

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this ____ day of June 2025, by and between the CITY OF ALAMEDA, a municipal corporation ("the **City**"), and WITTMAN ENTERPRISES, LLC, whose address is 11093 Sun Center Drive, Rancho Cordova, CA 95670 ("**Provider**"), in reference to the following facts and circumstances:

RECITALS:

A. On September 1, 2023, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$400,000 with the option of three one-year extensions for a total five-year amount not to exceed of \$1,000,000 for Provider's Fire Department Fee Billing Service.

B. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 3, COMPENSATION TO PROVIDER, of the Agreement is modified to read as follows:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Sections 3b and 3c.

b. EMS Billing Fees

a. Percentage of Net Collections minus refunds: 3.99%

b. Monthly reports: included

c. Fire False Alarm Billing

a. Percentage of Net Collections minus refunds: 8.0%

b. Monthly reports: included

d. Compensation for work done under this Agreement shall not exceed as follows:

FY 23-25 total compensation shall not exceed \$467,500

FY 25-26 total compensation shall not exceed \$275,000

FY 26-27 total compensation shall not exceed \$275,000

FY 27-28 total compensation shall not exceed \$275,000

Total five-year compensation shall not exceed \$1,292,500

e. Provider invoices unpaid by more than forty-five (45) days are subject to a monthly interest charge of 1.5% unless in dispute.

2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

WITTMAN ENTERPRISES, LLC
A California LLC

Signed by:
By: Corinne Wittman-Wong 6/2/2025
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Corinne Wittman-Wong
CEO

CITY OF ALAMEDA
A Municipal Corporation

By: _____
Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL:

DocuSigned by:
By: Nicholas Luby 6/2/2025
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Nicholas Luby
Fire Chief

APPROVED AS TO FORM:
City Attorney

Signed by:
By: Douglas W. McManaway 6/2/2025
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Douglas W. McManaway
Assistant City Attorney