

# City Contract

Version 5.5 released on 7/1/25

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



<b>CITY COUNCIL USE ONLY</b>		<b>CITY CLERK USE ONLY</b>	
Date Received: _____	Tracking #: _____	<input type="checkbox"/> Scanned	Date: _____
Committee Date: _____	Committee: _____	<input type="checkbox"/> Posted	Item #: _____
1 <sup>st</sup> Agenda Date: _____	Hearing Date: _____		
	2 <sup>nd</sup> Agenda Date: _____		

**All department items requiring Council approval must be submitted through the Mayor's Office.**

## Primary Details

<b>Contract Phase</b>		<b>Data Sharing</b>	
<input type="radio"/> New Contract <input type="radio"/> Renewal <input checked="" type="radio"/> Amendment <input type="radio"/> Statutory Change Order <input type="radio"/> Supplemental Documentation <input type="radio"/> Quantity Adjustment <input type="radio"/> Final Payment <input type="radio"/> Permission to Continue <input type="radio"/> IDP Formal Acceptance <input type="radio"/> Terminate/Cancel		<input type="radio"/> Yes <input checked="" type="radio"/> No <i>This contract will involve data sharing or data transfers.</i>	
<b>Board Approval</b>	<b>Other Board Name</b>	<b>City Council Approval</b>	<b>Contract Number</b>
Regional Metropolitan Utility Authority	_____	<input type="radio"/> Yes <input checked="" type="radio"/> No	137592
<b>Department</b>	<b>Contact Name</b>	<b>Email</b>	<b>Phone</b>
Water and Sewer	Cindy Cantero	ccantero@cityoftulsa.org	918-596-9870
<b>Vendor Name(s)</b>	<b>Vendor Number</b>	<b>Description (Subject)</b>	
Arthur J. Gallagher Rick Management	319	Insurance Broker Services	
		<i>This should match the Munis description field but should be different from Contract Type or Subtype</i>	
<b>Contract Type</b>	<b>Contract Subtype</b>	<b>Bid/Project Number</b>	<b>Contract Amount</b>
Misc. Agreements	Other Misc. Agmts	WPC 22-6	\$57,950.00
<b>Site Address</b>		<b>Site Parcel No.</b>	
_____		_____	

*IDP, Real Property, or other property related contract address*

## Budget

<b>Contract Funding Type</b>	<b>Funding Source(s)</b>	
<input type="radio"/> No Payment Involved		
<input type="radio"/> Revenue Contract		
<input checked="" type="radio"/> Expense Contract		
<i>Affidavit of Claimant should be attached to the contract for Expense Contracts</i>		
		9508900-531901: _____ \$15,000.00
		<b>TOTAL:</b> \$15,000.00
	<i>Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)</i>	

## Approvals

<b>Department:</b> _____	<b>Date:</b> _____
<b>Legal:</b> _____	<b>Date:</b> _____
<b>Board:</b> _____	<b>Date:</b> _____
<b>Mayor:</b> _____	<b>Date:</b> _____
<b>Other:</b> _____	<b>Date:</b> _____

**Policy Statement**

**Background Information**

Submitted is Amendment #2 to the Agreement for Insurance Broker Services between the Regional Metropolitan Utility Authority and Arthur J. Gallagher Risk Management Services, Inc. in the amount of \$15,000.00. The scope of the project includes broker services needed to renew an annual catastrophic property insurance policy for the sole coverage of RMUA assets. The original agreement in the amount of \$27,950.00, Amendment No. 1 in the amount of \$15,000 and Amendment No. 2 in the amount of \$15,000 increases the total contract amount to \$57,950.00.

*Provide background information on the requested action.*

**Summation of the Requested Action**

We recommend approval of Amendment #2 to the Agreement for Insurance Broker Services with Gallagher Risk Management Services, Inc. in the amount of \$15,000.00.

*Summarize the pertinent details of the requested action*

**Other Pertinent Details**

*Provide any additional information that should be considered when considering approval of this contract document*

**Processing Information for City Clerk's Office**

**Post Execution Processing**

- Mail vendor copy (add'l signature copies attached)
- Must be filed with other governmental entity
- Add'l governmental entity approval(s) required

**Additional Routing and Processing Details**

**AMENDMENT TO THE  
AGREEMENT FOR INSURANCE BROKER SERVICES**

This document (the "**Amendment**") effective on November 1, 2025 (the "**Effective Date**") amends the Agreement for Insurance Broker Services dated December 7, 2022, between Regional Metropolitan Utility Authority ("**Authority**") and Arthur J. Gallagher Risk Management Services, Inc. ("**Broker**") (the "**Agreement**").

**WHEREAS**, the parties hereto desire to amend the Agreement in accordance with the terms of the Agreement and subject to the terms set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
2. Change of Party. The Agreement is hereby modified to replace "**Arthur J. Gallagher Risk Management Services, Inc.**" with "**Arthur J. Gallagher Risk Management Services, LLC.**" Arthur J. Gallagher Risk Management Services, LLC, acknowledges and agrees that it will be solely responsible for all obligations set forth in the current Agreements.
3. Attachment D. Attachment D shall be deleted in its entirety and replaced with the attached amended Attachment D.
4. Affidavit. The attached Affidavit shall be incorporated by reference in the Agreement.
5. Miscellaneous. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment. This Amendment constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Amendment may be executed electronically and in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment. For clarification, any other terms and conditions contained in any documents outside of the Agreement, exhibits and this Amendment shall not apply to the relationship between the Parties, including, but not limited to, the standard terms and conditions contained in Broker's proposal forms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT in multiple copies on the respective dates therein below reflected to be effective on the date executed by the Chairman of the Regional Metropolitan Utility Authority.

(Seal)

ATTEST:

*Donna Jenner*

BROKER SECRETARY  
Donna Jenner

(SEAL)

APPROVED:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for Regional Metropolitan  
Utility Authority



*Richard C. Cary*

\_\_\_\_\_  
BROKER REPRESENTATIVE

Richard C. Cary, Vice President

Date: 1/20/2026

REGIONAL METROPOLITAN  
UTILITY AUTHORITY

\_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

RECOMMENDED:

\_\_\_\_\_  
Water and Sewer Director

AGREEMENT  
FOR  
INSURANCE BROKER SERVICES  
FOR  
RMUA FACILITY PROPERTY INSURANCE  
RMUA PROJECT NO. WPC 22-6

COMPENSATION  
ATTACHMENT D

D. COMPENSATION. The AUTHORITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable as described below; and within 30 calendar days of receipt of invoice. Invoices shall be accompanied by such documentation as the AUTHORITY may require in substantiation of the amount billed. AUTHORITY shall have the right to withhold payment to BROKER until updated insurance certificates evidencing the required insurance coverage are submitted in the event that the insurance shown on the insurance certificate submitted with this Agreement expires before completion of the Project.

D.1 TOTAL COMPENSATION.

The total fee for insurance broker services is \$15,000 per year for primary Property, Terrorism and Equipment Breakdown coverage placements which do not exceed a total annual premium of \$200,000. Premiums exceeding this \$200,000 annual premium threshold will be charged an additional 8% fee for the total premiums exceeding this annual threshold. It is expected that the first-year premium prepared by the BROKER will be less than \$200,000. Future policies and associated premiums may change as directed by the AUTHORITY.

During the course of this agreement RMUA may request placement of other lines of insurance coverages, risk and loss control services than those specified in the above paragraph as instructed by RMUA. Placement of these coverages and services will be charged on an 8% fee basis. This fee basis is heavily discounted from standard industry commissions and is the same as that offered to the City of Tulsa. This fee will be disclosed and shall be billed along with any correlating premiums for placements in addition to the primary property.

<u>Schedule of Payments</u>	<u>Amount</u>
Annual Base Broker Fee	\$15,000.00

D.2 Other Brokering Services. Other Brokering services not included in the foregoing, when authorized in writing by the AUTHORITY as part of an executed Amendment to this agreement, shall be paid in accordance with the terms of such amendment.

D.3 Terminated Services. If this AGREEMENT is terminated, BROKER shall be paid for services performed to the effective date of termination.



7. I understand that the RMUA Trustees are relying upon my professional education, training, experience, and judgment to determine property insurance coverage for RMUA which meets the needs communicated to me by RMUA.
8. I recommend to the Trustees of the RMUA they proceed with obtaining the property coverage I have proposed through Oklahoma Municipal Assurance Group.
9. I recommended that RMUA also obtain flood and cyber Liability coverage which has been declined at this time.
10. I can only provide recommendations based on the information actually received from RMUA, the current state of the insurance market and industry standards.
11. I have not provided any legal or financial advice.
12. The recommendation is based on the information received up to the date of this Affidavit and does not include any information or facts which were not provided by RMUA or account for changes in circumstances for RMUA, its members, and the insurance marketplace as a whole.
13. No other representations or warranties are being provided other than as expressly stated in this Affidavit. Neither Gallagher nor myself are acting as fiduciaries on regards to this relationship.
14. RMUA shall not waive any legal rights be entering into the Proposal of Insurance or property insurance coverage with Oklahoma Municipal Assurance Group. RMUA shall have no obligation to arbitrate any disputes that may arise with Gallagher. Any terms or conditions of the Proposal of Insurance or property insurance coverage involving a waiver of legal rights or binding arbitration shall be void and unenforceable.

Denise Engle  
Denise Engle

Subscribed and sworn to before me this 4 day of November, 2025.

Karen L. Theiss

Notary Public

Commission No. 17004276

My commission expires:

05/04/29



(Must be submitted at time of bid)  
**NON-COLLUSION AFFIDAVIT**

STATE OF **Oklahoma** )  
 ) ss:  
COUNTY OF **Tulsa** )

**R. Aaron Horton** \_\_\_\_\_, of lawful age, being first duly sworn, says that:

1. I am the duly authorized agent of the bidder submitting the competitive bid associated with this sworn statement for the purpose of certifying facts pertaining to the existence of collusion among bidders and between bidders and municipal officers or employees, as well as facts pertaining to the giving or offering of things of value to governmental personnel in return for special consideration in the letting of any contract pursuant to the bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
  - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
  - c. in any discussions between bidders and any municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract.
4. If awarded the contract, neither the bidder nor anyone subject to the bidder's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, any money or other thing of value, either directly or indirectly, in procuring the contract for which the bid is submitted.

**Arthur J. Gallagher Risk Management Services, LLC**

\_\_\_\_\_  
BIDDER (Company Name)

*R. Aaron Horton*

\_\_\_\_\_  
Signed

**Area President**

\_\_\_\_\_  
Title

SUBSCRIBED and SWORN to before me this 25<sup>th</sup> day of February, 2026

*Karen L. Theiss*

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 4<sup>th</sup>, 2029

COMMISSION NO.: 17004276



**INTEREST AFFIDAVIT**

STATE OF Oklahoma )  
 )ss.  
COUNTY OF Tulsa )

I, R. Aaron Horton, of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service ["Services Provider"] to submit the attached Agreement. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Services Provider's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Services Provider's business which is less than a controlling interest, either direct or indirect.

\_\_\_\_\_

\_\_\_\_\_

By R. Aaron Horton  
Signature

Title Area President

Subscribed and sworn to before me this 25<sup>th</sup> day of February, 2026

Karen L. Theiss  
Notary Public

My Commission Expires: 05/04/29

Notary Commission Number: 17004276

County & State Where Notarized: Okla/Okla



**The Affidavit must be signed by an authorized agent and notarized.**

AFFIDAVIT OF CLAIMANT

STATE OF Oklahoma

COUNTY OF Tulsa

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: R. Aaron Horton  
Signature

Name: R. Aaron Horton

Company: Arthur J. Galleher Risk Management Services, LLC

Title: Area President

Subscribed and sworn to before me this 25<sup>th</sup> day of February, 2026

Karen L. Theiss  
Notary Public

My Commission Expires: 05/04/29

Notary Commission Number: 17004276







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/28/2025

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 300 S Riverside Plaza Ste 1500 Chicago IL 60606	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 312-704-0100      FAX (A/C, No): 312-803-7443 E-MAIL ADDRESS: certrequests@ajg.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C : Underwriters at Lloyd's London</td> <td>15792</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : XL Specialty Insurance Company	37885	INSURER C : Underwriters at Lloyd's London	15792	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> Arthur J Gallagher & Co and its Subsidiaries 2850 West Golf Road Rolling Meadows, IL 60008	ARTHJGA113														

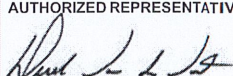
**COVERAGES**      **CERTIFICATE NUMBER:** 1021120045      **REVISION NUMBER:**

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B C	Errors & Omissions Excess Errors & Omissions Excess Errors & Omissions			018415132 ELU20648725 F10121925	10/1/2025 10/1/2025 10/1/2025	10/1/2026 10/1/2026 10/1/2026	Per Claim/Aggregate \$12,000,000 Per Claim/ Aggregate \$10,000,000 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 Risk Management Services, LLC 5314 S. Yale Ave, Suite 900 Tulsa, OK 74135

**CERTIFICATE HOLDER**      **CANCELLATION**

Regional Metropolitan Utility Authority Attn: Matt Vaughan 175 East 2nd Street, Suite 1400 Tulsa OK 74103 USA	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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