

**FIRST AMENDMENT TO  
SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO SERVICE AGREEMENT** (the “Amendment”), dated as of \_\_\_\_\_, 2026, (the “Effective Date”), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the “LFUCG”), located at 200 East Main Street, Lexington, Kentucky 40507, and **ASSURED NL INSURANCE SERVICES, INC. DBA RISK MANAGEMENT SERVICES COMPANY**, a Delaware corporation, (“Service Provider”), with offices located at 450 S Orange Ave., 4<sup>th</sup> Floor, Orlando, Florida 32801 (collectively known as the “Parties”).

**RECITALS**

**WHEREAS**, LFUCG entered into a Service Agreement with Service Provider in June 2021 for services requested by LFUCG through RFP No. 3-2021, including third party administration of claims management and adjustment handling services (the “Agreement”); and

**WHEREAS**, the Parties desire to amend the Agreement to allow the Parties to extend the Agreement for additional one-year terms at the same contract pricing as the previous year; and

**WHEREAS**, the Parties hereby agree to amend the Agreement in accordance with the terms and conditions of this First Amendment.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as a part of this Amendment.
2. Article 1 – Services Provided. The Parties agree to modify Article 1 of the Agreement to allow the Parties to extend the agreement for additional one-year terms at the same contract pricing as the previous year as follows:

“This Agreement is comprised of the terms and provisions of this agreement as well as the following documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated: (a) RFP No. 3-2021 (Exhibit “A”); (b) Response of Risk Management Services Company to RFP No. 3-2021 (Exhibit “B”); and (c) List of RMSC’s Tasks as Claims Manager for LFUCG (Exhibit “C”). To the extent of any conflict among or between the terms and provisions of these documents, this agreement shall prevail, followed by the RFP, the RFP Response and List of RMSC’s Tasks as Claims Manager for

LFUCG. Subject to all other terms and conditions of this Agreement, Service Provider shall provide the services (the “Services”) further described in its proposal that is attached hereto as Exhibit B (the “Proposal”) and the List of Claims Manager Tasks that is attached hereto as Exhibit C. The term of this Agreement shall be for three years with an effective date of July 1, 2021. The Agreement shall automatically renew for up to two (2) additional terms of one (1) year each unless Client notifies Service Provider in writing at least sixty (60) days in advance. Thereafter, the Parties may agree to extend this Agreement for additional one-year terms at the same contract pricing as the previous year.”

3. Contract Pricing. The Parties agree that any extension authorized pursuant to Article 1 shall be at the contract pricing set forth below:

	<b><u>Annual</u></b>		
Workers Compensation	\$135,900		
Auto Liability	\$151,100		
General Liability (Included Above)			
Auto Physical Damage	\$29,200		
Property Damage	\$19,400		
Claims Management Services	\$84,000		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>Total Claim Fee</b></td> <td style="text-align: right;"><b>\$419,600</b></td> </tr> </table>		<b>Total Claim Fee</b>	<b>\$419,600</b>
<b>Total Claim Fee</b>	<b>\$419,600</b>		

Subrogation 20%

4. Effect. All other provisions of the Agreement not inconsistent with the provisions of this First Amendment shall remain in full force and effect.

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SIGNATURE PAGE TO FOLLOW.

**IN WITNESS WHEREOF**, the Parties certify that they have been duly authorized to execute, deliver, and perform this First Amendment, and have executed the same as of the Effective Date written above.

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT**

\_\_\_\_\_  
By: Linda Gorton, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

**ASSURED NL INSURANCE SERVICES, INC.  
DBA RISK MANAGEMENT SERVICES  
COMPANY**

\_\_\_\_\_  
By: Name, Title

ATTEST:

\_\_\_\_\_ [sign name]

WITNESS: \_\_\_\_\_ [print name]

DATE: \_\_\_\_\_