

**FIRST AMENDMENT
to Agreement between the
City of Chula Vista
and
Wittman Enterprises LLC
For EMS Billing and Collection Services**

This First AMENDMENT “Amendment” is entered into effective as of May 9, 2024 “Effective Date” by and between the City of Chula Vista (“City”) and Wittman Enterprises LLC “Consultant” with reference to the following facts:

RECITALS

WHEREAS, City and Consultant previously entered into Contractor Agreement with Wittman Enterprises LLC to provide EMS Billing and Collection Services “Original Agreement” on April 1, 2021; and

WHEREAS, Section 4 of the Original Agreements provides for a \$500,000 annual not to exceed amount and \$2,500,000 overall not to exceed amount for the duration of the Original Agreement; and

WHEREAS, City and Consultant desire to amend the Original Agreement to increase the annual not to exceed amount to \$1,000,000 and overall not to exceed amount to \$3,250,000, as more specifically set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Consultant agree to amend the Original Agreement as follows:

1. Exhibit A, Scope of Work and Payment Terms, Section 4.A. is deleted in its entirety and replaced with the following:

A. Form of Compensation

Single Fixed Fee. For performance of all of the Required Services by Contractor as herein required, City shall pay a single fixed fee of 3.25% of net receipts billed and collected with an anticipated amount not to exceed \$1,000,000 annually, upon completion of all Required Services to City' s satisfaction.

2. Exhibit A, Scope of Work and Payment Terms, Section 4.B. is deleted in its entirety and replaced with the following:

B. Reimbursement

None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor for services performed through June 30, 2025 shall not exceed \$3,250,000.

3. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control.
4. This First Amendment may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same First Amendment. Electronic signatures will have the same weight and effect as originals.
5. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
6. Each party represents that it has full right, power and authority to execute this First Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this First Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO FIRST
AMENDMENT
TO
AGREEMENT WITH WITTMAN ENTERPRISES LLC FOR EMS BILLING AND
COLLECTION SERVICES**

WITTMAN ENTERPRISES LLC

CITY OF CHULA VISTA

BY: _____
CORRINE WITTMAN-WONG
CEO

BY: _____
JOHN MCCANN
MAYOR

ATTEST

BY: _____
KERRY K. BIGELOW, MMC
CITY CLERK

APPROVED AS TO FORM

BY: _____
Marco A. Verdugo
City Attorney