

## ADDENDUM C – FIRE/EMERGENCY RESPONSE BILLING

This Addendum C (this “**Addendum**”) is entered into by and between Emergifire, LLC, a Texas limited liability company (“**Emergifire**”) and City of Burleson (“**CLIENT**”), dated      and is subject to the terms and conditions of that certain Agreement for Specialized Professional Ambulance Billing Services by and between Emergicon, LLC and Client, dated 12/12/22 (the “**Services Agreement**”). Capitalized terms used herein will have the meaning given in the Services Agreement unless otherwise noted.

### RECITALS

WHEREAS, Emergicon, LLC is engaged in the business of providing fire response and cost recovery services as detailed below through a contractor relationship with Emergifire;

WHEREAS, Emergifire is engaged in the business of providing third-party billing and accounts receivable management specialized professional services related to motor vehicle accidents and other emergency responses for emergency service organizations;

WHEREAS, CLIENT desires to utilize Emergifire for billing and claims management services for its organization; and WHEREAS, Emergifire is willing to provide such specialized professional services upon the terms and conditions provided in this Addendum;

1. Specialized Professional Services. Emergifire agrees to perform the following duties (collectively referred to as the “Services”) on behalf of CLIENT as a normal course of business:

- a. Promptly prepare and submit claims to the responsible party deemed complete and eligible for submission by Emergifire in conformance with this Addendum.
- b. Provide instructions for the submission of Required Documentation to Emergifire.
- c. Promptly post payments made on CLIENT’s behalf.
- d. Provide monthly reports to CLIENT, which include, at a minimum, cash received and balance summary.
- e. Will not begin litigation against a person, entity, or insurance carrier without prior written approval by the CLIENT.

Specifically Excluded Duties of Emergifire. Notwithstanding any provisions of this Agreement to the contrary, Emergifire shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Provide legal advice or legal services to CLIENT or anyone acting on CLIENT’s behalf.

2. Term and Termination.

This Addendum runs in concurrence to the Services Agreement.

3. Compensation.

a. In exchange for the Specialized Professional Services described in this Addendum, CLIENT shall pay Emergifire a fee equivalent to fifteen percent (15%) of all revenues collected by Emergifire on behalf of CLIENT. Credit card payments accepted by Emergifire will be charged an additional two percent (2.0%).

b. Emergifire shall be entitled to retain any commissions earned from net cash receipts it directly collects during a given calendar month, as applied toward compensation owed under this Addendum. For any outstanding balance not covered by such receipts, Emergifire shall submit an invoice to CLIENT in accordance with the invoicing process established under the Emergicon Service Agreement or as otherwise agreed in writing by the parties.

CLIENT shall remit payment in full within thirty (30) calendar days from the date of such invoice. Any undisputed amounts not paid within this timeframe shall accrue interest at the rate of eighteen percent (18%) per annum, compounded daily, until paid in full.

In the event of any dispute regarding amounts retained or invoiced, both parties agree to cooperate in good faith to reconcile such amounts within fifteen (15) business days of written notice.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date written below.

EMERGIFIRE, LLC.

City of Burleson, TX

By:

By:

*Christopher Turner*

Signature

Signature

Christopher Turner, MHA

Print Name

Print Name

Founder & CEO

Title

Title

8/25/25

Date

Date