SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
GALLAGHER BENEFIT SERVICES

This Agreement is entered into this 27th day of October 2026, between **Santa Fe County,** a political subdivision of the state of New Mexico (the "County"), and **Gallagher Benefit Services, Inc.**, 4582 South Ulster St, Suite 600, Denver, CO 80237 (the "Contractor").

Background

WHEREAS, the Contractor is a party to Master Agreement #RFP 012125 with Sourcewell. Sourcewell is a local government and service cooperative created under the laws of Minnesota. Sourcewell offers a Cooperative Purchasing Program in which the County is a participating government entity; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-129 (Procurement under existing contracts), as a participating entity of the Cooperative Purchasing Program the County has procured the Contractor's services under this Agreement and:

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services.

NOW, THEREFORE, the parties agree as follows:

Agreement

1. CONTRACTOR'S SERVICES – To provide comprehensive employee benefits consulting and broker services as proposed by the Contractor in its proposal dated September 18, 2026 (see Attachment A).

2. ADDITIONAL SERVICES

A. The parties agree that all tasks in section 1 (Contractor's Services) will be completed to the County's satisfaction and for the amount stated section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Contractor's Services. Any changes to the Contractor's services must be made by written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

A. The total compensation payable to the Contractor for the initial term of this Agreement will not exceed **$90,500.00**, *inclusive* of NMGRT. Any NMGRT levied on amounts payable under this Agreement will be paid by the County to the Contractor.

B. After the initial one-year term of this Agreement, the Contractor will impose a 3% annual consulting fee increase.

C. Contractor must submit a written request for payment to the County when payment is due. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The County will not make payment until the County issues a written certification accepting the services.

1) The County's representative for certification of acceptance or rejection of services is Valerie Aghaei Park, Director, Human Resources and Risk Management, (505) 995-6507, vpark@santafecountynm.gov, or other individual as may be designated by the County.

2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the County may, without penalty, withhold payments due the Contractor for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.

D. The County's payment to Contractor will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will become effective the date of last signature by the parties. The initial service term of this Agreement will commence on October 12, 2026,through October 11, 2027, unless earlier terminated under section 5 (Termination) or section 6 (Appropriations and Authorizations). The parties may agree to extend the term by written amendment.

5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must state the effective date of termination, which must not be less than 90 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The parties intend that the Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

A. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Contractor's Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payment due under this Agreement may serve as a release of the County, its elected officials, officers, agents and employees from liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY OF COUNTY INFORMATION; CONFIDENTIALITY OF; CONTRACTOR'S RECORDS OR INFORMATION; INDEMNITY

Any information that is confidential to the County and that may be provided to or developed by the Contractor for the County as part of the Contractor's services under this Agreement, will be kept confidential and will not be made available to any individual or organization by the Contractor without the prior written approval of the County.

Contractor acknowledges that the County may be required to disclose certain of the Contractor's information or records that the Contractor's considers to be confidential under the New Mexico Inspection of Public Records Act, NMSA 1978, §14-2-1 ("IPRA"). If the County receives an IPRA request for information that the Contractor has designated as confidential, the County will notify the Contractor. The Contractor must respond within ten calendar days stating whether it contends that the records or information is exempt from disclosure, the legal basis for that position, and an affidavit supporting its contention. A designation of "confidential", "proprietary", or "trade secret" by the Contractor is not binding on the County, and the County may not withhold records solely because the Contractor labels them as such. The County reserves the right to require the Contractor to obtain judicial relief declaring the designated materials confidential and prohibiting disclosure. If the Contractor fails to timely substantiate its claims of confidentiality, the County may proceed with disclosure as it deems appropriate under IPRA and applicable law.

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright, except for any and all work product, know-how, methods, processes and other materials that are developed or prepared by Gallagher under this Agreement in the course of performing the Services shall be owned by Gallagher, provided however, Client shall own all final deliverables provided to Client by the Contractor.

13. CONFLICT OF INTEREST

The Contractor states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. Both parties will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to: (i) its performance of this Agreement or any subcontract entered into pursuant to it; or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records for a period of six years from the date

of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable prior written notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to: (i) its performance of this Agreement or any subcontract entered into pursuant to it; or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable prior written notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION & LIMITATIONS OF LIABILITY

A. Contractor agrees to defend, indemnify and hold the County and its elected officials, agents, and employees harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the Contractor's: (i) grossly negligent acts or omissions, or (ii) intentional and willful misconduct; provided, however, Contractor's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the County or its elected officials, agents, and employees.

B. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, EACH PARTY SHALL ONLY BE LIABLE FOR ACTUAL, DIRECT DAMAGES INCURRED BY THE OTHER PARTY, AND SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THEIR EXISTENCE, (WHETHER INCURRED IN A DISPUTE OR AN ACTION AGAINST THE OTHER, OR AS ALLEGED DAMAGES THAT ANY PARTY INCURRED IN ANY INSURANCE COVERAGE DISPUTE, OR OTHERWISE). FURTHERMORE, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT, IF ANY, OF EITHER PARTY TO THE OTHER FOR CLAIMED LOSSES OR DAMAGES SHALL NOT EXCEED $1,000,000. THIS PROVISION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM (TORT, CONTRACT, STATUTORY, OR OTHERWISE), ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER MAY BE BROUGHT BY EITHER PARTY ANY LATER THAN TWO (2) YEARS AFTER THE ACCRUAL OF SUCH CLAIM OR CAUSE OF ACTION.

C. The County may participate in the defense of any demand, suit, or cause of action that relate to the County at its sole cost. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The County:	Santa Fe County Attn: Valerie Aghaei Park, Director Human Resources & Risk Management 102 Grant Avenue Santa Fe, NM 87504-0276
The Contractor:	Gallagher Benefit Services, Inc. Attention: Ben Anderson, Client Manager 4582 South Ulster St., Suite 600 Denver, CO 80237

23. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD-PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE

A. General. The Contractor must submit evidence of insurance as is required in this

section. The Contactor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.

B. Liability Insurance, Including Automobile. The Contractor must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Contactor's insurance must include coverage for all services and work performed for the County under this Agreement; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract.

C. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, Section 41-4-1, as amended, the Contractor must increase the maximum limits of any insurance required under this Agreement.

27. PERMITS AND FEES

Contractor will procure all applicable permits, licenses, and pay all fees associated with its performance of the services and the Contractor's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor appoints the Corporation Service Company, 123 East Marcy Street, Suite 101, Santa Fe, New Mexico 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent will have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

31. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification and Limitations of Liability, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

	10/27/2026
Gregory S. Shaffer Santa Fe County Manager	Date

Approved as to form:

Roberta D. Joe for W.B.	10/13/2026
Walker Boyd Santa Fe County Attorney	Date

CONTRACTOR - Gallagher Benefit Services, Inc.

Ben Anderson (Oct 13, 2026 21:44:29 CDT)	Oct 13, 2026
Ben Anderson Area President, Gallagher Benefit Services	Date