

**AMENDMENT NO. 1 TO SERVICE AGREEMENT**

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated December 17, 2024 and is between Fire Systems Solutions, Inc., a California corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On August 8, 2023, the County and the Contractor entered into County Agreement number A-23-394 (“Agreement”), for fire suppression device maintenance, inspection, inventory and minor repair services at County-owned buildings.

B. The County is required to abide by the National Fire Protection Association (NFPA) codes and standards, along with other local, state, and federal regulations, for fire, electrical and other related hazards to ensure the health and safety of County building occupants.

C. The County has a need for additional services due to higher-than-anticipated usage for necessary repairs and inspections at County-owned buildings.

D. The County and the Contractor now desire to amend the Agreement to increase the maximum compensation to meet the higher-than-anticipated levels of service required, and therefore the need for additional services.

The parties therefore agree as follows:

1. Article 3, Subsection 3.2 – Maximum Compensation of the Agreement located on page 7, lines 15 through 21, is deleted in its entirety and replaced with the following:

“The maximum compensation payable to the Contractor under this Agreement is \$600,000 for the initial two-year term of this Agreement. In the event this Agreement is extended for its first optional one-year extension (“Year 3”), the total compensation payable to the Contractor under this Agreement is \$900,000. In the event this Agreement is extended for its second optional one-year extension (“Year 4”), the total compensation payable to the Contractor under this Agreement is \$1,200,000. In the event this Agreement is extended for its third and final optional one-year extension (“Year 5”), the total compensation payable

1 to the Contractor under this Agreement is \$1,500,000. In the event the total  
2 maximum compensation amount in the Initial Term, Year 3, Year 4, and/or Year  
3 5 is not fully expended, the remaining unspent funding amounts shall roll over to  
4 each subsequent term's established maximum compensation."

5 2. Article 12, Subsection 12.19 ENTIRE AGREEMENT located on page 17, lines 16  
6 through 23, is deleted and replaced with the following:

7 "This Agreement constitutes the entire Agreement between the Contractor and  
8 the County with respect to the subject matter hereof and supersedes all previous  
9 Agreement negotiations, proposals, commitments, writings, advertisements,  
10 publications, and understandings of any nature whatsoever unless expressly  
11 included in this Agreement. In the event of any inconsistency in interpreting the  
12 documents which constitute this Agreement, the inconsistency shall be resolved  
13 by giving precedence in the following order of priority: (1) the text of this  
14 Amendment No. 1; (2) the Agreement excluding Exhibits A through H; and (3) the  
15 text of Exhibits A through H."

16 3. When both parties have signed this Amendment No. 1, the Agreement, and this  
17 Amendment No. 1 together constitute the Agreement.

18 4. The Contractor represents and warrants to the County that:

- 19 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
20 under this Amendment No. 1.
- 21 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly  
22 authorized to do so and his or her signature on this Amendment No. 1 legally binds  
23 the Contractor to the terms of this Amendment No. 1.

24 5. This Amendment No. 1 may be signed in counterparts, each of which is an original, and  
25 all of which together constitute this Amendment No. 1.

26 6. The Agreement as amended by this Amendment No. 1 is ratified and continued. All  
27 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and  
28 effect.

1 The parties are signing this Amendment No. 1 on the date stated in the introductory  
2 clause.

3 FIRE SYSTEM SOLUTIONS, INC.

COUNTY OF FRESNO

4 Ben Fitzgerald

5 Ben Fitzgerald (Nov 19, 2024 12:34 PST)

6 Ben Fitzgerald, General Manager

7 4124 W. Swift Ave. Ste 102  
8 Fresno, CA 93722



Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10 By: Keenan Hancock  
11 Deputy

12 For accounting use only:

13 Org No.: 8935  
14 Account No.: 7220  
15 Fund No.: 1045  
16 Subclass No.: 10000  
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# First Amendment to Agreement with Fire System Solutions, Inc.

Final Audit Report

2024-11-19

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## "First Amendment to Agreement with Fire System Solutions, Inc." History

-  Document created by Seannah Picazo (spicazo@fresnocountyca.gov)  
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