

**ADAMS COUNTY, COLORADO
AMENDMENT TWO TO AGREEMENT 2016.026 FOR
WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION**

THIS AMENDMENT TWO TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2016.026 is entered into this 11th day of September, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Tristar Risk Management, Inc., located at 200 Union Boulevard, Suite 580, Lakewood, Colorado 80228 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on August 23, 2016, the County entered into a Professional/Purchase of Service Agreement 2016.026 with Contractor; and,

WHEREAS, on December 12, 2016, the County entered into the First Amendment to Agreement with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to renew the term.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to renew the term of the Agreement for one additional year, August 23, 2017 to August 22, 2018.
2. The fees for services associated with liability and property set forth in the First Amendment shall remain as set forth therein. The new fee for workers' compensation services is amended to be \$66,789.00.
3. The Service Agreement, the First Amendment and this Amendment Two contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment Two, the terms, conditions, and provisions of this Amendment Two shall control.
4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment Two may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this Amendment Two is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment Two or any terms, conditions, or provisions

hereof. All terms, conditions, and provisions in this Amendment Two by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Two shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Amendment Two, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
COUNTY MANAGER



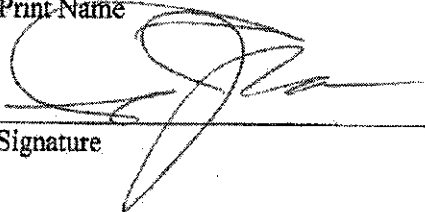
Raymond H. Gonzales

9-11-2017

Date

TRISTAR RISK MANAGEMENT, INC.

Thomas J. Veale

Print Name



Signature

President

Print Title
9-8-2017 (AF)


Date

ATTEST: STAN MARTIN
CLERK AND RECORDER



Deputy Clerk

APPROVED AS TO FORM:



County Attorney