

**CITY OF SANTA FE  
AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES CONTRACT  
ITEM #21-0629**

This AMENDMENT No.1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated November 21, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Arthur J. Gallagher & Co. (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 Contract, Contractor has agreed to provide insurance advisor services.
- B. Pursuant to Article 13 of the Contract, 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:

**1. SCOPE OF WORK**

The following paragraph I shall be added to the Scope of Work, after paragraph H:

- I. The Contractor shall pay the City's insurer(s) upon the City's acceptance of the recommended insurance program. If the quote for the recommended insurance program is within the annual compensation limits outlined in this Contract, the City Manager may accept the insurance program by signing the insurance binders.

**2. COMPENSATION.**

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of

Twelve Million, Eight Hundred Ninety-Seven Thousand Ninety-Two Dollars and Four Cents (\$12,897,092.04), and sub-part 5 shall be inserted, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for services satisfactorily performed, such compensation shall not **exceed Thirteen Million, One Hundred Ninety-One Thousand Nine hundred Seventy-Two Dollars and Sixty-Four Cents (\$13,191,972.64) including New Mexico Gross Receipts Tax and expenses, throughout the full term of the contract. This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

- 1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of sixty-five thousand dollars (\$65,000.00) for FY 2021-2022
- 2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of sixty six thousand nine hundred and fifty dollars (\$66,950.00) for FY 2022-2023
- 3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of sixty eight thousand nine hundred fifty nine dollars (\$68,959.00) for FY 2023-2024
- 4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy one thousand twenty seven dollars (\$71,027.00) for FY 2024-2025,
- 5) The City shall pay to the Contractor in full for the City's selected insurance programs as follows:
  - a. Fiscal Year 2022 sixty eight thousand twenty two dollars (\$68,022.00) (This amount has been paid in full before this amendment.)
  - b. Fiscal Year 2023 three million two hundred seventy nine thousand eight hundred thirty six dollars and

fifty seven cents (\$3,279,836.57) (This amount has been paid in full at the time of this amendment.)

c. Fiscal Year 2024 five million four hundred seventy one thousand nine hundred forty six dollars and eighty cents (\$5,471,946.80) (This amount has been paid in full at the time of this amendment.)

d. Fiscal Year 2025: four million three hundred seventy two one hundred sixty seven dollars and twenty seven cents (\$4,372,167.27).

The amounts in this sub-paragraph 5 do not include any payment for services to the Contractor for brokerage services. Rather, they are payments for the City's insurance program.

Fiscal Year 2022	\$68,022.00
Fiscal Year 2023	\$3,279,836.57
Fiscal Year 2024	\$5,471,946.80
Fiscal Year 2025	\$4,372,167.27


Paragraphs B and C shall not change.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth below.

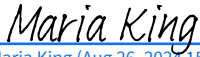
CITY OF SANTA FE:

  
Alan Webber (Aug 29, 2024 14:01 MDT)  
ALAN WEBBER, MAYOR

DATE: Aug 29, 2024

CONTRACTOR:

Arthur J Gallagher & Co.

  
Maria King (Aug 26, 2024 15:42 PDT)  
Maria King, Area President

DATE: Aug 26, 2024

NMBTIN# \_\_\_\_\_

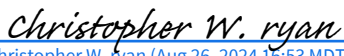
CITY OF SF BUSINSS LICENSE # \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 08/28/2024

  
xv

CITY ATTORNEY'S OFFICE:

  
Christopher W. Ryan (Aug 26, 2024 16:53 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
ALEXIS LOTERO (Aug 27, 2024 11:53 MDT)  
FINANCE DIRECTOR

Routing only contract for now, will route the supporting documents at a later time. Approved by Travis.

# Arthur Gallagher Amendment \_1 - Final CAO

Final Audit Report

2024-08-27

Created:	2024-08-26
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAItv8aS3ABjSfuk4qfCN8W8a-TPQtMXT3

## "Arthur Gallagher Amendment \_1 - Final CAO" History

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2024-08-26 - 11:05:35 PM GMT
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-  Agreement completed.  
2024-08-27 - 5:53:11 PM GMT

**Signature:**   
XAVIER VIGIL (Aug 29, 2024 13:52 MDT)

**Email:** xivigil@santafenm.gov










# 24-0529 Arthur J. Gallagher & Co

Final Audit Report

2024-08-29

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