



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: ARTHUR J GALLAGHER
DBA: ARTHUR J GALLAGHER RISK
MANAGEMENT SERVICES INC

Business Location: 400 KIVA COURT
SANTA FE, NM 87505

Owner:

License Number: 227520

Issued Date: May 29, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

ARTHUR J GALLAGHER
2850 GOLF RD TAX DEPARTMENT
ROLLING MEADOWS, IL 60008

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2019

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	CONTACT NAME: Direct All Inquires via E-mail	
	PHONE (A/C, No, Ext): 312-704-0100	FAX (A/C, No): 312-803-7443
E-MAIL ADDRESS: CertRequests@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lexington Insurance Company		19437
INSURER B: XL Specialty Insurance Company		37885
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1887434845**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			017018163	9/1/2019	9/1/2020	Per Claim/Aggregate \$12,000,000
B	Excess Errors & Omissions			ELU16326519	9/1/2019	9/1/2020	Per Claim/Aggregate \$13,000,000

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

Coverage extends to: Arthur J. Gallagher & Co., 18201 Von Karman Ave, Suite 200, Irvine, CA 92612

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
Attn: Risk Management/Safety Division
200 Lincoln Avenue
Santa Fe NM 87504

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2020

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	CONTACT NAME: Direct All Inquiries to Email PHONE (A/C, No. Ext): E-MAIL: Chi_Certificates@ajg.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company INSURER B : Arch Indemnity Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC # 11150 30830
INSURED ARTHJGA113 Arthur J. Gallagher & Co. 18201 Von Karman, Suite 200 Irvine, CA 92612		

COVERAGES**CERTIFICATE NUMBER:** 2048540166**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	41GPP4938412	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			41CAB4938312 (AOS) 41CAB4939012 (MA)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	41WCI4938112 (AOS) 44WCI0501912 (NY, TX, CA, KY, MO)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

General Liability:

General Aggregate Per Location Subject to \$10 Mil Policy aggregate.

Certholder is shown as an Additional Insured on the General Liability policy per form 00 GL0596 00 04 10 attached as required by written contract pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

Waiver of Subrogation applies in favor of Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
Attn: Risk Management/Safety Division
200 Lincoln Avenue
Santa Fe NM 87504

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41GPP4938412**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/1/2019**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER
REQUIRED BY WRITTEN CONTRACT WITH SUCH PERSON OR ORGANIZATION
PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESIONAL SERVICES AGREEMENT
ITEM#12-0405**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 15, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Arthur J. Gallagher & Co. (AJ Gallagher) (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to act as an Independent insurance advisor to the City of Santa Fe and proactively and provide ongoing unbiased professional advice and recommendations that benefit the City and its members.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3, paragraph A reads in its entirety as follows:

- A. The City shall pay the Contractor in full payment for broker services rendered, *seventy seven thousand, six hundred thirteen dollars and thirty two cents (\$77,613.32)* for fiscal year twenty-one (FY 21), inclusive of applicable gross receipts taxes. Payment to the contractor shall include insurance premiums fees in order to provide oversight and ensure

compliance of third party administrators assigned to handle City accounts based on the best obtainable quotes received, reviewed and determined by both the Contractor and the City. The total cost for the insurance programs selected for fiscal year twenty-one (FY 21) is: *two million, nine hundred forty-nine thousand, eight hundred thirty-six dollars and ninety seven cents (\$2,949,836.79)* inclusive of applicable gross receipts taxes.

Total compensation to be paid to the contractor for FY 21 shall not exceed; *three million, twenty-seven thousand, four hundred fifty dollars and eleven cents (\$3,027, 450.11).*

2. TERM:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2021.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
MARIA KING
ARTHUR J. GALLAGHER & CO.



ALAN M. WEBBER, MAYOR

DATE: Sep 14, 2020


NAME

AREA PRESIDENT
TITLE

DATE: 9-10-2020
CRS#94-3015711

Registration #

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 07/29/2020

GC
GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 10, 2020 16:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

6001750.555300

Org. Name/Org.#



City of Santa Fe New Mexico

Finance Department

Memorandum



DATE: June 9, 2020

TO: Finance Committee

FROM: Bradley Fluetsch, CFA, Planning and Investment Officer

VIA: Fran Dunaway, Chief Procurement Officer

RE: Request of Approval-Amendment #1, PSA #12-0405

SUMMARY:

Amendment to professional service agreement with Arthur J. Gallagher & Co. (#12-0405) in the amount of \$77,613.32 for Comprehensive Insurance Program Coverage for Independent Insurance broker fees as the City is self-insured.

Funding is available in business unit and line item 6001750.555300 (Risk) for 2020-2021 fiscal year budgets.

Attached is Amendment #1 of original PSA (#12-0405) with Arthur J. Gallagher & Co. This amendment is to simply extend a year of services for fiscal year 2020-2021. No other terms and conditions of the original PSA were changed.

APPROVAL:

Recommendation of approval of Amendment #1 for PSA #12-0405 with Arthur J. Gallagher (AJ Gallagher)



City of Santa Fe New Mexico

Finance Department

Memorandum



DATE: June 15, 2020

TO: Governing Body

VIA: Jarel LaPan-Hill, City Manager
Mary McCoy, Finance Director

FROM: Bradley Fluetsch, CFA, Planning and Investment Officer bjf

RE: Request for Approval – Renewal of Comprehensive Insurance Program
Coverage Submitted by A.J. Gallagher – RFP# “12/19/P

Summary:

Risk Management manages the insurance policies for the City with the exception of the health insurance policy. On June 13, 2012, the City Council awarded RFP#’12/19/P to A.J. Gallagher (AJG) for insurance broker services. Each June, AJG brings insurance policies to the City based on the needs of the City. The annual agreement expires at the end of June 2020, and the Risk Management Division is seeking a one year extension.

AJ Gallagher presented the attached options for the City’s insurance renewal for FY21. The insurance policies are based on the City’s operations, exposures and risk. The renewal is an increase of 11.4%, or \$311,252; however, the renewal policy does not include General Liability for Mid-town Campus. The City’s operation of the emergency homeless shelter in response to the coronavirus pandemic made the renewal of the General Liability insurance for Midtown Campus unattainable at any price for the City, so the City is now self-insured for General Liability at the Midtown Campus. The City can seek to renew the General Liability policy for the Midtown Campus when the City is no longer operating the emergency homeless shelter or when the City transitions the management of the emergency homeless shelter to a third party with insurance coverage.

The various insurance premiums will be incorporated into the FY21 budget with the Governing Body’s approval of this renewal package.

Recommendation:

The Risk Management Division recommends approval of the FY21 renewal as presented by A.J. Gallagher in the amount of \$3,034,268 and to purchase General Liability Insurance for the Mid-Town Campus at a later date when feasible.

Attachments:

AJ Gallagher Program Proposal Renewal Quotes
AJ Gallagher Broker Service Contract
Certificate of Insurance



City of Santa Fe

Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor AJ Gallagher

3 Complete information requested ☐ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$20,076,319.70

Termination Date: June 30, 2020 - 8 yrs

☒ Approved by Council Date: June 15, 2012- June 2015

☐ or by City Manager Date: _____

Contract is for: Insurance Broker services & Insurance premiums

Amendment # 12-0405#1 to the Original Contract# 12-0405

Increase/(Decrease) Amount \$ \$3,034,268.00 total: broker fee & prem.

Extend Termination Date to: July 1, 2020 - June 30, 2021 (1 yr.)

☒ Approved by Council Premium June 24, 2020, Contract July 29, 2020

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT
☐ Inclusive of GRT

Amount \$ 20,076,319.70 of original Contract# 12-0405 Termination Date: 6/30/2020

Reason: Borker Fees and Insurance Premiums fees negotiated by broker

Amount \$ 3,034,268.00 amendment # 1 (One) Termination Date: 6/30/2021

Reason: extend term 1 yr. & increase compensation for broker fees and premiums

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 23,110,587.70



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 12-19P (8 year award) re-visit GB 2015 Date: 6/15/2012

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** One year extension of eight year contract for a 9th year (13-1-150 multi
example: (First year of 4 year contract) term 10 years determined by
CPO.

Fran Dunaway 06/26/20
Fran Dunaway (Jun 26, 2020 10:04 MDT)

Purchasing Officer Review

Comments or Exceptions: RFP to be issued FY 21 for broker and insurance premiums

7 **Funding Source:** _____ **Org/Obj** _____

Alexis Lotero
Alexis Lotero (Jun 26, 2020 09:35 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Fran Dunaway, Chief Procurement Officer

Phone # (505) 955-6432

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



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DATE (MM/DD/YYYY)

6/11/2020

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606		CONTACT NAME: Direct All Inquiries to Email PHONE (A/C, No, Ext): E-MAIL: Chi_Certificates@ajg.com ADDRESS: FAX (A/C, No):	
INSURED ARTHJGA113 Arthur J. Gallagher & Co. 18201 Von Karman, Suite 200 Irvine, CA 92612		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Arch Indemnity Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11150 30830	

COVERAGES

CERTIFICATE NUMBER: 2048540166

REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	41GPP4938412	10/1/2019	10/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		41CAB4938312 (AOS) 41CAB4939012 (MA)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	41WCI4938112 (AOS) 44WCI0501912 (NY, TX, CA, KY, MO)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

General Liability:

General Aggregate Per Location Subject to \$10 Mil Policy aggregate.

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CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
Attn: Risk Management/Safety Division
200 Lincoln Avenue
Santa Fe NM 87504

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AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED

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LIQUOR LIABILITY FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41GPP4938412**

Named Insured: **ARTHUR J GALLAGHER & COMPANY**

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/1/2019**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER
REQUIRED BY WRITTEN CONTRACT WITH SUCH PERSON OR ORGANIZATION
PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of Section
IV - Conditions:**

We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person
or organization and included in the "products-
completed operations hazard". This waiver applies
only to the person or organization shown in the
Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2019

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	CONTACT NAME: Direct All Inquires via E-mail PHONE (A/C, No, Ext): 312-704-0100 E-MAIL ADDRESS: CertRequests@ajg.com FAX (A/C, No): 312-803-7443
INSURED ARTHJGA113 Arthur J. Gallagher & Co. and its subsidiaries The Gallagher Centre 2850 West Golf Road Rolling Meadows IL 60008	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19437 37885

COVERAGES**CERTIFICATE NUMBER:** 1887434845**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Errors & Omissions Excess Errors & Omissions		017018163 ELU16326519	9/1/2019 9/1/2019	9/1/2020 9/1/2020	Per Claim/Aggregate \$12,000,000 Per Claim/Aggregate \$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage extends to: Arthur J. Gallagher & Co., 18201 Von Karman Ave, Suite 200, Irvine, CA 92612

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
Attn: Risk Management/Safety Division
200 Lincoln Avenue
Santa Fe NM 87504

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

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City of Santa Fe, New Mexico

memo

June 1, 2015

To: Finance Committee

From: Barbara Boltrek, Risk & Safety Manager *BB*
Office of Risk Management & Safety

Via: Oscar S. Rodriguez, Finance Director
Finance Department

Subject: Request for Approval – Renewal of Comprehensive Insurance Program
Cover Submitted by A.J. Gallagher – RFP# '12/19/P

Summary:

On June 13, 2012, the City Council awarded RFP# '12/19/P for which we are hereby requesting approval of our insurance coverages for the fourth year of an eight-year award. The attached lists the various lines of coverage with the expiring and proposed premium costs per line of coverage.

Funding for this recommendation is as follows:

62102.555300	Risk – Premiums	\$1,851,882.00
52800.555300	Airport – Premiums	11,781.00
52104.555600	Fine Arts – Property Coverage	3,000.00
62111.555700	Excess Work Comp – Excess Insurance	117,036.00
52501.555300	SWAMA – Pollution Coverage	36,095.34
7280000.555300	BDD – Umbrella Coverage	<u>49,988.00</u>
Total premiums		\$2,069,782.34
62102.555300	Broker fee	<u>71,028.00</u>
		\$2,140,810.34

Action:

Recommendation for approval of the above mentioned insurance policies and coverage for FY 2015-16 in the amount of \$2,140,810.34 and forward to the City Council for its consideration.

Attachment:

AJ Gallagher Program Proposal Renewal Quotes
AJ Gallagher Broker Services Contract



Arthur J. Gallagher Risk Management Services

Professional Liability Insurance

Premium Summary

The estimated program cost for the recommended program/options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM The Travelers Indemnity Company of Connecticut	PROPOSED The Travelers Indemnity Company of Connecticut
Property Including Inland Marine & Equipment Breakdown	Premium	\$262,871.00	\$247,571.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$262,871.00	\$247,571.00
General Liability Including Liquor Liability	Annualized Cost	-	-
	TRIA Premium	-	-
	Premium	\$546,310.00	\$555,187.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
Business Auto	Total Fees	-	-
	Estimated Cost	\$546,310.00	\$555,187.00
	Annualized Cost	-	-
	TRIA Premium	-	-
	Premium	\$389,999.00	\$418,312.00
Professional Liability (Including Employee Benefit, Law Enforcement, Public Entity Management, EPL)	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$389,999.00	\$418,312.00
	Annualized Cost	-	-
	TRIA Premium	-	-
	Premium	\$594,832.00	\$604,390.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$594,832.00	\$604,390.00
	Annualized Cost	-	-
	TRIA Premium	-	-



Arthur J. Gallagher Risk Management Services

Contractor's Equipment Policy

LINE OF COVERAGE		EXPIRING PROGRAM The Travelers Indemnity Company of Connecticut (Travelers Group)	PROPOSED The Travelers Indemnity Company of Connecticut (Travelers Group)
Cyber Liability	Premium	\$3,966.00	\$4,344.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$3966.00	\$4,344.00
Crime	Annualized Cost	-	-
	TRIA Premium	-	-
	Premium	\$3,167.00	\$3,167.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
Umbrella	Total Fees	-	-
	Estimated Cost	\$3,167.00	\$3,167.00
	Annualized Cost	-	-
	TRIA Premium	-	-
	Premium	\$46,709.00	\$49,988.00
TOTAL TRAVELERS	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$46,709.00	\$49,988.00
	Annualized Cost	-	-
TRIA Premium		-	-
		TRAVELERS EXPIRING	TRAVELERS RENEWAL
		\$1,847,854.00	\$1,882,959.00
		-	-
		-	-
		\$1,847,854.00 ¹	\$1,882,959.00 ¹
		-	-

¹ This represents a 1.89% increase.

Note: The Flood Deductible for Contractors Equipment has been increased to \$100K (discussed last year)

Note: The autos and equipment that maintain the airport tarmac, runways etc are excluded. Covered under Aviation policy



Arthur J. Gallagher Risk Management Services

Revised Risk Management Report

LINE OF COVERAGE		EXPIRING PROGRAM	PROPOSED
Fiduciary Liability	Premium	\$12,500.00	\$13,019.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$12,500.00	\$13,019.00
Excess Workers' Compensation	Annualized Cost	-	-
	TRIA Premium	Included	Included
	Premium	\$112,032.00	\$117,036.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
Aviation Liability	Total Fees	-	-
	Estimated Cost	\$112,032.00	\$117,036.00
	Payroll	\$71,448,798	\$72,289,177
	Retention	Police/Fire: \$650K	Police/Fire: \$650K
		All others: \$600K	All others: \$600K
Storage Tank Liability	Premium	\$11,781.00	\$11,781.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$11,781.00	\$11,781.00
Equipment Floater	Annualized Cost	-	-
	TRIA Premium	\$11,781.00	\$11,781.00
	Premium	\$5,662.00	\$5,662.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
Equipment Floater	Total Fees	-	-
	Estimated Cost	\$5,662.00	\$5,662.00
	Annualized Cost	-	-
	TRIA Premium	Included	Included
	Premium	\$1,103.00	Included in Fine Arts Policy
Equipment Floater	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$1,103.00	-
	Annualized Cost	-	-



Arthur J. Gallagher Risk Management Services

Revised April 24, 2013 - All figures in thousands

LINE OF COVERAGE		EXPIRING PROGRAM	PROPOSED
Santa Fe Solid Waste Pollution Liability Including General Liability	Premium	\$34,189.00	\$34,043.00
	Taxes	\$1,056.73	\$1,052.34
	Srchrg & Asmnt	-	-
	Total Fees	\$1,000.00	\$1,000.00
	Estimated Cost	\$36,587.73	\$36,095.34
Inland Marine - Fine Arts	Annualized Cost	-	-
	TRIA Premium	Included	Included
	Premium	\$2,888.00 ²	\$3,000.00 ^{2a}
	Taxes	-	-
	Srchrg & Asmnt	-	-
Annual Broker Fee	Total Fees	-	-
	Estimated Cost	\$2,888.00	\$3,000.00
		\$68,959.00	\$71,028.00
TOTAL ALL OTHER		\$251,512	\$257,851
ESTIMATED TOTAL PREMIUM		\$2,099,366	\$2,140,810 ³

²Total Premium includes Floater Policy (Library ONLY) with \$500 Deductible and Fine Arts Policy (Marcy St ONLY) with \$2,500 Deductible

^{2a}Coverage for Fine Arts for ALL locations owned and operated by City; Deductible \$1,000 and \$5,000 for outdoor sculptures. Extended coverage for consignments; broader policy form; \$1mm Limit

³Overall premium represents 1.97% increase from expiring.

ITEM # 12-0405

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Arthur J. Gallagher & Co. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City and its members. Meet with City Risk Management staff, City committees, and /or staff of City departments as requested.
- B. Proactively provide ongoing review and analysis of the City's insurance programs and make any appropriate recommendations for coverage changes or new coverages. Provide early warning of rate and coverage changes or renewal problems and annually provide a comprehensive report that reviews all City insurance programs.
- C. Assure that insurance policies are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers. Advise in writing of any changes to insurance policy within 14 days.
- D. Review policies and other documents in detail within 14 days of receipt of the documents to check the wording and accuracy of each policy, binder,

certificate, endorsement or other document received from the insurers to ensure the intended coverage is provided, and all coverage, terms, and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the City.

E. When more than one market is approached for a line of coverage, provide the City with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.

F. Issue certificates of insurance within three (3) business days following the date of request.

G. Comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of New Mexico.

H. Make available consultation services as well as loss control services as requested by the City. Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives, including types, availability, cost, and extent of coverages that should be considered.

I. Provide oversight and ensure compliance of third party administrators assigned to handle the City accounts.

2. STANDARD OF PERFORMANCE: LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. From July 1, 2012 to July 1, 2013, the City shall pay to the Contractor in full payment for services rendered, a sum not to exceed sixty five thousand dollars (\$65,000.00) inclusive of applicable gross receipts taxes. Effective July 1st of each fiscal year, the City shall pay to the Contractor in full payment for services rendered, \$65,000 plus a 3% annual increase, inclusive of applicable gross receipt taxes, for the remainder of the term of this Agreement.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of monthly detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is not based upon hourly rates for services rendered, it is based upon a monthly service basis, therefore, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe
Risk Management/ Safety Division
200 Lincoln Avenue
Santa Fe, NM 87504

Contractor: Arthur J. Gallagher & Co.
15 Enterprise, Suite 200
Aliso Viejo, CA 92656

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

David Coss

DAVID COSS, MAYOR

DATE: 6/15/12

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK 6/15/12

APPROVED AS TO FORM:

Justin Amer for
GENO ZAMORA, CITY ATTORNEY
5/31/12

CONTRACTOR:
Arthur J. Gallagher & Co.

By: Arthur J. Gallagher
(Name & Title)


Title: Area President

Date: 6-20-2012

Fed. ID. CRS# 94-3015711

City of Santa Fe Business
Registration # 12-111023

APPROVED:


DR. MELVILLE L. MORGAN, FINANCE DIRECTOR

06/14/12

62012, 555 300
Business Unit Line Item
various funds



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2014

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-312-704-0100
Arthur J. Gallagher Risk Management Services, Inc.300 South Riverside Plaza
Suite 1900
Chicago, IL 60606
Direct all inquiries to emailINSURED
Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc.
18201 Von Karman, Suite #200

Irvine, CA 92612

CONTACT

NAME:

PHONE
(A/C, No, Ext):FAX
(A/C, No):

E-MAIL:

ADDRESS: Chi.Certificates@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: LEXINGTON INS CO

19437

INSURER B: XL SPECIALTY INS CO

37885

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 41829491

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPROP AGG
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRE AUTOS						PROPERTY DAMAGE (Per accident)
	SCHEDULED AUTOS NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH- ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	Errors & Omissions			015012431	09/01/14	09/01/15	Each Wrongful Act
B	(Claims Made)			ELU13573314	09/01/14	09/01/15	Aggregate

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

CERTIFICATE HOLDER

CANCELLATION

For evidence of insurance coverage only

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

AUTHORIZED REPRESENTATIVE

Thomas B. Gallagher



Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
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Phone: (949)349-9800 Fax: (949)349-9900

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

License #: 0726293

KOPNA1

Invoice # 1397332 Page 1 of 2

Account Number SANTFE0-01 Date 7/1/2015

BALANCE DUE ON 7/1/2015

AMOUNT PAID Amount Due \$1,882,959.00

Cyber Liability	PolicyNumber: 14S09919	Company: The Travelers Indemnity Company of CT		Effective: 7/1/2015 to 7/1/2016	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204265	7/1/2015	7/1/2015	RENB	Cyber Renewal	\$4,344.00
Commercial Package	PolicyNumber: 15N80223	Company: The Travelers Indemnity Company of CT		Effective: 7/1/2015 to 7/1/2016	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204260	7/1/2015	7/1/2015	RENB	Liability Package Renewal	\$1,159,577.00
Umbrella	PolicyNumber: 15N480235	Company: The Travelers Indemnity Company of CT		Effective: 7/1/2015 to 7/1/2016	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204270	7/1/2015	7/1/2015	RENB	Umbrella Renewal	\$49,988.00
Crime	PolicyNumber: 8302C41023A	Company: The Travelers Indemnity Company of CT		Effective: 7/1/2015 to 7/1/2016	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204267	7/1/2015	7/1/2015	RENB	Crime Renewal	\$3,167.00
Automobile	PolicyNumber: 810-2C410241	Company: The Travelers Indemnity Company of CT		Effective: 7/1/2015 to 7/1/2016	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204263	7/1/2015	7/1/2015	RENB	Auto Renewal	\$418,312.00
Property	PolicyNumber: H-630-2C41023A-IND-15	Company: The Travelers Indemnity Company of CT		Effective: 7/1/2015 to 7/1/2016	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204257	7/1/2015	7/1/2015	RENB	Property Renewal including Inland Marine and EB	\$247,571.00

Thank you for your business

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Invoice # 1397332

Page 2 of 2

Account Number
SANTFE0-01

Date
7/1/2015

BALANCE DUE ON
7/1/2015

AMOUNT PAID

Amount Due
\$1,882,959.00

Total Invoice Balance:

\$1,882,959.00

Good for the environment. Less paper for you!

Our clients tell us that receiving both a statement and an invoice is duplicative. And we've listened.

Arthur J. Gallagher will only send you an invoice.

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Invoice # 1394995

Page 1 of 1

Account Number
SANTFE0-01

Date
6/30/2015

BALANCE DUE ON
7/1/2015

AMOUNT PAID

Amount Due
\$12,890.00

Fiduciary Liability Policy Number: 01-462-99-27

Company: National Union Fire Insurance Company of Pittsb Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7195597	7/1/2015	7/1/2015	RENB	15-16 Fiduciary Renewal Premium	\$12,890.00

Thank you for your business

Total Invoice Balance: \$12,890.00

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Invoice # 1395940

Page 1 of 1

Account Number
SANTFE0-01

Date
6/30/2015

BALANCE DUE ON
7/1/2015

AMOUNT PAID

Amount Due
\$5,892.00

Environmental Liability PolicyNumber: G27064231-004

Company: ACE American Insurance Company

Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7200171	7/1/2015	7/1/2015	RENB	15-16 Storage Tank Renewal Premium	\$5,892.00

Thank you for your business

Total Invoice Balance: \$5,892.00

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Invoice # 1401442

Page 1 of 1

Account Number
SANTFE0-01

Date
7/6/2015

BALANCE DUE ON
7/6/2015

AMOUNT PAID

Amount Due
\$71,028.00

Risk Management Fee	PolicyNumber:	BROKER FEE	Company:	Effective:	7/1/2015 to 7/1/2016
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7218048	7/1/2015	7/6/2015	AFEE	15-16 Annual Broker Fee	\$71,028.00

Thank you for your business

Total Invoice Balance: \$71,028.00

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Invoice # 992644

Page 1 of 1

Account Number
SANTFE0-01

Date
7/5/2014

BALANCE DUE ON
7/1/2015

AMOUNT PAID

Amount Due
\$11,781.00

Aviation

PolicyNumber: 9959-1934-04

Company: Federal Insurance Company

Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4926871	7/1/2015	7/1/2015	RENB	Airport Liability renewal	\$11,781.00

Total Invoice Balance:

\$11,781.00

Please include invoice number with your remittance to expedite processing.

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Invoice # 1399743

Page 1 of 1

Account Number
SANTFE0-01

Date
7/2/2015

BALANCE DUE ON
7/2/2015

AMOUNT PAID

Amount Due
\$36,095.34

Environmental Liability PolicyNumber: 15PKGWE00097

Company: Evanston Insurance Company

Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7211871	7/1/2015	7/2/2015	RENB	15-16 SFSWMA Pollution Liability Renewal Premium	\$34,043.00
7211872	7/1/2015	7/2/2015	CFEE	Broker Fee	\$1,000.00
7211873	7/1/2015	7/2/2015	SLTX	State Tax	\$1,052.34

Thank you for your business

Total Invoice Balance:

\$36,095.34

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Invoice # 1395022 Page 1 of 1

Account Number
SANTFE0-01

Date
6/30/2015

BALANCE DUE ON
7/1/2015

AMOUNT PAID

Amount Due
\$3,000.00

Fine Arts	PolicyNumber:	HTB-000069-002	Company:	Ironshore Indemnity Inc.	Effective:	7/1/2015	to	7/1/2016
Item #	Trans Eff Date	Due Date	Trans	Description				Amount
7195664	7/1/2015	7/1/2015	RENB	15-16 Fine Arts Renewal Premium				\$3,000.00

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Total Invoice Balance: \$3,000.00

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Invoice # 1396080

Page 1 of 1

Account Number
SANTFE0-01

Date
6/30/2015

BALANCE DUE ON
7/1/2015

AMOUNT PAID

Amount Due
\$117,036.00

Workers Comp	PolicyNumber:	SP4053474	Company:	Safety National Casualty Corporation	Effective:	7/1/2015 to 7/1/2016
Item #	Trans Eff Date	Due Date	Trans	Description	Amount	
7200818	7/1/2015	7/1/2015	RENB	15-16 Excess Workers' Compensation renewal	\$117,036.00	

Thank you for your business

Total Invoice Balance: \$117,036.00

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PO Box 742886
Los Angeles, CA 90074-2886

Signature:

Email: gfcardenas@santafenm.gov

Signature: Geralyn Cardenas
Geralyn Cardenas (Sep 14, 2020 10:01 MDT)

Email: gfcardenas@santafenm.gov












GB RISK 20-0369 AJ GALLAGHER1

Final Audit Report

2020-09-14

Created:	2020-09-11
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWCTeEuwzBfX-QpWNwoXCL_hxU9xZ5xP_

"GB RISK 20-0369 AJ GALLAGHER1" History


-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-09-11 - 3:00:18 PM GMT- IP address: 63.232.20.2
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2020-09-14 - 7:59:03 PM GMT