

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

This [SECOND] AMENDMENT “Amendment” is entered into effective as of June 30, 2025 “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 that certain [Attachment 1.docx] “Agreement” on [April 1, 2021]; and

WHEREAS, City and Consultant previously amended the Agreement to increase the annual not to exceed amount to \$1,000,000 and overall not to exceed amount to \$3,250,000 under the First Amendment; and

WHEREAS, City and Consultant desire to amend the Agreement to [extend the term of the Agreement to June 30, 2026] and to increase the overall not to exceed amount to \$4,250,000, 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 amend the Agreement as follows:

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

**“2. Required Services**

**A. General Description:**

[The City of Chula Vista, through its Chula Vista Fire Department, is in need of Emergency Medical Services (EMS) billing and collection services for its program providing Advanced Life Support ambulance services to Chula Vista, Imperial Beach and the Bonita Sunnyside Fire District, in accordance with the terms, conditions and specifications contained in Request for Proposals (RFP) No.PO4- 20/ 21.

Billing and collection services are needed as of April 1, 2021. This contract will commence on April 1, 2021 for a period of 15 months, and at City' s option, may be extended year-to-year (July through June) for up to four (4) option years until June 30, 2026.” ]

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, 2026 shall not exceed \$4,250,000.”

3. In the event of any inconsistencies between the Agreement, as amended, and this Second Amendment, the terms of this Second Amendment shall control.
4. This Second 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 Second 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 Agreement shall remain in full force and effect.
6. Each party represents that it has full right, power and authority to execute this Second 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.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]***

**SIGNATURE PAGE TO SECOND  
AMENDMENT  
TO  
ATTACHMENT 1.DOCX**

WITTMAN ENTERPRISES LLC

CITY OF CHULA VISTA

BY: \_\_\_\_\_  
CORINNE WITTMAN-WONG  
CEO

BY: \_\_\_\_\_  
JOHN MCCANN  
MAYOR

ATTEST

BY: \_\_\_\_\_  
KERRY K. BIGELOW, MMC  
CITY CLERK

APPROVED AS TO FORM

BY: \_\_\_\_\_  
MARCO VERDUGO  
CITY ATTORNEY