

ASSIGNMENT OF AGREEMENT

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2 THIS ASSIGNMENT OF AGREEMENT No. 07-071-3 ("ASSIGNMENT") is made and
3 entered into this 12th day of March, 2019 ("Effective Date"), by and between the
4 County of Fresno, a political subdivision of the State of California, ("COUNTY"), HP ENTERPRISE
5 SERVICES, LLC, a Delaware limited liability company authorized to do business in California,
6 whose address is 13600 EDS Drive, Herndon, VA 20171, ("ASSIGNOR"), and PERSPECTA
7 STATE & LOCAL INC., an Illinois corporation, whose address is 13600 EDS Drive, Herndon, VA
8 20171 ("ASSIGNEE").

WITNESSETH:

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10 WHEREAS, COUNTY and ASSIGNOR entered into Agreement No. 07-071, dated
11 February 27, 2007 ("Agreement") pursuant to which ASSIGNOR agreed to provide mainframe
12 hosting services;

13 WHEREAS, COUNTY and ASSIGNOR entered into a first amendment to the Agreement
14 on February 21, 2012, to provide that ASSIGNOR was the successor in interest to EDS
15 Information Services, LLC, to extend the term of the Agreement for two (2) years, to reduce the
16 price per month of the Software Licenses and Maintenance, to establish a quarterly review process
17 of Software Licenses and Maintenance expenses, and to allow for increases or decreases on a
18 quarterly basis of the price per month, as mutually agreed to by COUNTY and ASSIGNOR;

19 WHEREAS, COUNTY AND ASSIGNOR entered into a second amendment to the
20 Agreement on February 4, 2014, to extend the term of the Agreement for two (2) additional years,
21 to reduce the contract pricing by three percent (3%) for a period of two (2) years, and to change the
22 review process for the Software License and Maintenance expense from quarterly review to yearly
23 review;

24 WHEREAS, COUNTY and ASSIGNOR entered into a third amendment to the Agreement
25 on March 15, 2016, to extend the term of the Agreement for an additional two (2) years and two (2)
26 optional years and to reduce the pricing by two and one-half percent (2.5%) for a period of four (4)
27 years;

28 WHEREAS, the Agreement, including its three amendments, shall be referred to as the

1 "Agreement as Amended;" and

2 WHEREAS, on June 1, 2018, ASSIGNOR was spun off from its parent company and
3 merged with two other companies, and ASSIGNOR wishes to assign, transfer, and delegate all of
4 its rights, benefits, responsibilities, and obligations under the Agreement as Amended to
5 ASSIGNEE; and

6 WHEREAS, SECTION 8 – "NON-ASSIGNMENT" of the Agreement as Amended provides
7 for the assignment of the Agreement as Amended with the written consent of the Parties;

8 WHEREAS, ASSIGNEE represents that ASSIGNEE is willing and qualified to accept the
9 assignment, transfer, and delegation of ASSIGNOR'S rights, benefits, responsibilities, and
10 obligations under the Agreement as Amended (the "Assignment"), and to perform faithfully and
11 completely in ASSIGNOR's stead thereunder.

12 NOW, THEREFORE, the parties agree that the Agreement as Amended shall be, and is,
13 transferred and assigned by ASSIGNOR to ASSIGNEE as follows:

14 1. ASSIGNOR does hereby transfer and assign all of its rights, interest, obligations,
15 and responsibilities under the Agreement as Amended to ASSIGNEE.

16 2. ASSIGNEE does hereby accept from ASSIGNOR the Assignment of the
17 Agreement as Amended and ASSIGNEE agrees, without qualification or reservation of right, to
18 assume and perform each and every one of ASSIGNOR'S obligations and responsibilities under
19 the Agreement as Amended and adhere to all terms of the Agreement as Amended, as though
20 ASSIGNEE were the signatory party of said Agreement as Amended in lieu of ASSIGNOR.

21 3. ASSIGNEE'S liability under the Agreement as Amended, and under this
22 Assignment thereof, shall include any and all liability that ASSIGNOR has to the COUNTY under
23 the Agreement as Amended, whether known as of the date hereof or subsequently discovered and
24 henceforth all such liability shall ASSIGNEE accept and assume.

25 4. ASSIGNEE and ASSIGNOR hereby represent that any prior payments from June 1,
26 2018 until the execution of this Assignment have been paid to the correct party and that no further
27 payments are owed by COUNTY to ASSIGNOR. All future payments shall be made to ASSIGNEE
28 at PO Box 848433 Dallas, Texas 75284-8433.

1 5. Section 17 – “NOTICES” of the Agreement as Amended shall be amended to read:

COUNTY	CONTRACTOR
COUNTY OF FRESNO	Perspecta State & Local Inc.
Director of Internal Services/Chief Information Officer	Vice President, Civilian, State and Local
333 W. Pontiac Way	16550 West Bernardo Rd.
Clovis, CA 93612	San Diego, CA 92127
(559) 600-6200	(571) 508-2317

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9 6. This Assignment shall be retroactive to June 1, 2018, the date that ASSIGNOR

10 merged to form ASSIGNEE.

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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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3 **ASSIGNOR**

4 Cathy Varner
5 (Authorized Signature)

6 Cathy Varner, Vice President
7 Name, Position

COUNTY OF FRESNO

Nathan Magsig

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

By: Susan Bishop
Deputy

15 **ASSIGNEE**

16 Max Pinna
17 (Authorized Signature)

18 Max Pinna, Contracts Manager
19 Name, Position

20 FOR ACCOUNTING USE ONLY:

	<u>ASSESSOR:</u>	<u>ACTIC:</u>	<u>ACTIC:</u>
Fund:	0001	0001	0001
Subclass:	10000	10000	10000
ORG:	04200100	04100500	04100600
Account:	7296	7288	7288