

FIRST AMENDMENT TO WRECKER SERVICES CONTRACT

This Amendment to Wrecker Services Contract (the “Amendment”) is entered into by and between Recovery Systems, Inc. d/b/a Pro-Tow Wrecker Service (“Contractor”) and the City of Lewisville, Texas (the “City”).

RECITALS

WHEREAS, Contractor and the City have previously entered into a certain “Wrecker Services Contract” (the “Contract”), executed on August 16, 2016, whereby they agreed to certain matters relating to towing and wrecker services, a vehicle storage facility and the disposition of unclaimed stored vehicles, as more particularly set forth in the Contract; and

WHEREAS, the parties desire to amend a provision in the Contract related to records and audit, as more particularly set forth below.

NOW THEREFORE, for and in consideration of the mutual covenants of the parties set forth in the Contract and this Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the parties agree as follows:

I. AMENDMENT

Section 13, Records and Audit, subparagraph B(10) is hereby amended to read as follows:

- (10) A copy of Contractor’s invoice regardless of the location to which the vehicle was towed only if the City has requested, in writing, such an invoice; and

II. MISCELLANEOUS

Nothing contained herein shall be deemed to amend or modify the Contract, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall control. Any capitalized term used herein, but not defined herein, shall have that meaning set forth in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective from the date signed and marked on this Amendment.

DATED this the ____ day of _____, 2018.

CITY OF LEWISVILLE, TEXAS

Donna Barron
City Manager

**RECOVERY SYSTEMS, INC d/b/a
PRO-TOW WRECKER SERVICE**

George Green
President