

**FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD
AND BRYCER, LLC IN REGARD TO FIRE EQUIPMENT
INSPECTION REPORT FILING SYSTEM**

This FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND BRYCER, LLC IN REGARD TO FIRE EQUIPMENT INSPECTION REPORT FILING SYSTEM (the “First Amendment”) is entered into this 20th day of August, 2020, by and between the Village of Lombard, an Illinois municipal corporation (“Village”) and Brycer, LLC, an Illinois limited liability company (“Brycer”). The Village and Brycer may be referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the Parties entered into AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND BRYCER, LLC IN REGARD TO FIRE EQUIPMENT INSPECTION REPORT FILING SYSTEM, effective April 6, 2017 (the “Original Agreement”); and

WHEREAS, the Parties desire to amend certain provisions of the Original Agreement, so as to provide for a mechanism by which to collect, process and pay to the Village the Village’s administrative fee related to processing and reviewing fire equipment inspection reports required by law to be filed by third party inspectors on behalf of certain property owners within the jurisdiction of the Village; and

WHEREAS, it is in the best interests of the Parties to enter into this First Amendment;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. That Paragraph 2 of the Basic Terms of the Original Agreement, titled “Fees”, is hereby amended to read in its entirety as follows:

“Fees: Client shall not pay, nor shall Client be liable for, any fees for use of the Solution. Brycer will collect all fees due and payable to Brycer by third party inspectors in connection with activities relating to the Solution. The fee paid to Brycer by third party inspectors shall be \$12.00 per filing for the Initial Term of the Agreement and \$15.00 per filing for the first Renewal

Term. This fee may be increased by Brycer for any additional Renewal Term by providing the Client with 90 days prior written notice of its intent to increase the fee and the amount of the proposed fee increase. Within 45 days of receipt of a written notice of a fee increase, the Client shall either approve the proposed fee increase by ordinance, or inform Brycer of its intent to terminate the Agreement upon expiration of the Initial Term or Renewal Term, as the case may be. Fees shall not be increased during the Initial Term or any Renewal Term.

Additionally, Brycer shall collect any administrative fees charged by ordinance of the Client related to the filing of fire equipment inspection reports. Brycer shall remit to Client, on a quarterly basis, the amount by which the administrative fees due and payable to the Client by ordinance exceed the amount of fees due and payable to Brycer in connection with third party inspectors' use of the Solution. Brycer shall charge the Client a processing fee equal to 6.5% of the amount remitted to the Client on a quarterly basis under this Agreement, which shall be deducted by Brycer from the amount remitted to the Client on a quarterly basis. Brycer shall provide the Client with an accounting of the amount of fees remitted at the time the fees are remitted to the Client by Brycer."

2. That all portions of the ORIGINAL AGREEMENT, not amended hereby, shall remain in full force and effect.

3. This FIRST AMENDMENT shall be executed simultaneously in four (4) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same FIRST AMENDMENT.

4. This FIRST AMENDMENT shall be deemed dated and become effective on the date the last of the Members executes this FIRST AMENDMENT, as set forth below.

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HAS INTENTIONALLY BEEN LEFT BLANK.**

IN WITNESS WHEREOF, the Village and Brycer, pursuant to authority granted by the appropriate action of their corporate authority/governing board, have caused this FIRST AMENDMENT to be executed by their respective authorized representatives.

VILLAGE OF LOMBARD

By: 
Keith Giagnorio
Village President

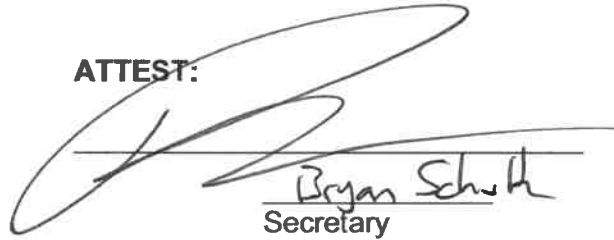
BRYCER, LLC

By: 
Matthew B. Rice
President

ATTEST:


Sharon Kuderna
Village Clerk

ATTEST:


Bryan Schuch
Secretary

Dated: August 20, 2020

Dated: 8/28/2020

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 20th day of August, 2020.



Karen I. Ellis
Notary Public

