

FIRST AMENDMENT TO SERVICES AGREEMENT WITH FIRE RECOVERY USA, LLC

THIS FIRST AMENDMENT TO SERVICES AGREEMENT is made as this of this day _____, 2017, by and between FIRE RECOVERY USA, LLC, a California limited liability company (“Company”), and the ROMEOVILLE FIRE DEPARTMENT (“Fire Department”)/ The Company and Fire Department are referred to herein individually as a “party” and collectively as the “parties.”

Witnesseth:

WHEREAS, The Company and Fire Department entered into an Agreement dated December 3, 2014 and amended on September 2, 2015, for The Company’s billing services in connection with motor vehicle incidents and other emergency incidents at which the Fire Department provides emergency services;

WHEREAS, Fire Department seeks the services of Company to assist with the billing for services the Fire Department provides in connection with any and all hazmat incidents in addition to the services the Company already provides to Fire Department for motor vehicle incidents and emergency services;

AND WHEREAS, the parties hereto desire to amend the Agreement dated December 3, 2014 and amended on September 2, 2015, to include Company’s services for hazmat related incidents.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and other good and valuable consideration, Company and Fire Department agree as follows:

1. Paragraph 3.7(a) of Article III of the Agreement is amended to read as follows:

“3.7(a) Attorney in Fact:”

(a) Billing and Collections: To bill and collect (“Collections”) all revenue earned by and due to Fire Department, in connection with Fire Department’s provision of emergency services provided/rendered at the sites of motor vehicle incidents, hazmat incidents, and other emergency incidents, and to receive all Collections on Fire Departments behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company’s or Fire Department’s right to collect such amounts; and

2. Exhibit A to the original contract is also hereby amended to add hazmat services to the list of services the Company will provide to Fire Department.

3. This Amendment is supplemental to the Agreement, which is made a part by reference, and all terms, conditions, and provisions of the original Agreement, except as expressly modified herein, apply to this Amendment and are made a part of this Amendment as though expressly included.

4. This Amendment may be executed in any number of counterparts, each of which shall be

deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Amendment shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A Facsimile or electronic signature to this Amendment shall be deemed to be an original for all purposes. Any photographic, photocopy or similar reproduction copy of this Amendment, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

COMPANY:

FIRE RECOVERY USA, LLC, a
California limited liability company

By: _____

Name: _____

Title: _____

FIRE DEPARTMENT:

ROMEDEVILLE FIRE DEPARTMENT

By: _____

Name: _____

Title: _____