

**FIRST AMENDMENT TO AGREEMENT**

Effective \_\_\_\_\_, 2015, this First Amendment (“First Amendment”) is attached to and made part of the Claims Service Agreement – Workers Compensation effective February 15, 2008 by and between **TRISTAR Risk Management** (“TRISTAR”) and **Jefferson County** (“Client”).

Conflict Resolution. In the event of a conflict of any kind, be it direct or indirect, between any or all terms of this First Amendment and those of the Claims Service Agreement – Workers Compensation (“Agreement”), then the terms and conditions of this First Amendment shall control.

**WHEREAS**, Client has a self-insured program with respect to automobile liability claims and claim expenses pertaining to Client’s business (“Automobile Liability Program”) within the self-insured retention level (“Retention Level”); and

**WHEREAS**, Client has the sole responsibility to provide for competent claims administration and claims funding with respect to claims and/or losses and claims expenses arising within the Automobile Liability Program; and

**WHEREAS**, in addition to the workers compensation Claims which are the subject of the Agreement, Client desires to engage TRISTAR, on an as-needed basis, as the claims administrator with respect to the claims arising under the Automobile Liability Program; and

**WHEREAS**, TRISTAR desires to accept such engagement, as claims are referred to it, pursuant to the terms and conditions of the Agreement and this Amendment One;

**NOW, THEREFORE**, in consideration of mutual promises and agreements the parties hereto agree as follows:

1. Client hereby engages TRISTAR and TRISTAR hereby accepts such engagement by Client as the claims administrator to represent and act for Client with respect to all claims arising under the Automobile Liability Program (“Automobile Liability Claims”).

2. Wherever the term “Claims” appears, it shall be deemed to include the Automobile Liability Claims.

3. The following new provision is added to the end of Subsection 2.5:

**D. Automobile Liability Claim:** Each separate automobile liability claim where a reserve is established based on possible exposure, regardless of whether or not any payment is ultimately made.

4. As respects the Automobile Liability Claims, Exhibit A is amended to include the following fees immediately after the Medical Only Claims fee:

Automobile Liability - PD	\$375.00
Automobile Liability – BI	\$625.00

5. All other terms and conditions not modified by this First Amendment are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in duplicate by their authorized representatives on the dates set forth below.

**TRISTAR Risk Management**

**Jefferson County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_