice Liability
- Identify the markets that you would approach in order of your preference.
  - Package Coverage:
    - One Beacon Admitted
    - Travelers Admitted
    - Hudson Specialty Admitted
    - Old Republic Admitted
    - BRIT Non-Admitted
    - Allied Public Risk Admitted
    - Trident/Argonaut Admitted
    - Berkley Non-Admitted
  - Stand Alone
    - QBE Non-Admitted
    - Indian Harbor Non-Admitted
    - Kinsale Non-Admitted
    - AIG Non-Admitted
- For each market, please indicate whether the insurer is admitted in New Mexico.
  - o See above
- Indicate any variations in the broadness of the coverages offered by these markets.
  - Coverage for Back Wages
  - o Coverage for Non-Monetary Defense
  - o Choice of Legal Counsel
  - o Includes coverage for Zoning, if applicable
  - Defense is outside the limit
  - o Broad form named insured
  - o Coverage for commissioners while sitting on outside boards
  - o Separate Limits for E&O and Employment Practice Liability
- Identify the major coverages, exclusions and conditions associated with the coverage forms.
  - Member vs Member suit exclusion
  - o Demands or actions seeking equitable or redress in any form other than money is excluded
  - o Demands related to a claim resulting from loss due to failure of the County's Computer system is exclude
  - Shared limits for E&O and Employment Practice Liability claims
  - o Defense cost are inside the limit of liability
  - o Self-Insured Retention in lieu of a Deductible
  - o Better pricing if coverage is provided within a package
  - Claim must be for Monetary Damages
  - Full Prior Acts Coverage

## **DISCLOSURES**

CONFIDENTIAL AND PROPRIETARY: This document and the information contained herein is confidential and proprietary information of USI Southwest, Inc. ("USI"). Recipient agrees not to copy, reproduce, or distribute this document, in whole or in part, without the prior written consent of USI. Estimates are illustrative given data limitation, may not be cumulative, and are subject to change based on carrier underwriting.

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## Compensation disclosure

### Information concerning our fees

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. You have agreed to pay compensation to USI, for the placement of insurance, pursuant to a written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

## **ATTACHMENTS**

- Required Signature Forms
  - o Campaign Contribution Disclosure Forms:
  - o Veterans/Resident Preference Certification
  - o Certification Regarding Debarment, Suspension and other Responsibility Matters
  - o Non-Collusion Affidavit
  - o Related Party Disclosure Form
  - o Proposal Checklist
  - o Addendum #1
  - o Addendum #2
- · USI Southwest, Inc.:
  - o State of New Mexico Resident Business Certificate
  - o Certificate of General Liability, Auto, Umbrella and Workers' Compensation Insurance
  - o Certificate of Errors & Omissions Insurance
  - Certificate of Cyber Liability Insurance
  - o Public Entity References
  - o Smartsheet Introduction
  - Environmental Risk Management Services

## REQUIRED SIGNATURE PAGES

#### 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 County Commissioners: Rebecca Long, Dean Jackson, Jonathan Sena, Gary Bidson, Pat Sims; Assesor Sharla Kennedy; Clerk Keith Manes; Treasurer Susan Marinovich; Sheriff Corey Helton.

(Completed by State Agency or Local Public Body)

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Purpose of Contribution(s)			
(Attach extra pages if necessary)			
Signature	Date		
Title (position)			
OR			
NO CONTRIBUTIONS IN THE A	AGGREGATE TOTAL OVER TWO HUN lic official by me, a family member or represer	DRED FIFTY DO	OLLARS (\$250)
Signature A CALLESTINE	Date		
Title (Position) USI SW. IN			

### Veterans / Resident Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:
Check one box only:
Oneck one box only.
Veteran Resident Businesses:
□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly givin 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 in 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 givin 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 59 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 Vetera 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 form 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: RESIDENT LI059268782
Butter R- President ABU 1-29-2021
(Signature of Business Representative)* (Date)  Must be an authorized signatory for the Business.
The representations made in checking the boxes constitutes a material representation by the business that it

\*\* 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.\*\*\*

are proven to be incorrect.

subject to protest and may result in denial of an award or un-award of the procurement involved if the statements

# Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

- 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
- 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.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

### NON-COLLUSION AFFIDAVIT

STATE OF New Mox	(0)
County OF BENALILE	<u>a</u> )
BART H. Kin	(name) being first duly sworn, deposes and says
that he/she is (title)	ESIDENT
of (organization) USI	SOUTHWEST - ALBUQUENQUE DEFICE
who submits herewith to t	ne County of Lea, a proposal:
That all statements of fact	in such proposal are true:
That said proposal was not organization or corporation	made in the interest of or on behalf of any undisclosed person, partnership, company, association,
That said bidder has not, d prejudicial to the interest of	irectly or indirectly by agreement, communication or conference with anyone attempted to induce action f the County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,
That prior to the public op	ening and reading or proposal, said bidder:
2. Did not direct would submit 3. Did not in an or fix the protect their proposa 4. Did not direct information depository or their proposary or t	tly or indirectly, induce or solicit anyone else to submit a false or sham proposal tily or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals; y manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise posal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of price, or of that of anyone else; tly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge or data relative thereto, to any corporation, partnership, company, association organization, bid to any member or agent thereof, or to any individual of group of individuals, except that County of person or persons who have a partnership or other financial interests with said bidder in his business.
SUBSCRIBED and sworn  Notary Public:  My Commission Expires	nu Bran

### Related Party Disclosure Form

	res	_ No_X			
Are you, or any officer of your company related ounty officials, administration officials, department	at heads, key	management s	apervisors of	the County of Le	a and
ave you had any of the following transactions sinc			Lea County v	was, is to be, a pa	rty?
Salar Durahan an landing of manager 2	Yes	No			
Sales, Purchase or leasing of property ? Receiving, furnishing of goods, services	2-	×			
or facilities?		×			
Commissions or royalty payments	_	X			
The state of the s	1	-			
9					
epartment heads, key management supervisors with hether a sole proprietorship, partnership, or corpo f Lea?	oration of any	of Lea, have a kind that curr No X	ny financial in ently conducts	nterest in your co s business with th	mpany e County
. At any time from January 2014 through the prese	ent, did you, 3	our company,	or any officer	of your company	y have an
terest in or signature authority over a bank accour	at for the ben	efit of a memb	or of the Boar	d of County	
terest in or signature authority over a bank accour ommissioners; elected county officials, administra	nt for the ben ation officials	efit of a memb , department h	or of the Boar	d of County	
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nterest in or signature authority over a bank account commissioners; elected county officials, administrate County of Lea?  Are you negotiating to employ or do you current mployee or officer of County of Lea?	t for the benation officials Yes tly employ as Yes	efit of a memb , department h No ny employee, o	er of the Board cads, key man	d of County agement supervi	
nterest in or signature authority over a bank account ommissioners; elected county officials, administrate County of Lea?  Are you negotiating to employ or do you current	t for the bendion officials Yes tly employ as Yes	efit of a member, department he No X	or of the Board cads, key man fficer or fami	d of County agement supervi	sors with

### PROPOSAL CHECKLIST LEA COUNTY / FINANCE DEPARTMENT

#### Did You:

- Include One (1) original and (4) four copies of the proposal, plus one (1) electronic copy (CD or Flash Drive).
- Sign and notarize the "Non-Collusion Affidavit" form.
- Sign the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form.
- Fill Out and Sign The Related Party Disclosure Form
- Fill Out and Sign The Campaign Contribution Form
- Include a List of clients of similar projects
- Acknowledge all addenda
- Review all clarifications/questions/answers
- Deliver your sealed proposal to Lea County Finance Department, Lea County Courthouse (Fourth Floor) located at 100 N. Main, Suite 11, Lovington, New Mexico 88260 before February 15, 2021 at 2:00 pm (local time).
- Clearly mark your proposal with "Insurance Broker" on the front of the envelope.
- \* 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.



Finance Department 100 North Main, Suite 11 Lovington, NM 88260 Phone: (575) 396-8521 Fax: (575) 396-5684 e-mail: kmclaughlin@leacounty.net

### ADDENDUM ONE LEGAL NOTICE OF REQUEST FOR PROPOSALS

### INSURANCE BROKER LEA COUNTY

PROPOSAL #01 - (20-21) DUE DATE: FEBRUARY 15, 2021 - 2:00 P.M.

### POSTED TO WEBSITE: JAN. 26, 2021

The following information is hereby made part of this Request for Proposals:

Changes to original Request for Proposals packet:

PAGE 3 1st Line

Deleted: "lines of coverage"

Inserted: "Insurance Broker Services"

PAGE 8 1st Paragraph

Deleted: Final sentence, beginning "Cost will be included as one..."

(No replacement wording.)

Original RFP posted to Lea County's website has been updated with these changes.

All other items remain the same.
This signed addendum must accompany your offer.

Z/16/2021

Signature

Date

James Zanios

Printed Name

USI Southwest, Inc.

Company



**Finance Department** 100 North Main, Suite 11 Lovington, NM 88260

Phone: (575) 396-8521 Fax: (575) 396-5684

e-mail: kmclaughlin@leacounty.net

### ADDENDUM TWO LEGAL NOTICE OF REQUEST FOR PROPOSALS

INSURANCE BROKER LEA COUNTY PROPOSAL #01 - (20-21)

CHANGED DUE DATE TO: FEBRUARY 16, 2021 - 2:00 P.M.

> POSTED TO WEBSITE: FEB. 2, 2021

The following items are hereby made part of this Request for Proposals:

- Due to a holiday on February 15, 2021, the Due Date of this Proposal has been changed to FEBRUARY 16, 2021.
- Although it will be a duty of the insurance broker to evaluate and advise the county on its need for types of insurance, the current policies may include but are not limited to general liability, law enforcement, management liability, employee benefits, employment related practices, liquor liability, inland marine property, business automobile, umbrella, cyber liability, identity fraud, airport liability, and aircraft.

All other items remain the same. This signed addendum must accompany your offer.

1	2/16/2021	
Signature	Date	
James Zanios Printed Name		
USI Southwest, Inc.		
Company		

### USI SOUTHWEST, INC.



TAXATION AND REVENUE DEPARTMENT

### RESIDENT BUSINESS CERTIFICATE

Issued to: USI SOUTHWEST, INC

DBA: USI SOUTHWEST, INC

4100 OSUNA RD NE STE 2-203 ALBUQUERQUE, NM 87109-4442

Expires:

28-Dec-2021

Certificate Number:

L1059268784

John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**DEANWORM** 

### ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

Client#: 463788

DATE (MM/DD/YYYY) 12/30/2020

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 any rights to the certificate holder in lieu		
PRODUCER	CONTACT NAME:	
USI Insurance Services LLC	PHONE (A/C, No, Ext):	FAX (A/C, No): 610 537-4537
333 Westchester Ave, Suite 102	E-MAIL ADDRESS: Kim.ryder@usi.com	
White Plains, NY 10604	INSURER(S) AFFORDING CO	VERAGE NAIC#
914 459-6200	INSURER A: American Zurich Insurance Com	pany 40142
INSURED	INSURER B : American Guarantee & Liability In	ns Co. 26247
USI Insurance Services	INSURER C: Hartford Fire Insurance Company	19682
100 Summit Lake Drive	INSURER D : Hartford Casualty Insurance Con	npany 29424
Suite 400	INSURER E : Zurich American Insurance Com	pany 16535
Valhalla, NY 10595	INSURER F:	

				INSURE	ERF:			
				NUMBER:			REVISION NUMBER:	
IN CI	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F ICLUSIONS AND CONDITIONS OF SUCH	QUIRI PERTA	EMEN	T, TERM OR CONDITION OF ANY THE INSURANCE AFFORDED BY T	CONTRACT O	R OTHER DO DESCRIBED I	CUMENT WITH RESPECT HEREIN IS SUBJECT TO A	TO WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY	X	Х				EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						COLUMNICO ONIOLE LIMIT	\$
E	AUTOMOBILE LIABILITY	X	Х	GLA675103501	01/01/2021	01/01/2022	(and the little of the little	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident) PROPERTY DAMAGE	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						(Per accident)	\$
								\$
В	X UMBRELLA LIAB X OCCUR	X	X	AUC690632701	01/01/2021	01/01/2022	EACH OCCURRENCE	\$25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$25,000,000
	DED X RETENTION \$10000	ļ					▼ PER OTH-	\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	l .	1	01/01/2022	A STATUTE   ER	4 000 000
D	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	X	16WBRS50601	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	
	DESCRIPTION OF OPERATIONS below	ļ					E.L. DISEASE - POLICY LIMIT	\$1,000,000
DEC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	21 50 /	A COP!	2 404 Additional Bamarke Sahadula may	he attached if m	nre enace le requi	ired)	
The	General Liability, Commercial A	uto:	and	Umbrella policies include an	automatic	Additional	Insured	
	lorsement that provides Addition							
٠				***				

contract that requires such status, and only with regard to work performed on behalf of the Named Insured. Waiver of Subrogation and Primary Non-Contributory wording included as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	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
	Wee Scott

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**DEANWORM1** 

Client#: 1420259

ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2020

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.

lf	MPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject to his certificate does not confer any right.	to the	e terr	ns and conditions of the p	policy,	certain polic	cies may requ	L INSURED pro uire an endorse	ement. A	r be er statem	ndorsed. ent on
	DUCER				CONTA NAME:						
US	I Insurance Services LLC				PHONE (A/C, No				FAX (A/C, No):		
530	Preston Avenue				E-MAIL	o, Ext):	wen@USI.c	om	(A/C, NO):		
Me	riden, CT 06450				ADDRE	ss: <b>Ly</b> iii.o			or		NAIC#
	5 874-0123				·	- YI Snac	ialty Insuranc	FFORDING COVERA	GE		NAIC#
INSU	IRED						alty mourance	ce Company			0.000
11400	USI Advantage Corp.				INSURE						
	100 Summit Lake Drive, St	uite -	400		INSURE						
	Valhalla, NY 10595				INSURE						
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INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	
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								MED EXP (Any one		\$	
								PERSONAL & ADV	INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$	
	POLICY PRO- LOC							PRODUCTS - COM	P/OP AGG	\$	
	OTHER:									\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	E LIMIT	s	
	ANY AUTO							BODILY INJURY (P	er person)	\$	-
	OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (P	er accident)	\$	
	HIRED NON-OWNED AUTOS ONLY			No. 100	1			PROPERTY DAMAG	GE	\$	
	AUTOS ONET							(i ci accident)		\$	
	UMBRELLA LIAB OCCUR							EACH OCCURREN	CE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION\$									\$	
	WORKERS COMPENSATION		<b>†</b>					PER STATUTE	OTH- ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		]					E.L. EACH ACCIDE		\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POI		s	
Α	Professional		<del> </del>	US00092401EO20A		12/31/2020	12/31/2021			m	
^	Liability E&O			000000240120207		12/01/2020	12/01/2021	\$15,000,000	-		
Pro Cor as o	CERPTION OF OPERATIONS / LOCATIONS / VEHIC VERSIONAL Liability / E&O Liability P. / USI Insurance Services, LLC. directed by USI. USI Southwest, Inc.	cov	erag	e is extended to all sub	bsidia	ries and DE	BA's of USI	Advantage	d		
CEI	STILL ATE HOLDED				CANC	ELLATION					
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	Evidence of Coverage				THE	EXPIRATION	N DATE THE	ESCRIBED POLICE REOF, NOTICE	WILL B		

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**AUTHORIZED REPRESENTATIVE** 

Client#: 1420259 DEANWORM1

#### ACORD...

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2020

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 any rights to the certificate holder in lieu of such endorsement(s) CONTACT Lynn Owen PHONE (A/C, No, Ext): E-MAIL ADDRESS: Lynn.Owen@USI.com USI Insurance Services LLC FAX (A/C, No): 530 Preston Avenue Meriden, CT 06450 INSURER(S) AFFORDING COVERAGE NAIC# 42374 **INSURER A: Houston Casualty Company** INSURED INSURER B: USI Advantage Corp. INSURER C: 100 Summit Lake Drive, Suite 400 INSURER D : Valhalla, NY 10595 INSURER E INSURER F: **REVISION NUMBER: CERTIFICATE NUMBER:** COVERAGES 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. ADDL SUBR INSR WVD TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) \$ CLAIMS-MADE OCCUR ŝ MED EXP (Any one person) \$ PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG POLICY 100 \$ OTHER COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** BODILY INJURY (Per person) ANY AUTO SCHEDULED \$ OWNED AUTOS ONLY BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY AUTOS ONLY \$ UMBRELLA LIAB EACH OCCURRENCE s **OCCUR EXCESS LIAB** AGGREGATE CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT H20PVS5036300 |12/31/2020|12/31/2021| \$10,000,000 Cyber/Privacy Liability DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Cyber, Privacy and Network Security Liability. Coverage is extended to all subsidiaries and DBA's of USI Advantage Corp. / USI Insurance Services LLC. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE **Evidence of Coverage** THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

## Public Entity References



Austi	n				Active Reference	Producer
	45 T 14 T 1	PO Box 788	50 X-10 X-10 X	THE REST OF THE PARTY OF		
1	Temple ISD	Temple, TX	254-215-6772	Kallen Vaden		

ous	ton				Active Reference	Producer
1	Tomball ISD	310 S. Cherry St. Tomball, TX 77375	281-357-3100	Claudia Munoz		
2	Houston ISD	4400 West 18th St. Houston, TX 77092	713-556-9229	Candice Wilson		
3	Austin Community College	9101 Tuscany Way Austin, TX 78754	512-223-1021	Adam Green		
4	Fire & Police Retiree Health Plan	130 San Antonio, TX 78216	210.494.6500	James Bounds		
5	Culberson County	P.O. Box 786 Van Horn, TX 79855	432.283.1419	Susanna Hinojosa		
6	Hudspeth County	P. O. Box 279 Sierra Blanca, TX 79851	915.369.4147	Yolanda Esparza		

alla	3				Active Reference	Producer
1	Dallas ISD	9400 North Central Expy Ste. 1507 Dallas, TX 75231	972-925-4056	Barbara Neal	Yes	Perry Smith - Property Bob Bookhammer - All Other Lines
2	Amarillo ISD	7200 I-40 West Amarillo, TX 79106	806-326-1304	David Joza	Yes	Bob Bookhammer
3	Katy ISD	6301 South Stadium Lane Katy, TX 77492	281-396-2251	Lance Nauman	Yes	Bob Bookhammer
4	Lewisville ISD	1565 West Main Street Ste. 220 Lewisville, TX 75067	972-350-4797	Shawna Nevins	New to LISD so not yet	Bob Bookhammer
5	Northwest ISD	2001 Texan Drive Fort Worth, TX 76177	817-215-0071	Kitty Poehler	Yes	Bob Bookhammer
6	Plano ISD	6301 Chapel Hill Blvd. Plano, TX 75093	469-752-5389	Darla Bishop	Yes	Bob Bookhammer
7	City of Dallas	1500 Marilla Street, Ste. 6AS Dallas, TX 75201	214-671-9051	Zeronda Smith	Yes	Bob Bookhammer
8	Collin County	2300 Bloomdale Road, Ste. 4117 McKinney, TX 75071	972-548-4782	Julie Rutherford	Yes	Bob Bookhammer
9	City of Odessa	119 West 4th Street Odessa, TX 79760	432-335-4691	Darrell Wells	Yes	Bob Bookhammer
10	City of San Antonio	100 West Houston Street, Ste. 1800 San Antonio, TX 78205	210-207-2045	Debra Ojo	No References for any Vendor	Bob Bookhammer
11	Ector County	1010 East Eighth Street, Room 630 Odessa, TX 79761	432-498-4025	Sam Brijalba	Yes	Bob Bookhammer
12	Webb County	110 Washington Street, Ste. 204 Laredo, TX 78040	956-523-4140	Dr. Pedro Alfaro	Yes	Bob Bookhammer
13	Harlandale ISD	102 Genevieve Drive San Antonio, TX 78214	210-989-4420	Elizabeth Guajardo	Yes	Bob Bookhammer
14	City of Mesquite	1515 North Galloway Ave Mesquite, TX 75185	972-216-8168	Charles Gillenwater	Yes	Bob Bookhammer
15	City of Stillwater	2022-78/11/10/07/20				Ray Butler

## Public Entity References



Pa	50	8300 Pat Booker Rd.			Active Reference	Producer
1	Alamo College	Live Oak, TX 78233	210-485-0206	Mike Legg	Yes	Jim Brundage
2	Anthony ISD	P.O. Box 2621 Anthony, TX 79821	915-886-6508	Ana Zuniga	Yes	Phillip Briscoe
3	Blanco ISD	814 Eleventh St. Blanco, TX 78606	830-833-4414	Tracie Moos	Yes	Jim Brundage
4	Brazosport College	500 College Drive Lake Jackson, TX 77566	979-230-3213	David Marshall	Yes	Jim Brundage
5	Canutillo ISD	7965 Artcraft Road Canutillo, TX 79932	915-877-7423	Martha Carrasco	Yes	Jim Brundage
6	Clint ISD	P.O. Box 779 Clint, TX 79836	915-926-4080	Donna Cline	Yes	Jim Brundage
7	Clovis Community College	417 Schepps Clovis, NM 881001	575-769-4913	Corey Isaacs	Yes	Jim Brundage
8	County of El Paso	500 E. San Antonio El Paso, TX 79901	915-546-2218	Sam Trujillo	Yes	Jim Brundage
9	Culberson County Allamoore ISD	P.O. Box 899 Van Horn, TX 79855	915-283-2245	Ken Baugh	Yes	Jim Brundage
10	City of Amarillo	601 S. Buchanan St. Amarillo, TX 79101	806-378-3091	Wes Hall	Yes	Robb Pridemore
11	City of El Paso	P.O. Box 1919 El Paso, TX 79999	915-212-1278	Lettie Jimenez	Yes	Jim Brundage
12	City of Lubbock	1625 13th St. Lubbock, TX 79401	806-775-2316	Lainey Morrison	Yes	Robb Pridemore
13	Dona Ana County	845 N. Motel Blvd. Las Cruces, NM	575-525-5813	Blake Davenport	Yes	Robb Pridemore
14	El Paso Community College	9050 Viscount El Paso, TX 79925	915-831-6306	Ruben Gallardo	Yes	Jim Brundage
15	El Paso ISD	6531 Boeing El Paso,TX 79925	915-230-3270	Kyle Jeglum	Yes	Jim Brundage
16	Forsan ISD	P.O. Drawer A Forsan, TX 79733	432-457-2223	Jason Mims	Yes	Jim Brundage
17	Fabens ISD	P.O. Box 697 Fabens, TX 79838	915-764-2026	Gilbert Alarcon	Yes	Jim Brundage
18	Farmersville ISD	501 A N. State Hwy 78 Farmersville, TX 75442	972-782-6601	Amber Pennell	Yes	Jim Brundage
19	Ft Hancock ISD	P.O. Box 98 Ft.Hancock, TX 79838	915-769-3811	Norma Muniz	Yes	Jim Brundage
20	Gillespie County	101 W. Main St., Unit 4 Fredericksburg, TX 78624	830-997-6777	Larry Crump	Yes	Jim Brundage
21	Glasscock County ISD	P,O, Box 9 Garden City, TX 79739	432-354-2230	Scott Bicknell	Yes	Jim Brundage
22	Granbury ISD	217 North Jones Street Granbury, TX 76048	817-408-4015	Dobie Williams	Yes	Jim Brundage
23	Housing Authority City of El Paso	5300 E. Paisano Dr. El Paso, TX 79905	915-849-3781	Enrique Enriquez	Yes	Jim Brundage
24	Howard College	1001 Birdwell Garden City, TX 79739	432-264-5167	Katy Hahn	Yes	Jim Brundage
25	Howard County	300 Main Street, Rm 207 Big Spring, TX 79720	432-264-2203	Jackie Olson	Yes	Robb Pridemore
26	Kennedale ISD	120 WI Kennedale Pkwy Kennedale, TX 76060	817-563-8015	Eileen Mode	Yes	Jim Brundage
27	Laredo College	West End Washington Street Laredo, TX 78045	956-721-5852	Javier Cano	Yes	Jim Brundage
28	Lubbock County	916 Main St., Lubbock, TX 79401	806-775-1087	Robin Wilmot	Yes	Jim Brundage
29	City of Midland	P.O. Box 1152 Midland, TX 79702	432-685-7417	Macayla Henry	Yes	Robb Pridemore

## Public Entity References



30	City of Port Arthur	444 Fourth Street Port Arthur, TX 77640	409-983-8213	Trameka Williams	Yes	Jim Brundage
-	3.07 2.17 3.01.0	10335 US Hwy 209E				
31	Manor ISD	Manor, TX 78653	512-278-4420	Carla Stevens	Yes	Jim Brundage
-	100	3600 N. Garfield				
32	Midland College	Midland, TX 79705	432-685-4534	Rick Bender	Yes	Jim Brundage
	Milana Sanogo	2110 N. A Street	-1-100000			
33	Midland County	Midland, TX 79705	432-688-4857	Ken Colston	Yes	Robb Pridemore
-	Pecos-Barstow-Toyah	P.O. Box 869				T Y
34	ISD	Pecos, TX 79772	432-447-7204	Scott Tipton	Yes	Jim Brundage
-		P.O. Box 1899				
35	City of Presidio	Presidio, TX 79845	432-229-3517	Marco Baeza	Yes	Phillip Briscoe
-	3.7	1100 College Circle				
36	Ranger College	Ranger, TX 76470	254-647-3234	Gaylyn Mendoza	Yes	Jim Brundage
	401 501095	1111 E 12th St.				
37	Reagan County ISD	Big Lake, TX 76932	325-884-3705	Susan Gunnels	Yes	Phillip Briscoe
-	rissagari a saniy tas	P.O. Box 2072			- 100	
38	Reeves County	Pecos, TX 79772	432-287-0222	Charles Lewing	Yes	Robb Pridemore
		6611 Boeing Dr.	The state of the s	Rebecca		
39	Region 19 ESC	El Paso, TX 79925	915-780-5019	Hernandez	Yes	Jim Brundage
		P.O. Box 920	May to the bear	TOTAL COLUMN TOTAL		
40	San Elizario ISD	San Elizario, TX 79849	915-872-3900	Robert Gallegos	Yes	Jim Brundage
		4624 Fairmont Parkway				
41	San Jacinto College	Pasadena, TX 77504	281-998-6129	Susana Gonzalez	Yes	Jim Brundage
777		P.O. Box 308	TOWN BARRIES			
42	Sierra Blanca ISD	Sierra Blanca, TX 79851	915-699-3741	Evelyn Loeffler	Yes	Jim Brundage
		P.O. Box 292800				
43	Socorro ISD	Socorro, TX 79929	915-937-0103	Rene Vargas	Yes	Jim Brundage
	ALC HOLD TO STATE OF	P.O. Box 16	III I A NATAVE			
44	Sutton County	Sonora, TX 76930	325-387-5380	Maura Weingart	Yes	Jim Brundage
	A CANADA A	2600 South First Street				107, 109, 77
45	Temple College	Temple, TX 76504	254-298-8609	Brian Supak	Yes	Jim Brundage
711		19200 Cobb Ave.				
46	Tornillo ISD	Tornillo, TX 79853	915-765-3015	Alicia Reyes	Yes	Phillip Briscoe
	San Carlos	PO Box 1748				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
47	Travis County	Austin, TX 78767	512-854-9000	Bill Paterson	Yes	Jim Brundage
V. T	VARIABLE TO	P.O. Box 188		1000	D.T.	
48	Valentine ISD	Valentine, TX 79854	915-467-2671	Debra Engles	Yes	Jim Brundage
	100 S 100 Project SU	P.O. Box 637				
49	Wink Loving ISD	Wink, TX 79789	432-527-3700	Scotty Carman	Yes	Jim Brundage
	2 - 2 - 2 - 2	9600 Sims				100000000000000000000000000000000000000
50	Ysleta ISD	El Paso, TX 79925	915-434-0455	Ernie Landeros	Yes	Jim Brundage

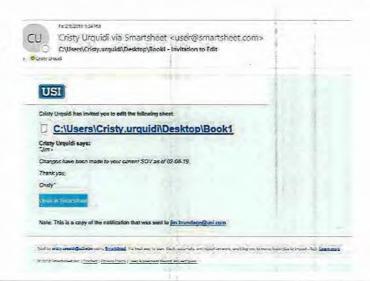
an /	Angelo				Active Reference	Producer
1	Tom Green County	124 W. Beauregard San Angelo, TX 76903	325-659-6507	Marion McMinn		
2	Irion County	P. O. Box 770 Mertzon, TX 76941	325-835-4361	Judge Molly Criner		
4	Sterling County	P. O. Box 819 Sterling City, TX 76951	325-378-3481	Judge Deborah Horwood		
5	Somervell County	P. O. Box 804 Glen Rose, TX 76043	254-897-2923	Carrie Knight- Mapes		
6	City of San Angelo	72 W. Concho San Angelo, TX 76903	325-657-4359	Charles Hagen	1 1 1	

Phoenix	Active Reference	Producer
1 City of Mesa		Jack Lansdale



## Getting Started

- USI Account Manager will set up district to access Smartsheet
- District will receive email from Smartsheet
- Click on link to open Smartsheet
- Once open the district will have access to folders, schedules and policies



## Folders

Folders are created in Smartsheet for each schedule/document



## Schedules

- Schedules are uploaded to Smartsheet
- Changes to the schedules can be made by the district and shared with USI
   USI will make updates to the management system and notify the carrier of changes

.oc	OCCUPANCY	ADDRESS	CITY	ZIP	BUILDINGS	CONTENTS	EDP	81 Values	EE Values	SQ. FT.	CONST.	Ala_	Spldr	Yr Built	FL
•											-				
-	FT. BEND ISD - STATEMENT OF VALUES					-				-			В		
1A	DULLES H.S.	550 DULLES AVENUE	Sugar Land	77478	\$55,510,271	\$4,330,372.80	\$35,000,000	\$10,000,000	\$2,000,000	337,917	MNC	Yes		1961	2
18	DULLES H.S. GREENHOUSE	550 DULLES AVENUE	Sugar Land	77478	\$47,944	\$4,794.40	Included	Included	Included	1,800	FRAME	-	-		1
10	DULLES H.S. FIELD HOUSE	550 DULLES AVENUE	Sugar Land	77478	\$1,852,136	\$185,213.60	Included	Included	Included	13,290	MNC			1968	1
2A	WILLOWRIDGE H.S. (incl renovations)	16301 CHIMNEY ROCK	Houston	77053	\$55,208,100	\$4,025,892	Included	Included	Included	338,700	MNC	Yes	H	1979	2
28	WILLOWRIDGE SPORTS FACILITIES	16301 CHIMNEY ROCK	Houston	77053	\$1,048,424	\$104,842.40	Included	Included	Included	25,200	NC-MET	Yes		1992	1
20	WILLOWRIDGE H.S. FIELD HOUSE	16301 CHIMNEY ROCK	Houston	77053	\$2,006,784	\$200,678.40	Included	Included	Included	14,400	MNC			1984	1
3A	TECHNICAL EDUCATIONAL CENTER	540 DULLES AVENUE	Sugar Land	77478	\$3,381,872	\$338,187.20	Included	Included	Included	33,900	MNC	Yes		1972	1
44	CLEMENTS H.S. (incl. restroom renovations)	4200 ELKINS DRIVE	Sugar Land	77479	\$54,057,296	\$3,813,784	Included	Included	Included	328,436	MNC	Yes		1984	2
	CLEMENTS SCIENCE CTR (REN.)	4200 ELKINS DRIVE	Sugar Land	77479		Included	Included	Included	Included						
48	CLEMENTS H.S. AUDITORIUM	4200 ELKINS DRIVE	Sugar Land	77479	\$4,121,520	\$412,152	Included	included	Included	22,200	MNC	Yes		1993	1
4C	CLEMENTS H.S. FIELD HOUSE	4200 ELKINS DRIVE	Sugar Land	77479	\$2,008,136	\$200,813.60	Included	Included	Included	14,410	MNC			1984	1
4D	CLEMENTS SPORTS FACILITIES	4200 ELKINS DRIVE	Sugar Land	77479	\$1,048,424	\$104,842.40	Included	Included	Included		NC-MET				1

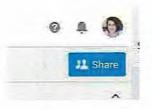
# Editing

- District can add or delete locations
- Updates to an existing location made
   Any changes made need to be highlighted or marked

Loc	OCCUPANCY	ADDRESS	CITY	ZIP	BUILDINGS	CONTENTS	EDP	BI Values	EE Values	SQ. FT.	CONST.	Ala_	Spldr	Yr Built	FL	ADD	DELETE
	FT. BEND ISD - STATEMENT OF VALUES		•		1												
1A	DULLES H.S.	550 DULLES AVENUE	Sugar Land	77478	\$55,510,271	\$4,330,372.80	\$35,000,000	\$10,000,000	\$2,000,000	337,917	MNC	Yes		1961	2		
18	DULLES H.S. GREENHOUSE	550 DULLES AVENUE	Sugar Land	77478	\$47,944	\$4,794.40	Included	Included	Included	1,800	FRAME				1	01-25-19	
10	DULLES H.S. FIELD HOUSE	550 DULLES AVENUE	Sugar Land	77478	\$1,852,136	\$185,213.60	Included	Included	Included	13,290	MNC			1968	1		
2A	WILLOWRIDGE H.S. (incl renovations)	16301 CHIMNEY ROCK	Houston	77053	\$55,208,100	\$4,025,892	Included	Included	Included	338,700	MNC	Yes		1979	2		02-01-2019
28	WILLOWRIDGE SPORTS FACILITIES	16301 CHIMNEY ROCK	Houston	77053	\$1,048,424	\$104,842.40	Included	Included	Included	25,200	NC-MET	Yes		1992	1		
20	HE LOUBINGE II A FIELD HOUSE	ACM MIRRID/BOOK	0 4	77853	22 AAC 704	6500 CTO 40	4 63 4	1171	1.131	71 100	thin	-		anni			

## Share/Receive

- Once changes are made the schedule can be shared
- Smartsheet will send an email when changes are made in
- When email if received click on the link to open Smartsheet to review the changes





#### Environmental

We go beyond the simple placement of environmental insurance. We prefer to be considered as an "outsourced" environmental risk manager for our clients and will provide all appropriate environmental risk management services to our clients. We recognize that many of our clients' risk management staffs have significant risk management responsibilities in the property and casualty arena. It can be a challenge to tackle environmental matters given its specialty nature and the time commitment typically involved. Following are services that we regularly provide to our clients.

- Environmental insurance We highly customize our placements tailored to each client's unique environmental risk profile. Given the affordability of environmental insurance, most of our clients should consider environmental insurance.
- Due diligence support Assist clients in addressing potential flaws or gaps in environmental due diligence.
- Optimizing combined risk management techniques Tailors risk control and risk transfer techniques to help reduce uncertainties.
- Structuring insurance to replace, enhance, or supplement indemnification Brings confidence to transactions with effective insurance strategies.
- Developing alternative insurance structures Provides clients with cost-effective alternatives to escrowed funds.
- Structuring solutions to cap liabilities Provides security in divesting operations that carry outstanding environmental liabilities.
- Structuring comprehensive solutions for mergers, acquisitions, and divestitures Supports activity by minimizing concerns in assuming environmental liabilities or by fencing in liabilities.
- Self-insurance analysis The only way to determine whether self-insurance is the right risk management approach is to fully assess all environmental risks (past, present, and future) and quantify the risks.
- Risk quantification Exposures to environmental risks will change as operations change, such as the acquisition or divestiture of another firm or facility or as new environmental issues emerge. We routinely help our clients perform risk quantification and decision-tree analysis to identify the magnitude of environmental risks either on a site-specific or portfolio basis.

Consideration of Lea County Resolution No. 21-MAR-055R Authorizing Out of State Travel March 10 – 11, 2021 to Dallas/Fort Worth, Texas to Attend Annual Aircraft Rescue & Fire Fighting (ARFF) Training for the Lea County Regional Airport ARFF Fire Department



Out of state travel to Dallas/Fort Worth for ARFF annual fire burns recertification. This is a requirement for Part 139 Certification for Lea Regional Airport.

Training is mandated by FAA to maintain current credentials.

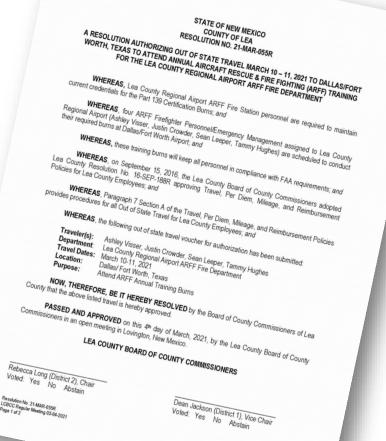
This will not interfere with the daily operations of the ARFF Fire station. Emergency fire and rescue coverage will be onsite for all flights.

### Firefighters listed:

FF Ashley Visser	Dates 3/11/2021
FF Justin Crowder	Dates 3/11/2021
FF Sean Leeper	Dates 3/11/2021
FF Tammy Hughes	Dates 3/11/2021

Funding is budgeted for this training. (\$2,800.00 cost)







## LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name, Title, Dept:						
02/16/2021	Lorenzo Velasquez Director Emergency Management						
SUBJECT:	ATTACHMENT(S):						
Out of State Travel	Travel Authorizations						
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED:						
1 Resolution 4 Travel Authorization	Action Item						
BUDGET LINE ITEM NUMBER: 409-16-2076	FISCAL BUDGET YEAR: 2020-2021						
STRATEGIC PLAN Implementation of 5 Year Strategic Plan:							
3.5 Safety (4) Education							
SUMMARY:							
Request approval for out of state travel to Dallas Fort Worth for ARFF at for Lea Regional Airport. Training is mandated by FAA to maintain currents.	nnual fire burns certification. This is a requirement for Part 139 Certification ent credentials.						
This will not interfere with the daily operations of the ARFF Fire station a times.  There is funding in budget to cover out of state travel and cost.	and Emergency Management coverage during the flights will be covered at all						
\$700.00 per firefighter for the training							
\$2800.00 total							
Dogwood Marie Monday for Description Could	Lapton/Projector/Etc.: See Additional						
Requested Items Needed for Presentation Easels/ Easel Laptop Projector bow many:	Other: Summary Attached						
SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature						
Request approval for four firefighters to receive their annual ARFF Burns	s at DFW Texas  Department Director, Etc.  Lorenzo  Digitally signed by Lorenzo Velasquez  Velasquez  Velasquez  Date: 2021.02.16 13:26:04 20707						
FINANCE REVIEW Fiscal Impact/Cost:	Reviewed by Finance Director						
The financial impact to Lea County will be expenditures from the Airport budgeted and available in 409-16-2076.	Fire Fund of \$2,800. Funds are  Henry C  Low Jr  Digitally signed by Henry C Low Jr  Date: 2021.02.23 16:41:05-07:00'						
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney						
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Michael						
	Make Collogh — Digitally signed by Michael P. Gallegiar II II Date: 2021 03.02 21:23:07 -0700'						
tem No. 0205 RECORDING SECRETARY'S USE	ONLY ~ COMMISSION ACTION TAKEN						
Approved: Denied:							
Resolution No. 21-MAR-055R Policy No. Continued To: Referred To:							

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-055R

# A RESOLUTION AUTHORIZING OUT OF STATE TRAVEL MARCH 10 – 11, 2021 TO DALLAS/FORT WORTH, TEXAS TO ATTEND ANNUAL AIRCRAFT RESCUE & FIRE FIGHTING (ARFF) TRAINING FOR THE LEA COUNTY REGIONAL AIRPORT ARFF FIRE DEPARTMENT

WHEREAS, Lea County Regional Airport ARFF Fire Station personnel are required to maintain current credentials for the Part 139 Certification Burns; and

WHEREAS, four ARFF Firefighter Personnel/Emergency Management assigned to Lea County Regional Airport (Ashley Visser, Justin Crowder, Sean Leeper, Tammy Hughes) are scheduled to conduct their required burns at Dallas/Fort Worth Airport; and

WHEREAS, these training burns will keep all personnel in compliance with FAA requirements; and

WHEREAS, on September 15, 2016, the Lea County Board of County Commissioners adopted Lea County Resolution No. 16-SEP-188R approving Travel, Per Diem, Mileage, and Reimbursement Policies for Lea County Employees; and

WHEREAS, Paragraph 7 Section A of the Travel, Per Diem, Mileage, and Reimbursement Policies provides procedures for all Out of State Travel for Lea County Employees; *and* 

WHEREAS, the following out of state travel voucher for authorization has been submitted:

**Traveler(s):** Ashley Visser, Justin Crowder, Sean Leeper, Tammy Hughes

**Department**: Lea County Regional Airport ARFF Fire Department

Travel Dates: March 10-11, 2021

**Location:** Dallas/ Fort Worth, Texas

**Purpose:** Attend ARFF Annual Training Burns

**NOW**, **THEREFORE**, **BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the above listed travel is hereby approved.

**PASSED AND APPROVED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair

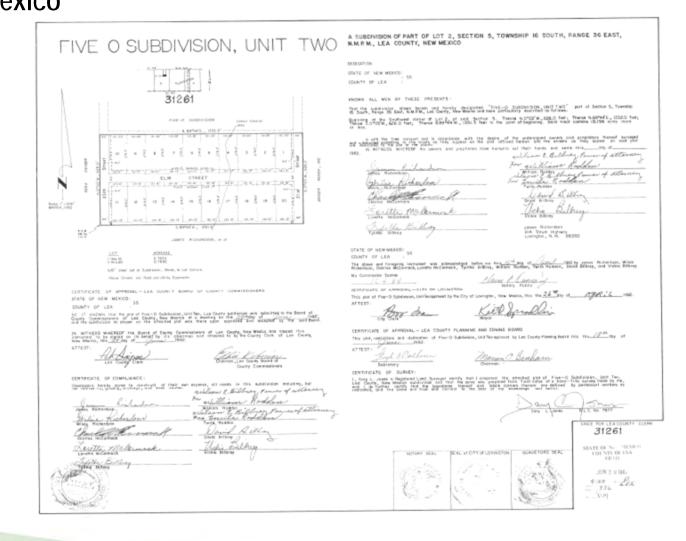
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair

Voted: Yes No Abstain

Gary G. Eidsor Voted: Yes	n (District 3), Member No Abstain	Jonathan Sena (District 4), Member Voted: Yes No Abstain
Pat Sims (Distr Voted: Yes	rict 5), Member No Abstain	
	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
By:	earer, Deputy Clerk	John W. Caldwell, County Attorney





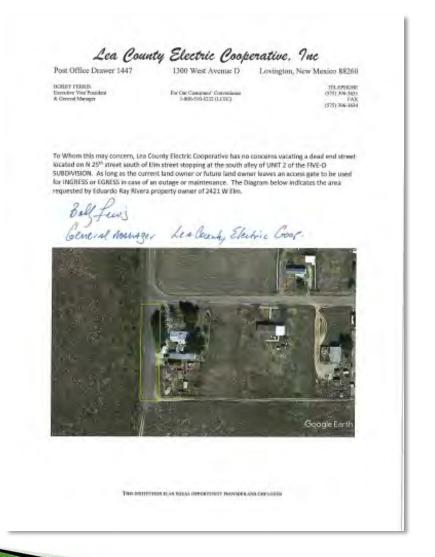


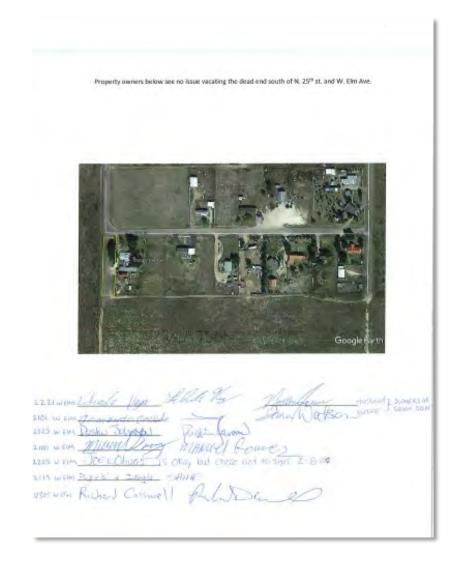


















### LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name, Title, Dept:			
02/16/2021	Bruce Reid, County Planner, Planning/GIS			
SUBJECT:	ATTACHMENT(S):			
Consideration for approval of the vacation of 25th street south of Elm Street in Five-O Subdivision near Lovington, New Mexico	Resolution, PowerPoint			
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED:			
1 Resolution	Action Item			
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR:			
NA	NA NA			
STRATEGIC PLAN Implementation of 5 Year Strategic Plan:				
Section 3.2 Economic Growth & Vitality Goal Statement: Lea County is a Performance Measure: A variety of different housing options available.	community that has economic growth & diversification.			
SUMMARY:				
land. Mr. Rivera future plans is to fence that portion to eliminate nefarious put up 6 feet angle iron fencing to keep people from trespassing on to the Five-O subdivision is located south of Gurn Street and west of 17th street letter stating they had no concerns about vacating this portion of the road see no issue in vacating the road. Other property owners in Five-O Subdiroadway. Mr. Rivera has asked if the vacation is not approved could he p people from traversing that portion of the road.	vision have called and stated that they are no in favor of the vacation of the			
should not be erected across a publicly maintained roadway.	similarius triat tile request not de accepteus. I articimore, a gate and rance			
Requested Items Needed for Presentation Easels/Le  Easel Laptop Projector	optop/Projector/Etc.: Other:  See Additional Summary Attached			
how many: SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature			
Denied request for vacation of Right of Way.	Department Director, Etc. Digitally signed by Bruce  Bruce Reid Reid Date: 2021.02.16 14:39:08			
FINANCE DEVIEWS: 1 1 10 10 10	Reviewed by Finance Director			
FINANCE REVIEW Fiscal Impact/Cost:  There is no financial impact to Lea County with this agenda item.	Henry C Low Jr  Digitally signed by Henry C Low Jr Date: 2021.02.23 10:54:11-07'00'			
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney			
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Michael Whichelloch P. Gallagher Date: 2021.03.02 22:11:23			
tem No. 0206 RECORDING SECRETARY'S USE O	NLY ~ COMMISSION ACTION TAKEN			
	0.0			
	Unner			
Approved: Denied: Denied: Resolution No. 21-MAR-056R Policy No. Referred To:	Ordinance No.			

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-056R

# A RESOLUTION APPROVING RECOMMENDATIONS FROM A FREEHOLDERS COMMITTEE TO NOT APPROVE THE VACATION REQUEST OF A DEDICATED STREET IN FIVE-O SUBDIVISION, UNIT 2, BEING $25^{TH}$ STREET SOUTH OF ELM STREET

WHEREAS, Lea County received a request to vacate a dedicated right of way, being 25<sup>th</sup> Street south of Elm Street in Section 5, Township 16 South, Range 36 East; and

WHEREAS, pursuant to NMSA 1978 § 67-5-4, the Lea County Board of County Commissioners appointed a three person freeholds committee on February 18, 2021; and

WHEREAS, the three person freeholders' committee evaluated and recommends to the Lea County Board of County Commissioners that the road not be vacated and the Right of Way ownership to remain the property of Lea County.

**NOW**, **THEREFORE**, **BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the vacation of roadway and right of way on 25<sup>th</sup> Street south of Elm is not approved.

**BE IT FURTHER RESOLVED** that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

**PASSED AND APPROVED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
Gary G. Eidson (District 3), Member	Jonathan Sena (District 4), Member
Voted: Yes No Abstain	Voted: Yes No Abstain
Pat Sims (District 5), Member	
Voted Ves No Abstain	

ATTEST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
By:		
Hollve	Shearer, Deputy Clerk	John W. Caldwell, County Attorney



# CONSIDERATION OF FY 21 BUDGET ADJUSTMENTS #2

### **SUMMARY OF ADJUSTMENTS**

% Inc. (Dec). In

						% Inc. (Dec). In
	Revenue	Expense	Net Effect	Transfers	Budget Adj #1	Budgeted Exp
GENERAL FUND (unrestricted)	2,000,000	896,900	1,103,100	-	30,857,168	2.91%
ROAD FUND	-	-	-	-	17,232,198	0.00%
SPECIAL REV FUNDS (restricted)	178,752	571,338	(392,586)	-	54,216,131	1.05%
CAPITAL PROJECTS FUND	-	87,334	(87,334)	-	33,603,760	0.26%
ENTERPRISE FUNDS	-	-	-		148,434	0.00%
TRUST & AGENCY (restricted)	138,705	138,705	-	-	7,488,696	1.85%
Total	2,317,457	1,694,277	623,180		143,546,387	1.18%



## LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name, Title	, Dept:
03/01/2021	Chip Low - Finance Director	
SUBJECT:	ATTACHMENT(S):	
Consideration of FY 22 Budget Adjustments #2	Budget Adjustments Detail     Resolution	
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED:	
1 Resolution	Action Item	
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR:	
See Detail	FY 21 Budget Year	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan:	4	
The information in the financial report meets the goals in Section 3.1 on in a fiscally conservative and transparent manner. Performance measure		
SUMMARY:		
This is the second budget adjustment for the FY 21 Budget Year. There \$1,694,777 which results in a net increase in cash of \$623,180. The inc The increase in operations expenditures is covered by additional revenue.	rease in revenue covers the require	d state and local reserve requirements.
Requested Items Needed for Presentation Easels/	Laptop/Projector/Etc.:	See Additional
Easel Laptop Projector	Other:	Summary Attached
SUBMITTER'S RECOMMENDATION(S):		Submitter's Signature
Recommend approval		Department Director, Etc. Henry C Low Digitally signed by Henry C Low Jr  Date: 2021.03.01 14:45:57 - 0700'
FINANCE REVIEW Fiscal Impact/Cost:		Reviewed by Finance Director
The financial impact to Lea County will be a net increase in budgeted ca continue to meet all state and local reserve requirements.	sh of \$623,180. The County will	Henry C Digitally signed by Henry C Low Jr  Low Jr Date: 2021.03.01 14:47:36-07'00'
LEGAL REVIEW: (Note: Travel does not need legal review)		Reviewed by County Attorney
COUNTY MANAGER REVIEW:		Ad by County Monoror
		Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher Date: 2021.03.02 23:32:22
tem No. 0207 RECORDING SECRETARY'S USE	ONLY ~ COMMISSION ACTION	to be Placed on Agenda  Digitally signed by Michael  P. Gallagher II  P. Gallagher II  Date: 3021.03.02 23:32:22  -9700'
tem ivo		to be Placed on Agenda Digitally signed by Michael P. Gailaghar II Date: 2021.03.02 23:32:22 -97:00'  TAKEN
tem No. 0207 RECORDING SECRETARY'S USE  Approved: Denied: Policy No. Continued To: Referred To:	Other:Ordinan	to be Placed on Agenda  Digitally signed by Michael  P. Gallagher II  P. Gallagher II  Date: 3021.03.02 23:32:22  -9700'

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-057R

#### A RESOLUTION APPROVING BUDGET ADJUSTMENT NO. 02 FISCAL YEAR 2020 - 2021

WHEREAS, the Board of County Commissioners of Lea County, of the State of New Mexico, needs to adjust the current approved budget for fiscal year 2020 - 2021; and

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined for fiscal year 2020-2021.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Board of County Commissioners of Lea County of the State of New Mexico, hereby adopts the budget adjustments hereinabove described and attached and respectfully requests approval from the State of New Mexico Department of Finance and Administration Local Government Division.

**PASSED, APPROVED AND ADOPTED** on this 4<sup>th</sup> day of March, 2021 by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Lone	g (District 2), Chair	Dean Jackson (District 1), Vice Chair
	No Abstain	Voted: Yes No Abstain
•	on (District 3), Member No Abstain	Jonathan Sena (District 4), Member Voted: Yes No Abstain
votcu. 163	NO Abstair	Voted. 163 NO Abstain
,	trict 5), Member No Abstain	
ATTEST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
By: Hollye S	hearer, Deputy Clerk	John W. Caldwell, County Attorney

### **BUDGET ADJUSTMENT #2**

### Thursday, March 4, 2021

### SUMMARY OF BUDGET ADJUSTMENTS TO DATE FOR FY 20/21

	Approved	Adj #1	Adj #2						
REVENUE ADJUSTMENTS	Budget	11/19/2020	03/04/2021						Total
GENERAL FUND (unrestricted)	44,935,651	491,562	2,000,000				-	-	47,427,213
ROAD FUND	1,931,070	-	-				-	-	1,931,070
SPECIAL REV FUNDS (restricted)	16,897,416	979,587	178,752				-	-	18,055,755
CAPITAL PROJECTS FUND	1,963,000	-	-				-	-	1,963,000
ENTERPRISE FUNDS	-	-	-				-	-	-
TRUST & AGENCY (restricted)	7,532,565	129,180	138,705				-	-	7,800,450
Total	73,259,702	1,600,329	2,317,457	-	-	-	-	-	77,177,488
	Approved	Adj #1	Adj #2						
EVDENDITUDE ADJUSTAGAITS	Budget	11/19/2020	03/04/2021	_					Total
EXPENDITURE ADJUSTMENTS			, ,						
GENERAL FUND (unrestricted)	30,169,066	688,102	896,900				-	-	31,754,068
ROAD FUND	16,612,198	620,000					-	-	17,232,198
SPECIAL REV FUNDS (restricted)	53,021,121	1,195,010	571,338				-	-	54,787,469
CAPITAL PROJECTS FUND	33,603,760	-	87,334				-	-	33,691,094
ENTERPRISE FUNDS	148,434	-					-	-	148,434
TRUST & AGENCY (restricted)	7,359,516	129,180	138,705				-	-	7,627,401
Total	140,914,095	2,632,292	1,694,277	-	-	-	-	-	145,240,664
	Cash Effect per	Adj #1	Adj #2						
NET EFFECT CASH	Resolution	11/19/2020	03/04/2021	-					
GENERAL FUND (unrestricted)	14,766,585	(196,540)	1,103,100	-	-	-	-	-	15,673,145
ROAD FUND	(14,681,128)	(620,000)	-	-	-	-	-	-	(15,301,128)
SPECIAL REVFUNDS (restricted)	(36,123,705)	(215,423)	(392,586)		-	-	-	-	(36,731,714)
CAPITAL PROJECTS FUND	(31,640,760)	-	(87,334)	-	-	-	-	-	(31,728,094)
PROPRIETARY FUND	(148,434)	-	-	-	-	-	-	-	(148,434)
TRUST & AGENCY (restricted)	173,049	-	-	-	-	-	-	-	173,049
	(67,654,393)	(1,031,963)	623,180	-	-	-	-	-	(68,063,176)

LCBCC March 04, 2021 Page 1

### 1 County Operations

county Operations										
						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
County Operations	Insurance - Worker's Comp	401	00	2066	256,000	257,350	100.5%	5,000	261,000	More exposure
County Operations	Health Insurance	401	00	2065	79,129	56,619	71.6%	6,000	85,129	Increased Coverage
County Operations	DA Office Rent	401	00	2442	-	-	0.0%	42,900	42,900	Rent & Utilities
County Operations	Census	401	00	2237	69,437	73,450	105.8%	6,000	75,437	Census
County Operations	LCCA	401	00	2430	1,641,442	1,116,676	68.0%	69,352	1,710,794	Unfreeze Positions
County Operations	Administrative Fee	401	00	2207	140,000	104,562	74.7%	70,000	210,000	Higher GRT Revenue
	Increase (Decrease) in budgeted expenditures							199,252		

#### 2 Executive

						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
Executive	Overtime	401	01	2005	7,000	5,867	83.8%	3,000	10,000	Increased O/T
Executive	FICA	401	01	2064	52,522	13,805	26.3%	230	52,752	Increased O/T
	Increase (Decrease) in budgeted expenditures							3,230		

### 3 Info Technology

						Current		Proposed	Adjusted Line		
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification	_
Info Technology	Maintenance	401	02	2012	51,500	49,650	96.4%	10,000	61,500	COVID Response	
Info Technology	Overtime	401	02	2005	7,500	5,336	71.1%	2,500	10,000	COVID Response	
Info Technology	FICA	401	02	2064	27,349	17,376	63.5%	192	27,541	COVID Response	
	Increase (Decrease) in budgeted expenditures							12,692			

### 4 Facilities

						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
Facilities	Full Time Positions	401	03	2002	647,781	332,832	51.4%	26,000	673,781	Unfreeze Positions
Facilities	Overtime	401	03	2005	17,500	12,257	70.0%	5,000	22,500	Increased O/T
Facilities	PERA	401	03	2063	97,977	47,966	49.0%	4,052	102,029	Unfreeze Positions
Facilities	Health Insurance	401	03	2065	206,041	120,846	58.7%	20,286	226,327	Unfreeze Positions
Facilities	FICA	401	03	2064	51,498	26,480	51.4%	2,372	53,870	Unfreeze Positions
Facilities	Retiree Health Care	401	03	2200	18,462	9,038	49.0%	716	19,178	Unfreeze Positions
	Increase (Decrease) in budgeted expenditures							58,426		

### 5 County Sheriff

						Current		Proposed	Adjusted Line		
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification	_
County Sheriff	Full Time Positions	401	08	2002	5,879,056	3,605,753	61.3%	51,443	5,930,499	Unfreeze Pos & Inc O/T	
County Sheriff	PERA	401	08	2063	1,717,258	825,429	48.1%	14,863	1,732,121	Unfreeze Pos & Inc O/T	
County Sheriff	Health Insurance	401	08	2065	1,449,336	952,651	65.7%	20,285	1,469,621	Unfreeze Pos & Inc O/T	
County Sheriff	Retiree Health Care	401	08	2200	215,319	122,967	57.1%	1,888	217,207	Unfreeze Pos & Inc O/T	
County Sheriff	Overtime	401	08	2005	500,000	440,985	88.2%	250,000	750,000	Unfreeze Pos & Inc O/T	
County Sheriff	FICA	401	08	2064	512,659	318,237	62.1%	19,125	531,784	Unfreeze Pos & Inc O/T	
	Increase (Decrease) in budgeted expenditures							357,604			

### 6 County Treasurer

						Current		Proposea	Adjusted Line		
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification	
County Treasurer	Health Insurance	401	07	2065	55,633	42,170	75.8%	8,000	63,633	Changed Coverage	
County Treasurer	Retiree Health Insurance	401	07	2200	6,444	5,150	79.9%	2,000	8,444	Changed Coverage	
	Increase (Decrease) in budgeted expenditures							10,000			

### 7 Environmental Services

						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
Environmental Services	Full Time Positions	401	26	2002	352,324	192,950	54.8%	13,000	365,324	Unfreeze Positions
Environmental Services	Overtime	401	26	2005	12,500	10,041	80.3%	5,000	17,500	Covid response
<b>Environmental Services</b>	PERA	401	26	2063	53,289	28,846	54.1%	2,026	55,315	Unfreeze Positions
Environmental Services	Health Insurance	401	26	2065	130,260	78,353	60.2%	10,143	140,403	Unfreeze Positions
Environmental Services	FICA	401	26	2064	28,161	15,801	56.1%	1,377	29,538	Unfreeze Positions
Environmental Services	Retiree Health Care	401	26	2200	10,042	5,112	50.9%	382	10,424	Unfreeze Positions
Environmental Services	Communications	401	26	2007	10,000	9,335	93.4%	6,000	16,000	Covid response
Environmental Services	Vehicle - Gas & Oil	401	26	2011	45,000	32,910	73.1%	12,000	57,000	Covid response
Environmental Services	Maintenance	401	26	2012	110,000	76,727	69.8%	22,000	132,000	Covid response
Environmental Services	Contract Hauling	401	26	2151	360,000	292,064	81.1%	140,000	500,000	Higher Activity
Environmental Services	Disposal	401	26	2153	200,000	137,771	68.9%	40,000	240,000	Higher Activity
	Increase (Decrease) in budgeted expenditures							251,928		

### 8 Finance

						Current		Proposed	Adjusted Line		
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification	
Finance	Overtime	401	75	2005	5,000	4,711	94.2%	3,500	8,500	Increased O/T	
Finance	FICA	401	75	2065	106,970	3,673	3.4%	268	107,238	Increased O/T	
	Increase (Decrease) in budgeted expenditures							3,768			

						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Revenue	% Received	Adjustment	Item Budget	Justification
General Fund	Gross Receipts Taxes	401	00	1800	3,750,107	5,826,787	155.4%	1,000,000	4,750,107	Increased revenue
General Fund	Oil & Gas Production Revenue	401	00	1340	13,000,000	23,441,894	180.3%	1,000,000	14,000,000	Increased revenue
	Increase (Decrease) in budgeted revenue							2,000,000		

Total proposed General Fund Revenue Adjustments:	2,000,000
Less:	
Total Proposed General Fund Expenditure Adjustments:	896,900
Net Effect on Budget Cash Position	1,103,100

9	Ind	ige	nt	Care

Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
Indigent Care	Administrative Fee	406	13	2207	95,000	114,525	120.6%	80,000	175,000	Increased Revenue
	Increase (Decrease) in budgeted expenditures							80,000		

Department	Line Item Description	Fund	Dept	Line	Current Budget	Revenue	% Received	Adjustment	Item Budget	Justification
Indigent Care	GRT Revenue	406	00	1410	2,500,072	3,849,372	154.0%	80,000	2,580,072	Increased Revenue
	Increase (Decrease) in budgeted revenue							80,000		

### 10 Airport Fire

•						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
Airport Fire	Full Time Positions	409	16	2002	35,548	22,090	62.1%	13,000	48,548	Unfreeze Positions
Airport Fire	PERA	409	16	2063	5,377	3,309	61.5%	2,026	7,403	Unfreeze Positions
Airport Fire	Health Insurance	409	16	2065	23,183	14,978	64.6%	10,143	33,326	Unfreeze Positions
Airport Fire	FICA	409	16	2064	12,534	1,661	13.3%	1,025	13,559	Unfreeze Positions
Airport Fire	Retiree Health Care	409	16	2200	1,013	624	61.6%	382	1,395	Unfreeze Positions
	Increase (Decrease) in budgeted expenditures							26,576		

#### 11 Detention Center

						Current		Proposed	Adjusted Line		
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification	
Detention Center	Overtime	418	23	2005	639,000	588,266	92.1%	340,000	979,000	Increased O/T	
Detention Center	FICA	418	23	2064	362,045	237,649	65.6%	26,010	388,055	Increased O/T	
	Increase (Decrease) in budgeted expenditures							366,010			

### 12 DWI Program

2						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
DWI Program	Travel	435	56	2010	10,000	-	0.0%	(2,000)	8,000	Reallocation
DWI Program	Refunds	435	56	2895	1,000	372	37.2%	2,000	3,000	Reallocation
	Increase (Decrease) in budgeted expenditures							-		

#### 13 LDWI Grant

						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
LDWI Grant	Full Time Positions	436	65	2002	130,289	127,946	98.2%	61,711	192,000	Add'l Grant Funding
LDWI Grant	PERA	436	65	2063	19,706	16,754	85.0%	743	20,449	Add'l Grant Funding
LDWI Grant	Health Insurance	436	65	2065	54,279	27,889	51.4%	7,913	62,192	Add'l Grant Funding
LDWI Grant	FICA	436	65	2064	10,579	8,465	80.0%	5,771	16,350	Add'l Grant Funding
LDWI Grant	Retiree Health Care	436	65	2200	3,713	3,157	85.0%	2,613	6,326	Add'l Grant Funding
LDWI Grant	Supplies	436	65	2604	-	-	0.0%	20,000	20,000	Add'l Grant Funding
	Increase (Decrease) in budgeted expenditures							98,752		

						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Revenue	% Received	Adjustment	Item Budget	Justification
LDWI Grant	Grant Revenue	436	00	1274	250,000	96,945	38.8%	98,752	348,752	Add'l Grant Funding
	Increase (Decrease) in budgeted revenue							98,752		

### 14 Misdemeanor Compliance

This demonstration of the phantee											
						Current		Proposed	Adjusted Line		
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification	
Misdemeanor Compliance	Travel	439	81	2010	5,000	-	0.0%	(5,000)	-	Reallocation	
Misdemeanor Compliance	Supplies	439	81	2604	15,000	2,940	19.6%	17,000	32,000	Reallocation	
Misdemeanor Compliance	Operations	439	81	2605	15,000	-	0.0%	(12,000)	3,000	Reallocation	
	Increase (Decrease) in budgeted expenditures							-			

#### 15 Event Center

						Current		Proposed	Adjusted Line		
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification	
Event Center	Health Insurance	463	31	2065	33,365	27,781	83.3%	8,500	41,865	Coverage Change	
Event Center	Staff Labor	463	31	2802	105,000	12,165	11.6%	(8,500)	96,500	Coverage Change	
	Increase (Decrease) in budgeted expenditures							-			

Total proposed Special Revenue Funds Revenue Adjustments:	178,752
Less:	
Total Proposed Special Revenue Funds Expenditure Adjustments:	571,338
Net Effect on Budget Cash Position	(392,586)

#### 16 Capital Projects

						Current		Proposed	Adjusted Line		
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification	
Capital Projects	Equipment - Sheriff's Office	430	08	4440	157,500	76,554	48.6%	60,334	217,834	Donations & Insurance	
Capital Projects	Server Upgrade	430	02	4331	80,000	67,640	84.6%	27,000	107,000	Covid Response	
	Increase (Decrease) in budgeted expenditures							87,334			

Donations received posted to the General Fund. There is cash fund balance available to cover increase.

Total proposed Capital Projects Revenue Adjustments: Less:
Total Proposed Capital Projects Expenditure Adjustments: 87,334

Net Effect on Budget Cash Position (87,334)

#### 17 LCCA

						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
LCCA	Full Time Positions	808	78	2002	1,188,453	728,496	61.3%	43,160	1,231,613	Inc O/T & Unfreeze Pos.
LCCA	Overtime	808	78	2005	245,000	174,444	71.2%	50,000	295,000	Inc O/T & Unfreeze Pos.
LCCA	PERA	808	78	2063	179,754	104,381	58.1%	6,724	186,478	Inc O/T & Unfreeze Pos.
LCCA	Health Insurance	808	78	2065	308,440	196,019	63.6%	30,427	338,867	Inc O/T & Unfreeze Pos.
LCCA	Retiree Health Care	808	78	2200	33,871	19,668	58.1%	1,267	35,138	Inc O/T & Unfreeze Pos.
LCCA	FICA	808	78	2064	111,189	37,810	34.0%	7,127	118,316	Inc O/T & Unfreeze Pos.
	Increase (Decrease) in budgeted expenditures							138,705		

						Current		Proposed	Adjusted Line	
Department	Line Item Description	Fund	Dept	Line	Current Budget	Revenue	% Received	Adjustment	Item Budget	Justification
LCCA	County Contribution	808	00	1687	1,641,442	1,116,676	68.0%	69,352	1,710,794	Inc O/T & Unfreeze Pos.
LCCA	City Contribtution	808	00	1688	1,670,656	1,108,189	66.3%	69,353	1,740,009	Inc O/T & Unfreeze Pos.
	Increase (Decrease) in budgeted revenue							138,705		

Total proposed Revenue Adjustments: 138,705
Less:

Total Proposed Expenditure Adjustments: 138,705
Net Effect on Budget Cash Position -

### BUDGET ADJUSTMENT #2 March 4, 2021

SUMMARY OF ADJUSTMENTS								
	Revenue	Expense	Net Effect	Transfers	Budget Adj #1	% Inc. (Dec). Ir Budgeted Exp		
GENERAL FUND (unrestricted)	2,000,000	896,900	1,103,100	-	30,857,168	2.91%		
ROAD FUND	-	-	-	-	17,232,198	0.00%		
SPECIAL REV FUNDS (restricted)	178,752	571,338	(392,586)	-	54,216,131	1.05%		
CAPITAL PROJECTS FUND	-	87,334	(87,334)	-	33,603,760	0.26%		
ENTERPRISE FUNDS	-	-	-		148,434	0.00%		
TRUST & AGENCY (restricted)	138,705	138,705	-	-	7,488,696	1.85%		
Total	2,317,457	1,694,277	623,180	-	143,546,387	1.18%		

Summary By Expenditure Type			
	Revenue	Expense	Net Effect
Operations	2,178,752	1,468,238	710,514
Capital	-	87,334	(87,334)
Trust & Agency	138,705	138,705	
	2,317,457	1,694,277	623,180

Note: This budget adjustment maintains the State required and County imposed reserve requirements. Total revenue was increased by an additional \$710,514 in order to maintain the reserve requirements.

LCBCC November 19, 2020 Page 8

### **BUDGET ADJUSTMENT #2**

March 4, 2021

### **BUDGETED CASH TRANSFERS**

<u>TRANSFERS</u>	 CURRENT	Αſ	DJUSTMENT	ADJUSTED	
810 - Solid Waste Operating Fund	\$ -	\$	(40,000.00)	\$ (40,000.00)	Adjust for Closure/Post Closure Requirements
811 - Solid Waste Sinking Fund	\$ -	\$	40,000.00	\$ 40,000.00	Adjust for Closure/Post Closure Requirements

LCBCC November 19, 2020 Page 9



# DEPARTMENTAL OPERATIONS BUDGET DISCUSSION

March 4, 2021



# **FY 22 BUDGET PREPARATION TIMELINE**

Date	Action Taken
January 14, 2021	Budget Development and Timeline Approval (LCBCC)
February 4, 2021	Outside Entities and Services RFP Discussion (LCBCC)
	Discussion of FY 22 Projected Revenues (LCBCC)
February 8, 2021	Release of Outside Entities and Services RFP
February 8 - 12, 2021	Departmental Budget Discussions – County Staff
February 18, 2021	Discussion of FY 22 Projected Expenses (LCBCC)
March 4, 2021	Departmental Budget Presentations (LCBCC)
March 5, 2021	Responses for Outside Entities Proposals Due
March 18, 2021	Departmental Budget Presentations cont'd (LCBCC)
April 8, 2021	Personnel Proposals (LCBCC)
April 22, 2021	Capital & Outside Agency Proposals (LCBCC)
May 6, 2021	Present Preliminary Budget for Discussion (LCBCC)
May 20, 2021	Present Preliminary Budget for Final Action (LCBCC)
May 31, 2021	Preliminary Budget Due to New Mexico DFA for Approval
July 22, 2021	Present Final Budget For Discussion (LCBCC)
July 31, 2021	Final Budget Due to New Mexico DFA for Approval

<sup>\*\*</sup> Additional Budget Hearings May Be Requested



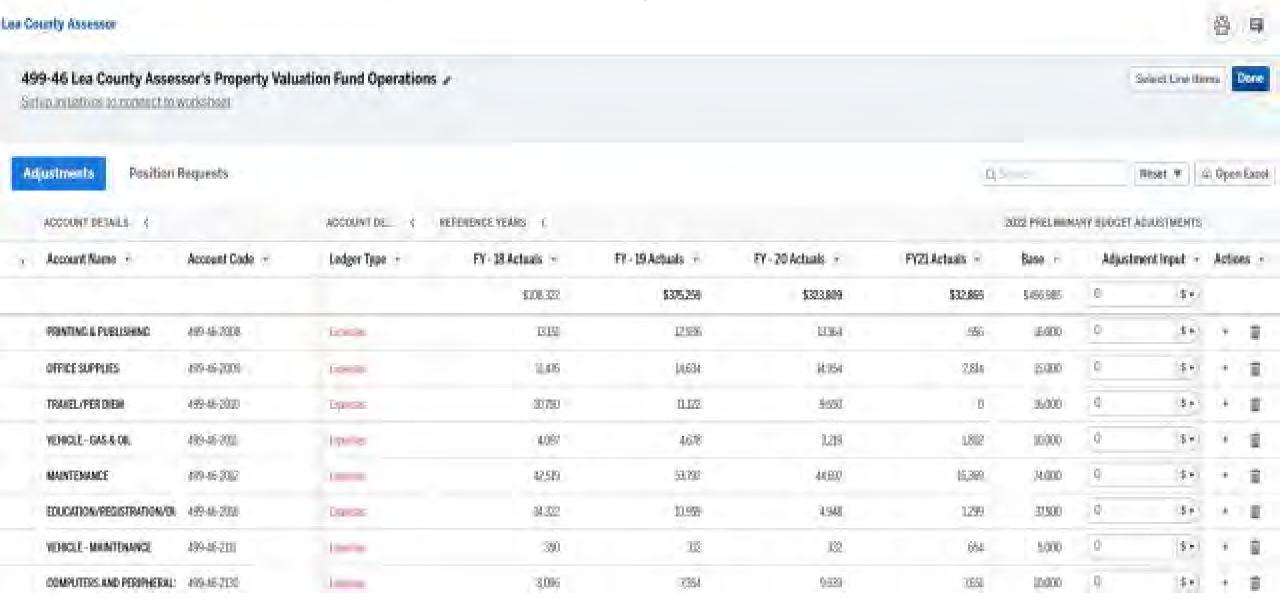
### **Presentations:**

- 1. County Assessor Sharla Kennedy
- 2. County Clerk Keith Manes
- 3. County Probate Judge Sandra Goad
- 4. County Sheriff Corey Helton
- 5. County Treasurer Susan Marinovich
- 6. DWI/Misdemeanor Compliance Kelly Livingston
- 7. Lea County Fairgrounds Jim Kemp
- 8. Finance Department Chip Low
- 9. Human Resources Department Craig Bova

LCBCC Regular Meeting 03-04-2021 Agenda Item 03.01.04

# Lea County Assessor





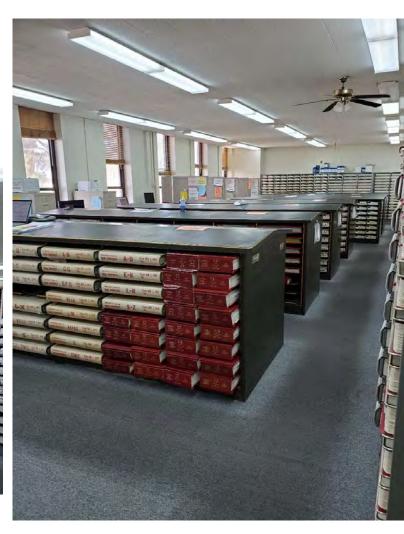


# Lea County Clerk











# Lea County Probate Judge



# Lea County Sheriff



# Lea County Sheriff's Office

# FY 2021



- Proposed budget is \$2,402,921
  - Overall decrease from FY2020 of \$88,727 (3.56%)
- Operations budget decrease of \$34,702 (2.59%)
- Capital budget decrease of \$57,625 (5.30%)
- LEPF budget increase of \$3,600 (5.86%)
  - Increase in number of Sworn Deputies
  - \$600 per filled position paid by the State of New Mexico



# Lea County Treasurer

# LEA COUNTY TREASURER SUSAN MARINOVICH

WE HAVE A STAFF OF 6 EMPLOYEES, CONSISTING OF TREASURER, CHIEF DEPUTY
TREASURER, AND 4 ACCOUNT TECHS.

THE RESPONSIBILITY OF THE OFFICE IS THE DEPOSIT AND SAFEKEEPING OF ALL MONEYS RECEIVED IN THE COUNTY. CURRENTLY THIS IS APPROXIMATELY 170 MILLION DOLLARS. WE ALSO DISBURSE ALL REQUIRED FUNDS TO ALL ENTITIES AS DESIGNATED BY TAX LEVIES AND/OR BONDS.

WE RUN AN AVERAGE COLLECTION RATE OF 99.2% AND HAVE PROCESSED APROX. 48 MILLION OF THE 72 MILLION CHARGED OUT FOR 2020 TAXES.



Lajuan Hayes, Susan Marinovich, Angela Sanchez, Stefani Perez, Amanda Middleton. Not pictured Crystal Tippy

### Discussion of Lea County's FY 2021 – 2022 Budget

### LEA COUNTY TREASURER OPERATIONS



3032 810X0ET	EN-17 ACTUALS	PY-19 ACTUALS	Pri 18 ACTUALS	FV.	20 YTO ACTUAL SEASUT VIEW	1000	II-VID ACTUAL BARLEYEW	BASE 8 47,000.00	ADJUSTMENT NO CHANGES	1000	#10F0880 #7,000.00
FERTINGS FUSIONING	331,866,00	£ 7,829,00	3 (1,5e1.00	1	7,426.00	t.	19,612,00	B 15,000,00			13,000,00
Office surrues	812,242.00	\$ 25,876,00	\$10,768,00	31	12,442.00	1	2,244.00	£10,000.00		4	10,000,00
TRAVEL/MRDIEN	1 133100	\$ 2,616.00	1 1,14100	5	1,09200	3	-4	s 4,500,00		1	4,500,00
WARTENANCE	1 1,015.00	5 6,770.00	5 5,467.00	3	5,7900	5	3,44000	\$ 7,000.00		5	7,000.00
EDUCATION/REDISTRANCH/IDUES	8 244000	\$ 1,821,00	5 224000	3	2,490.00	•	-41	1 4,300,00		1	4,500,00
CONTRACTUAL SERVICES-COURSE	8, 6,573.00	E 6,613.00	3 3,854.00	1	7,339.00	ī	+				
COMPUTERS AND PERPHERALS	1 491800	5 9,450.00	5 9,458,00	1	F,500.00	5	1,003.00	5 8,000.00		5	0,000,00
STATELANCE	\$ 5,359.00										
BANK SERVICE CHARGES											

My staff has worked non-stop during the Covid 19 restrictions and have made all the necessary adjustments to comply with the changing times. It has not always been easy; however, they are awesome and willing to get the job done as best as possible to continue outstanding service to our County and they represent Lea County with integrity, professionalism and ethics.

# AMAZING

- ASTOUNDING ·MARVELOUS
- · AWESOME
- ·STUPENDOUS
- \*FABULOUS
- UNBELIEVABLE
- ·FANTASTIC
- ·WONDERFUL

Our electronic bill board notifications are still receiving positive returns. We have processed 1,880,165.03 in credit card payments for the

We are continuing to be diligent with our office expenses.

calendar year 2020.

In removing our courier service last year, we have been handling this inhouse. Wells Fargo Bank is closing the Lovington Branch, so this may affect our situation in the near future.

LCBCC Regular Meeting 03-04-2021 Agenda Item 03.01.11

Discussion of Lea County's FY 2021 – 2022 Budget

# LEA COUNTY PROBATION



DWI Program \* Misdemeanor Probation Compliance \*Treatment

### The mission of the Lea County DWI Program

is to reduce the occurrences of drinking and driving in our communities and to provide best practices in DWI prevention and treatment, providing a stronger safer community for Lea County residents.

### The mission of Lea County Misdemeanor Compliance

is to provide a safer community for Lea County residents by monitoring convicted offenders to ensure court ordered probation stipulations are met and rehabilitation efforts are completed, resulting in changes of behavior.



### Discussion of Lea County's FY 2021 – 2022 Budget



# DIVISIONS PROVIDING WELL ROUNDED SERVICES TOGETHER

Promoting the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles.

# PREVENTION

COUNTY new mexico

- Drugs
- Alcohol
- Impaired Driving
- Youth Risk & Resiliency

# BEHAVORIAL HEALTH & SUBSTANCE ABUSE TREATMENT

- Addiction
- Aggression/Anger Management
- PTSD
- Group & Individual Counseling

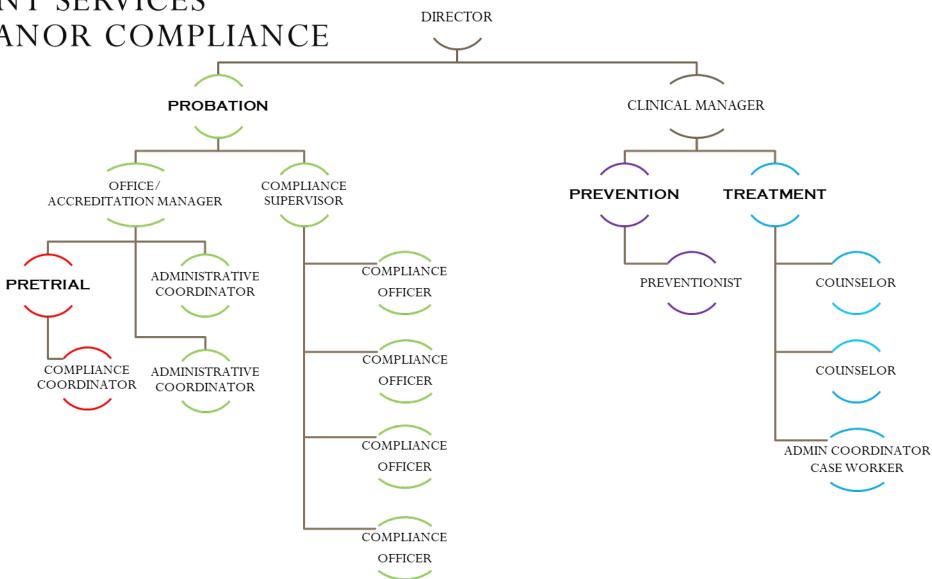
# PROBATION SUPERVISION

- Court Order Compliance





# DWI PROGRAM TREATMENT SERVICES MISDEMEANOR COMPLIANCE



# Discussion of Lea County's FY 2021 – 2022 Budget LCP Budget



## PROPOSAL SUMMARY

Base Revenues \$998,852

Adjustments -531,134

Revenues \$967,718

Base Expenses \$264,316

Adjustments +\$1,180

Expenses \$265,496

### \*Revenue

- NM LDWI fund provides 74.5% of LCP's overall department budget.
- Reduction in revenue is due to decrease in client payments during pandemic

## \*Expenses

- No change in standard expenses of supplies, advertising, offender electronic monitoring and testing, etc.
- Additional purchase of a trailer for probation mobile check-ins and DWI interlock checks



# LEA COUNTY FAIRGROUNDS

2021 – 2022 BUDGET PROPOSAL HIGHLIGHTS

LEA COUNTY FAIRGROUNDS
LEA COUNTY FAIR & PRCA RODEO
LEA COUNTY HISPANIC HERITAGE





### FAIRGROUNDS OPERATION REVENUE vs EXPENSES

REVENUE		EXPENSES	
Arena/Stall Rental	\$ 10,000 (+25%)	Supplies	\$ 4,000 (+20%)
RV Rental	\$ 3,000 (+50%)	Utilities	\$102,000 (+15%)
Special Prod	\$ 5,000 (-39%)	Rodeo Prod.	\$ 80,000 (N/C)
Bldg Rental	\$15,000 (-22%)	County Spons.	\$ 60,000 (+100%)
		Veh-Maint	\$ 5,000 (-29%)
PROJECTED	\$ 95,000 (+15%)	PROJECTED	\$410,200 (+20%)



**REVENUE** 

Carnival

Lodger's Tax



### FAIR & PRCA RODEO REVENUE vs EXPENSES

\$180,000 (-8%)

\$ 75,000 (-50%)

KEVENOL		LAFLINGES	
Sponsorships	\$300,000 (-6%)	Rental-Equip	\$5,000 (-38%)
RV Rental	\$ 6,700 (+37%)	Supplies	\$20,000 (+33%)
Ticket Sale	\$280,000 (-13%)	Contract Labor	\$60,000 (+20%)

**FXDFNISFS** 

Entertainment

**PROJECTED** \$1,066,400 (-10%) **PROJECTED** \$1,627,359 (1%)



\$655,000 (-1%)

Rodeo Production \$428,000 (+18%)



### HISPANIC HERITAGE REVENUE vs EXPENSES

REVENUE EXPENSE

Gate Tickets \$ 80,000 (+29%) Entertainment \$163,000 (+4%)

Sponsorship \$ 5,000 (-50%)

**PROJECTED** \$115,000 (+19%) **PROJECTED** \$185,100 (+3%)





## FAIRGROUNDS CAPITAL EXPENDITURES

<b>Grandstand Rails</b>	\$20,000	Chairs	\$2,000
Arena Ground	\$90,000	Tables	\$4,000
NW Arena RR	\$15,500	Sheriff Posse Bldg	\$10,000
Zia Mens RR	\$30,000	Tractor	\$50,000
Golf Cart	\$12,500	Additional Misc.	\$20,000

PROJECTED \$254,000 (-6%)





# FAIR & PRCA RODEO TOP EXPENSES

### PRCA/WPRA RODEO

Stock Contractor	\$145,600	Rodeo Added Payout	\$154,509
Announcer	\$ 10,000	Intangibles	\$ 3,000
Barrelman/Act	\$ 9,000	Local Arena Labor	\$ 4,000
Rodeo Media	\$ 4,000	Approval Fees/Judges	\$ 7,550
Photographer	\$ 1,500	Lodging	\$ 35,000
<b>Sound Production</b>	\$ 7,500	Bullfighters	\$ 7,000
Video Screen/Prod	\$ 20,000	EMT	\$ 5,000
VIP Caterer	\$ 15,000	Stock Feed	\$ 10,000

PROJECTED \$438,659 (+19%)





# FAIR & PRCA RODEO TOP EXPENSES

### **ENTERTAINMENT**

Sound Production \$165,000 Deposit 2022 Sound Production \$75,000
Booking Agent \$45,000 Deposit 2022 Booking Agent \$27,500
Artists' Fees \$440,000

Lodging \$ 37,500

Strolling Act \$ 9,000

Backline \$ 6,000

Artists' Riders \$ 4,500

**Catering** \$ 9,500

PROJECTED \$819,000 (+7%)





## **Lea County Finance Department FY 22 Budget**

### Staffing:

Finance Director, Sr. Staff Accountant, Staff Accountant, Payroll Coordinator, Accounts Payable Coordinator, Procurement Officer and Buyer. One part-time Graphic Designer.

Two frozen position: Assistant Finance Director and Administrative Coordinator

### FY 21 Accomplishments:

Published first Lea County CAFR
Published first Lea County PAFR
Implemented new contract management software – Cobblestone
Worked with Amazon and Staples to implement corporate purchasing accounts

### FY 22 Projects:

Implementation of new accounting system – Caselle Enhancements to Lea County CAFR and PAFR



# **Lea County Finance Department FY 22 Budget**

Description	FY 21 Budget	YTD Expenditures	% of budget	FY 22 Proposed
POSTAGE	75,000.00	42,324.33	56.4	75,000.00
PRINTING & PUBLISHING	2,500.00	436.61	17.5	2,500.00
OFFICE SUPPLIES	14,000.00	5,735.07	41	14,000.00
TRAVEL/PER DIEM	12,000.00	135.07	1.1	12,000.00
VEHICLE - GAS & OIL	3,000.00	620.98	20.7	3,000.00
MAINTENANCE	15,000.00	3,051.42	20.3	15,000.00
EDUCATION/REGISTRATION/DUES	10,000.00	2,876.98	28.8	10,000.00
VEHICLE - MAINTENANCE	2,000.00	50.00	2.5	2,000.00
COMPUTERS AND PERIPHERALS	6,000.00	3,352.50	55.9	6,000.00
CONTRACT LABOR/PROFESSIONAL SVCS	17,500.00	8,039.71	45.9	17,500.00
SOFTWARE	72,325.00	56,345.17	77.9	72,325.00
Total	229,325.00	122,967.84	33.45	229,325.00



# **Human Resources Budget Proposal for FY 21/22**

### **HUMAN RESOURCES**

				Budget	Proposed
<u>Fund</u>	<u>Dept</u>	G/L Acc	<u>t Description</u>	FY 20/21	FY 21/22
401	25	2009	Office Supplies	5,000.00	5,000.00
401	25	2010	Travel/Per Diem	3,500.00	3,500.00
401	25	2011	Vehicle - Gas & Oil	3,500.00	3,500.00
401	25	2016	Education/Registration/Dues	43,000.00	43,000.00
401	25	2028	Recruitment Advertising	34,000.00	34,000.00
401	25	2086	Contractual Serv - Physicals	35,000.00	35,000.00
401	25	2111	Vehicle - Maintenance	3,000.00	3,000.00
401	25	2127	Employee Wellness Program	10,000.00	10,000.00
401	25	2130	Computers and Peripherals	5,000.00	5,000.00
401	25	2152	Contract Labor/Professional Servs	31,000.00	91,000.00
401	25	2165	Software	35,000.00	35,000.00
401	25	2904	Employee Recognition	32,000.00	32,000.00
Total				240,000.00	300,000.00



# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, February 16, 2021

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

03/01/2021	1 Sept 17 19 19	TTED BY Name, Title, Dept:	
	Chip Lov	v - Finance Director	
SUBJECT: Discussion of Departmental Operations Budg		HMENT(S):	
NO. OF ORIGINALS FOR SIGNATURE	ACTION	N REQUESTED:	
	Discuss	sion Item	
BUDGET LINE ITEM NUMBER:	1 505.700	FISCAL BUDGET YEAR: FY 22 Budget Year	
STRATEGIC PLAN Implementation of 5 Y	ear Strategic Plan:		
The information in the financial report meets to fiscally conservative and transparent manner.		hich is "Lea County responsible for the publics tax dollars in a 1.4	
SUMMARY:			
Easel Laptop Laptop how many:	For Presentation Easels/Laptop/Projector Other		
Easel Laptop Laptop Stranger Laptop L	Projector Othe	Summary Attached  Submitter's Signature Department Director, Etc.  Reviewed by Finance Director Henry C Digitally signed by Henry C Low Jr Date: 2021.03.01	
Easel Laptop	Projector Othe	Summary Attached  Submitter's Signature Department Director, Etc.  Reviewed by Finance Director Henry C Digitally signed by Henry C Low Jr	
Easel If checked; how many:  SUBMITTER'S RECOMMENDATION(S)  FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea County with	Projector Othe	Summary Attached  Submitter's Signature Department Director, Etc.  Reviewed by Finance Director Henry C Digitally signed by Henry C Low Jr Date: 2021.03.01 14:22:33 -07'00'  Reviewed by County Attorney  Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagore II Date: 2021.03.02 23-18-56	
Easel If checked; how many:  SUBMITTER'S RECOMMENDATION(S)  FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea County with  LEGAL REVIEW: (Note: Travel does not	Projector Othe	Submitter's Signature Department Director, Etc.  Reviewed by Finance Director Henry C Digitally signed by Henry C Low Jr Date: 2021.03.01 14:22:33-07'00'  Reviewed by County Attorney  Approved by County Attorney  Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.03.02 23:18:58 9700'	



COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Limited Personnel Matters, Namely the Interim Facilities Director; as Authorized by the NMSA 1978 § 10-15-1 H (2).

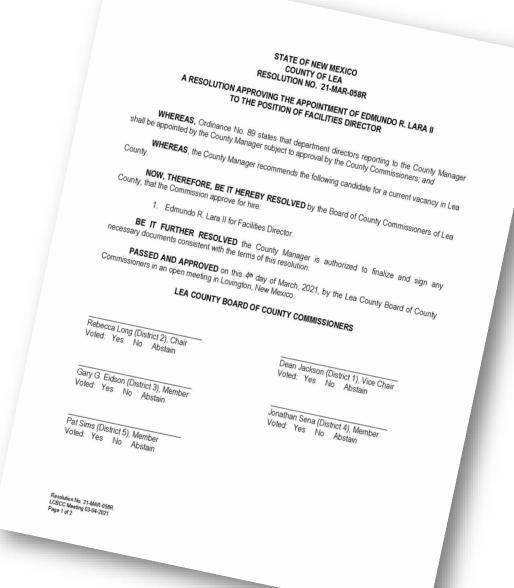
COMMISSION MAY CONVENE IN OPEN SESSION to take Action, if any, on the Closed Session Item(s).

Consideration of Lea County Resolution No. 21-MAR-058R Approving the Appointment of Edmundo R. Lara II to the Position of Facilities Director

Ordinance No. 89 states that department directors reporting to the County Manager shall be appointed by the County Manager subject to approval by the County Commissioners.

The County Manager recommends the following candidate for a current vacancy in Lea County.

Edmundo R. Lara II for Facilities Director.





# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

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County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY No	ame, Title, Dept:
02/28/2021	Mike Gallagher, Count	y Manager
SUBJECT:	ATTACHMENT(S):	
Appoint Edmundo Lara as Facilities Director	Resolution	
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUEST	ED:
1 Resolution	Action Item	
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET Y	EAR:
STRATEGIC PLAN Implementation of 5 Year Strategic Pl	lan:	
Employees are valued.		
SUMMARY:		
Ordinance No. 89 states that department director Manager subject to approval by the County Comm		nager shall be appointed by the County
The County Manager recommends the following ca	andidate for a current vacancy in	Lea County:
Edmundo R. Lara II for Faciliti	ies Director	
Edition N. Lata it for i admit	es Director.	
Requested Items Needed for Presentati	ion Essels/Lanton/Projector/Etc	See Additional
	other:	Summary Attached
SUBMITTER'S RECOMMENDATION(S):		Submitter's Signature
Approve Edmundo Lara as the Facilities Director		Department Director, Etc.  Sandra Astro-t-Brito
FINANCE REVIEW Fiscal Impact/Cost:		Reviewed by Finance Director
LEGAL DEVIEW Alter Town does not need local print	A.	Reviewed by County Attorney
LEGAL REVIEW: (Note: Travel does not need legal review	n	Reviewed by County Attorney
COUNTY MANAGER REVIEW:		Approved by County Manager
		to be Placed on Agenda Digitally signed by Michael P. Gallegher II Date: 2021.02.28 20:10.41
tem No. 0501 RECORDING SECRETAR	RY'S USE ONLY ~ COMMISSION	ACTION TAKEN
Approved: Denied: _		Other;
Resolution No. 21-MAR-058R Policy No.	 To:	Ordinance No
Continued To: Referred	10.	Comments.

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-MAR-058R

# A RESOLUTION APPROVING THE APPOINTMENT OF EDMUNDO R. LARA II TO THE POSITION OF FACILITIES DIRECTOR

WHEREAS, Ordinance No. 89 states that department directors reporting to the County Manager shall be appointed by the County Manager subject to approval by the County Commissioners; and

**WHEREAS**, the County Manager recommends the following candidate for a current vacancy in Lea County.

**NOW**, **THEREFORE**, **BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County, that the Commission approve for hire:

1. Edmundo R. Lara II for Facilities Director.

**BE IT FURTHER RESOLVED** the County Manager is authorized to finalize and sign any necessary documents consistent with the terms of this resolution.

**PASSED AND APPROVED** on this 4<sup>th</sup> day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
Gary G. Eidson (District 3), Member Voted: Yes No Abstain	Jonathan Sena (District 4), Member Voted: Yes No Abstain
Pat Sims (District 5), Member	

ATTEST:	Keith Manes Lea County Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Ву:		
Hollve	Shearer, Deputy Clerk	John W. Caldwell, County Attorney

# **Any Other Business**







# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, March 4, 2021

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County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:		BMITTED BY Name, Title		
02/28/2021			nator/Executive Department	
SUBJECT: Other Business	1000	ATTACHMENT(S): None		
NO. OF ORIGINALS FOR SIGNATURE:	ACT	ION REQUESTED:		
N/A	Acti	Action Item		
BUDGET LINE ITEM NUMBER:	FISC	AL BUDGET YEAR:		
N/A	N/A			
STRATEGIC PLAN implementation of 5 Year	ar Strategic Plan:			
Section 2 - 6: Transparency and ethical decision	on making continue to be the frame	work in which the county of	operates.	
OURMANY.				
SUMMARY: Any Other Business				
Any Other Business				
Easel Laptop Laptop how many:	r Presentation Easels/Laptop/Pr Projector Of	ojector/Etc. <b>:</b> her;	See Additional Summary Attached	
Easel Laptop Laptop Submitter's RECOMMENDATION(S):			Summary Attached Submitter's Signature	
Easel Laptop			Summary Attached	
Easel Laptop Laptop Submitter's RECOMMENDATION(S):			Submitter's Signature Department Director, Etc.	
Easel Laptop Laptop Submitter's RECOMMENDATION(S): Any Other Business	Projector O		Submitter's Signature Department Director, Etc.  Saraun Stat Brito	
Easel If checked; how many:  SUBMITTER'S RECOMMENDATION(S): Any Other Business  FINANCE REVIEW Fiscal Impact/Cost:  LEGAL REVIEW: (Note: Travel does not nee	Projector O		Summary Attached  Submitter's Signature Department Director, Etc.  Saram Attached  Reviewed by Finance Director  Reviewed by County Attorney	
Easel If checked; how many:  SUBMITTER'S RECOMMENDATION(S): Any Other Business  FINANCE REVIEW Fiscal Impact/Cost:	Projector O		Summary Attached  Submitter's Signature Department Director, Etc.  Sardural Stat Brito  Reviewed by Finance Director  Reviewed by County Attorney  Approved by County Manager to be Placed on Agenda	
Easel If checked; how many:  SUBMITTER'S RECOMMENDATION(S): Any Other Business  FINANCE REVIEW Fiscal Impact/Cost:  LEGAL REVIEW: (Note: Travel does not nee	Projector O	her:	Summary Attached  Submitter's Signature Department Director, Etc.  Saraur Stat Brito  Reviewed by Finance Director  Reviewed by County Attorney  Approved by County Manager to be Placed on Agenda Digitally signed by Michael  Make College P. Gallagher II Date 2021,02.28 20:10.41  -0700	
Easel If checked; how many:  SUBMITTER'S RECOMMENDATION(S):  Any Other Business  FINANCE REVIEW Fiscal Impact/Cost:  LEGAL REVIEW: (Note: Travel does not need)  COUNTY MANAGER REVIEW:  Approved:  RECORDING:	Projector Of Other Secretary's USE ONLY ~ (	COMMISSION ACTION Other:	Summary Attached  Submitter's Signature Department Director, Etc.  Saratus State State  Reviewed by Finance Director  Reviewed by County Attorney  Approved by County Manager to be Placed on Agenda Digitally signed by Michael Placed States States Dete: 2021.02.28 20:10.41  1700  TAKEN  Any Other Business	
Easel If checked; how many:  SUBMITTER'S RECOMMENDATION(S): Any Other Business  FINANCE REVIEW Fiscal Impact/Cost:  LEGAL REVIEW: (Note: Travel does not need)  COUNTY MANAGER REVIEW:  Item No. 0502 RECORDING:	Projector Ot	COMMISSION ACTION Other: Ordinan	Summary Attached  Submitter's Signature Department Director, Etc.  Sarata State State  Reviewed by Finance Director  Reviewed by County Attorney  Approved by County Manager to be Placed on Agenda  Digitally signed by Michael Place 2021,02.28 20:10.41  1700**  TAKEN	





Please Join Us at Our Next Meeting on Thursday, March 18, 2021 at 9:00 A.M.