

1 **AMENDMENT NO. 1 TO SERVICE AGREEMENT**

2 This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated  
3 \_\_\_\_\_ and is between Fire System Solutions, Inc., a California corporation  
4 (“Contractor”), and the County of Fresno, a political subdivision of the State of California  
5 (“County”).

6 **Recitals**

7 A. On September 21, 2021, the County and the Contractor entered into County agreement  
8 number A-21-381 (“Agreement”), for backflow device inspection, testing, and repair services at  
9 County facilities.

10 B. The County has a need for additional backflow device repair services due to the age of  
11 current systems.

12 C. The County and the Contractor now desire to amend the Agreement to increase the  
13 maximum compensation to allow for more services.

14 The parties therefore agree as follows:

15 1. Section 5, Subsection C – Total Contract Maximum of the Agreement located on page 5,  
16 lines 2 through 4, is deleted in its entirety and replaced with the following:

17 “In no event shall compensation paid for services performed under this  
18 Agreement exceed \$600,000 during the total possible five-year term of this  
19 Agreement. It is understood that all expenses incidental to the Contractor’s  
20 performance of services under this Agreement shall be borne by the Contractor.”

21 2. Section 16 - ENTIRE AGREEMENT of this Agreement, located on page 10, lines 16  
22 through 19, is deleted and replaced with the following:

23 “This Agreement constitutes the entire Agreement between the Contractor and  
24 the County with respect to the subject matter hereof and supersedes all previous  
25 Agreement negotiations, proposals, commitments, writings, advertisements,  
26 publications, and understandings of any nature whatsoever unless expressly  
27 included in this Agreement. In the event of any inconsistency in interpreting the  
28 documents which constitute this Agreement, the inconsistency shall be resolved

1 by giving precedence in the following order of priority: (1) the text of this  
2 Amendment No. 1; (2) the Agreement excluding Exhibits A through C; and (3) the  
3 text of Exhibits A through C

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

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

7 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
8 under this Amendment No. 1.

9 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly  
10 authorized to do so and his or her signature on this Amendment No. 1 legally binds  
11 the Contractor to the terms of this Amendment No. 1.

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

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

17 [SIGNATURE PAGE FOLLOWS]  
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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 (Jan 24, 2025 11:02 PST)

6 Ben Fitzgerald, General Manager

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

7 4124 W. Swift Avenue Suite 102  
8 Fresno, CA 93722

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

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10  
11 By: \_\_\_\_\_  
Deputy

12 For accounting use only:

13 Org No.: 8935 / 7910 / 9140 / 75110101  
14 Account No.: 7220  
Fund No.: 1045 / 0001 / 0801 / 0107  
15 Subclass No.: 10000 / 10000 / 16900 / 10000  
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