

**FOURTH AMENDMENT
TO
KFT FIRE TRAINER, LLC., MAINTENANCE SUPPORT SERVICES AGREEMENT
FOR FIRETRAINER® LIVE FIRE TRAINING SYSTEMS**

This Fourth Amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20____, and KFT Fire Trainer, LLC (“KFT Fire Trainer”).

WHEREAS, through Ordinance No. 2018-06-21-0464, passed and approved on June 21, 2018, City Council authorized the execution of the Kidde Fire Trainer Maintenance Agreement (hereinafter the “Agreement”) with Licensor to provide maintenance and support services of the Structural Fire Trainer T2000 training simulator beginning October 1, 2018, and which as amended and extended terminates on January 31, 2025; and

WHEREAS, the parties now wish to amend the Agreement for an additional three year period, with two additional, one-year renewal options; **NOW, THEREFORE:**

I. AMENDMENTS

- A. Term. The Agreement is hereby amended by adding the following:

This Maintenance Support Services Agreement shall renew, annually subject to and contingent upon appropriation of funding for an additional three-year period, beginning February 1, 2025, and ending January 31, 2028, for an annual fee of **\$28,879.00**, invoiced quarterly. At City’s option, this Agreement may be renewed under the same terms and conditions for two (2) additional (1) year periods for an annual fee of **\$28,879.00**, invoiced quarterly. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

- B. KFT shall provide both preventative maintenance (PM) and corrective maintenance to augment the operator maintenance currently being performed by City:

Preventative Maintenance Only. This plan includes up to two (2) scheduled visits per year by a factory-certified technician. Work will be performed on items as described in the Operations and Maintenance manual provided at time of equipment delivery. This does not include unplanned corrective maintenance required due to inoperable or damaged equipment. Other Corrective Maintenance not listed in the table below is quoted separately:

Service	Preventative/Corrective Maintenance
On-site support - KFT employs a first available tech strategy to arrive, troubleshoot and correct any issues with the trainer subject to parts availability. If parts are required but not available, the tech will return at such time when the parts have arrived on site for installation.	X
Replacement parts, and labor for all repairs (upgrades are not considered repairs)	X
Check the operating performance of all fireplaces and adjust as required. Flame height at all levels and agent detection responses	X
Clean and/or replace all filter elements	X
Inspect all fans and blowers and lubricate all bearings (Repairs only for KFT installed equipment)	X
Inspect all pilot spark igniters and replace as required	X
Inspect and clean all pilot spark flame rods, replace as necessary	X
Inspect the fuel control station and adjust as required. Confirm sensor settings and adjust as required	X
Clean the fuel control station inlet strainer	X
Inspect and calibrate all gas detection assemblies	X
Inspect and adjust all smoke generators	X
Inspect the Programmable Logic Controller battery and replace as required	X
Check and Confirm latest PLC Ladder Logic is installed (updates performed as required)	X
Clean all equipment cabinets	X
Service report provided	X
On Call Phone Support - KFT provides return call service by a KFT Technician within 12-24 hours of receiving the customers initial call for assistance.	X
Discounted parts from KFT	All replacement parts included
Remote access support (must have Ewon)	X

1. KFT Equipment included:

T2000 5 Fires
<ul style="list-style-type: none"> • Bedroom Fire • Attic Fire with Flashover Fire • Office Desk Fire • Hallway Flashover Fire • Kitchen with Smoke

2. Pricing structure:

Plan Choice	3 year	2 optional years
PM/Corrective Maintenance	\$ 86,637.00	\$ 28,879.00 per year

3. City must provide agent to trainer equipment during preventative maintenance visits.

4. Additional items that are optional: Smoke Fluid, Span Gas, Annual 1402 inspection.

5. KFT Secure Remote Monitoring Device (EWON): Optional device available to the customer to ease KFT technician assistance during the troubleshooting process. Equipment price is \$2,200 and installed during the first preventative maintenance session. (City is required to provide a permanent hotspot).

6. KFT is not responsible for the following areas:

- a) Tank Farms, Supply Lines and all components not supplied and installed by KFT.
- b) System hardware that has been abused or damaged.
- c) System hardware that has been repaired, modified, or replaced by third parties while under contract with KFT.
- d) Loss of owner’s ability to train because of conditions beyond KFT’s control.

7. Time and Material pricing structure. Unplanned (Corrective) Support (without coverage) (“Repairs”) costs are billed at the following rates:

Labor	\$190.00 per hour
*Travel time	\$140.00 per hour
Parts and materials	List minus 10%
*Airfare	Actual cost

Repairs done by KFT will be completed on a time and materials basis. City shall pay KFT the hourly rates and discount rate indicated above for Repairs. Should City request Repairs, KFT will provide a deliverables-based quote with a stated maximum cost, based on the hourly rate and the projected number of hours it will take to complete the work, quoted as a “not to exceed” fee.

*Parties understand and agree that City of San Antonio (City) Administrative Directive (AD) 8.31 establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for City. Air transportation shall be booked at the lowest available fare available at the time. Anticipated travel expenses must be pre-approved in writing by City.

II. TERMINATION

Termination-Breach. Should KFT fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to KFT, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for KFT to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to KFT specifying the matters in default and the cure period. If KFT fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve KFT of any liability to the City for damages sustained by virtue of any breach by KFT. If it is determined that City improperly terminated the contract for breach, such termination shall be deemed to have been made in accordance with the Termination-Notice section below.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give KFT notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

III. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Fourth Amendment.

IV. ENTIRE AGREEMENT

This agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary

agreements between the parties relating to matters herein.

EXECUTED and **AGREED** to as of the dates indicated below. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO, TEXAS

KFT FIRE TRAINER, LLC



Name: Angelica Mata

Name: Mirza Lane

Title: Assistant Finance Director

Title: Chairwoman & Executive Director

Date: _____

Date: 01/10/2025

Approved as to Form:

Assistant City Attorney