

SECOND AMENDMENT TO SERVICE AGREEMENT

This Second Amendment Service Agreement (“Amendment No. 2”) is dated August 9, 2022 and is between Peraton State & Local, Inc. (formerly Perspecta State & Local, Inc.), an Illinois corporation, whose address is 13600 EDS Drive, Herndon VA 20171 (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On February 25, 2020, the County and the Contractor entered into County agreement number 20-074 (“Agreement”), for Mainframe Hosting Services for the Fresno County Property Tax Collector.

B. On November 24, 2020, the County and the Contractor entered into First Amendment to the Agreement to allow for an upgrade to the T1 Connections (T1 connections provide high speed bandwidths over fiber optic or copper phone lines) to the mainframe system hosted by the Contractor for the County’s Property Tax System.

C. On July 30, 2021, the Contractor changed its name to “Peraton State & Local, Inc.”

D. The County and Contractor now further desire to amend the Agreement in order to document its name change, increase unit rate costs in Attachment B of the Agreement effective March 1, 2023, add rates previously omitted from the Agreement, delete the annual compensation limits and compile into a total lump sum for the Agreement, and extend the Agreement by two possible additional years, due to anticipated project delays related to the transition of the mainframe system to County-hosted.

The parties therefore agree as follows:

1. All references to “Perspecta State & Local Inc.” in the Agreement and the First Amendment are deemed references to “Peraton State & Local Inc.”
2. Attachment B – Cost Proposal of the First Amendment to the Agreement, as previously amended, is deleted in its entirety, and replaced with the revised Attachment B, attached and incorporated by this reference.

1 3. Section 5. COMPENSATION/INVOICING of the Agreement, located on page 18, lines 7
2 through 11, are deleted and replaced with the following:

3 "In no event shall compensation paid for services performed under this
4 Agreement during the total possible five-year term of the Agreement exceed two
5 million five hundred fifty thousand dollars (\$2,550,000). It is understood that all
6 expenses required for Contractor's performance of services under this
7 Agreement, other than those described in Attachment B, shall be borne by
8 Contractor."

9 4. Section 3. TERM of the Agreement, located on page 17, lines 5 through line 6 are
10 deleted and replaced with the following:

11 "The term of this Agreement shall be for a period of four (4) years, commencing
12 on February 27, 2020, through and including February 26, 2024, with the option
13 of one one-year renewal period, to expire on February 26, 2025."

14 5. When both parties have signed this Second Amendment, the Agreement, First
15 Amendment, and this Second Amendment together constitute the Agreement.

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

- 17 a. The Contractor is duly authorized and empowered to sign and perform its obligations
18 under this Second Amendment.
- 19 b. The individual signing this Second Amendment on behalf of the Contractor is duly
20 authorized to do so and his or her signature on this Second Amendment legally binds
21 the Contractor to the terms of this Second Amendment.

22 7. The parties agree that this Second Amendment may be executed by electronic signature
23 as provided in this section.

- 24 a. An "electronic signature" means any symbol or process intended by an individual
25 signing this Second Amendment to represent their signature, including but not limited
26 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
27 (3) an electronically scanned and transmitted (for example by PDF document)
28 version of an original handwritten signature.

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- b. Each electronic signature affixed or attached to this Second Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Second Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Second Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Second Amendment with an original handwritten signature.

8. This Second Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Second Amendment.

9. The Agreement as previously amended and as amended by this Second Amendment is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Second Amendment remain in full force and effect.


[SIGNATURE PAGE FOLLOWS]

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

3 PERATON STATE & LOCAL, INC.

COUNTY OF FRESNO

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6 _____
Max Rinna, Manager



Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

7 16550 W. Bernardo Dr.
8 San Diego, CA 92127

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

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By: 

Deputy

For accounting use only:

Org No.: 8905
Account No.: 7311
Fund No.: 1020
Subclass No.: 10000

Attachment B

Cost Proposal

Property Tax – Unit Driven Items	Price Per Month Through 2/28/2023	Price Per Month Effective 3/1/2023
Mainframe Disk Storage (DASD) per GB	\$0.241	\$0.300
CPU Minutes Prime per CPU minute	\$0.736	\$0.920
CPU Minutes Non-Prime per CPU minute	\$0.613	\$0.770
Mainframe Taper Storage Per GB	\$0.061	\$0.080
CISC Region – Per Region	\$388.80	\$485.00

Property Tax – Fixed Price Items	Price Per Month Through 2/28/2023	Price Per Month Effective 3/1/2023
Telecom (T1, or equal or higher bandwidth circuit; Routers(2), Firewall)	\$5,801.00	\$7,250.00
Telecom Additional T1 , or equal or higher bandwidth circuit	\$1,800.00	\$2,250.00
Operations Support – Property Tax	\$5,616.00	\$7,020.00
Software Licenses and Maintenance	\$13,124.00	\$16,410.00
LAN to Host - Limit 2M rec	\$764.00	\$960.00
Disaster Recovery	\$1,931.00	\$2,420.00
Customer Service Representative	\$4,325.00	\$5,410.00

Contractor Staff Rates		
Job Title	Job Function	Hourly Rate
Mainframe Automation Engineer	Automation	\$181.00
Mainframe Capacity Planner	Capacity Planning	\$181.00
Mainframe Application Support Engineer	Application Support	\$181.00
Mainframe Hardware Planning Engineer	Hardware Planning	\$181.00

Attachment B

Cost Proposal

Mainframe Interactive Support Engineer	Interactive (CICS/WAS, DB2, IMS/MQ, Specialty DBMS)	\$181.00
Mainframe Operating Systems Engineer	zOS (MVS) Systems Programmer	\$181.00
Mainframe Storage Engineer	Storage Management (DASD/TAPE)	\$138.00
Mainframe Network Engineer	z/OS COMM server (VTAM/TCPIP)	\$181.00
Mainframe Operations Analyst	Operations Batch Support	\$115.00
Mainframe Security Administrator	Security ACF2	\$138.00
Applications Programmer/Analyst	Applications Programmer / Analyst	\$145.00
Database Administrator	Database Administrator	\$150.00
Enterprise Architect	Enterprise Architect	\$171.00
Information Security / Privacy Analyst	Information Security/Privacy Analyst	\$150.00
Network Engineer	Network Engineer	\$156.00
Project Manager (tech)	Project Manager	\$156.00
Solutions Architect	Solutions Architect	\$171.00
Systems Administrator	Systems Administrator	\$145.00