

**FIRST AMENDMENT TO THE
PRIVATE AMBULANCE SERVICE PROVIDER AGREEMENT FOR
EMERGENCY MEDICAL SERVICES IN THE “CURTIS” SERVICE AREA IN
THE CITY OF MILWAUKEE**

This is the First Amendment to the contract (“Contract”) by and between the City of Milwaukee, a municipal corporation organized and existing under the laws of the State of Wisconsin, and Curtis-Universal, Inc. (“Provider”).

Whereas, the City and the Provider entered into the Contract on or around December 19, 2017 under the terms of City Ordinance Section 75-15; and

Whereas, City and Provider wish to amend the Contract as stated herein; and

Now, therefore, in consideration of the mutual covenants hereinafter stated, the parties do hereby agree to amend the Contract as follows:

1. City shall provide a subsidy payment to Provider for each MFD dispatched service call that is accepted (i.e. is not classified as a “Turn-Back” or “Unable-to-Handle”) (“Accepted Call”) between March 1, 2021 through June 30, 2021 shall be \$41.15, the subsidy for each Accepted Call between July 1, 2021 and September 30, 2021 shall be \$47.00, and the subsidy for each Accepted Call between October 1, 2021 through December 31st, 2021 shall be \$ 61.74.

2. Provider shall invoice City on a monthly basis for Subsidy Payments accrued during the preceding month within thirty (30) days of the end of said month. Pursuant to Common Council File No. 101137, if City does not make payment within 45 days after receipt of the Invoice, City shall pay simple interest beginning with the 31st calendar day after submission of the Invoice at the rate of one percent per month. No attorney’s fees, expenses, or other collection costs may be billed to City unless otherwise agreed in writing. The City may dispute any incorrect charges, or charges disallowed by this First Amendment. No interest shall be applied to any outstanding amounts where Provider has been sent notice that the amount owed to Provider is subject to a good faith dispute within 45 days of the receipt of the invoice provided the notice was sent in accordance with any notice provisions in the Contract. In the event that the 45th day after receipt of the Invoice is a Saturday, Sunday, or national holiday payment may be made on the following business day without interest being owed to Provider.

3. Provider may terminate the Contract according to its terms but all Subsidy Payments for Accepted Calls after that date shall end upon service of such notice of termination.

4. Provider shall make all reports, studies, analysis, memoranda, information, records, and related data and materials created as a result of this Contract, including documents and/or data sufficient to determine Provider's margin of profitability for the calls that are the subject matter of the Contract ("the Documents") available to City to allow City to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract any time during normal business hours and as often as City may, in its sole discretion, deem necessary. If federal or state grants or aids are involved in this Contract, Provider shall make the Documents available to the appropriate federal or state agency or the United States Comptroller General to allow the appropriate federal or state agency or Comptroller General to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract any time during normal business hours and as often as the appropriate federal or state agency or Comptroller General may, in their sole discretion, deem necessary. Provider shall not charge any additional fees to City, appropriate federal or state agency, or Comptroller General by virtue of any additional work or costs associated with the performance of Provider's duties under this section.

These changes constitute the entire amendment to the Contract. All other covenants, provisions, terms and conditions of the Contract shall remain in force until further amended by mutual agreement of the parties. This First Amendment may be signed in multiple parts, which together will constitute a whole. Electronic/pdf signatures are acceptable.

[Remainder of this page intentionally left blank]

In Witness Whereof, the City and the Provider have caused this Amendment to be executed for and on their respective behalf as of the dates hereinafter set forth.

CITY OF MILWAUKEE

Chief, Milwaukee Fire Department

Dated this ____ day of _____, 2021

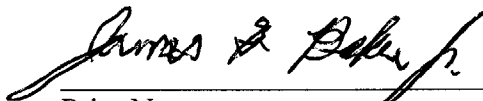
City Comptroller

Dated this ____ day of _____, 2021

Office of the City Attorney as to Form and Execution

Dated this ____ day of _____, 2021

CURTIS-UNIVERSAL, INC.



Print Name: James G. Baker Jr. C.E.O.

Dated this 15 day of October, 2021