

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of February, 2020, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and Perspecta State & Local Inc., an Illinois corporation, whose address is 13600 EDS Drive, Herndon VA 20171, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR, through its predecessor in interest, EDS Information Services, LLC., entered into Agreement number 07-071, dated February 27, 2007 ("Original Agreement"), pursuant to which CONTRACTOR agreed to provide mainframe hosting services to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR amended the Original Agreement on February 21, 2012, ("First Amendment"), on February 4, 2014 ("Second Amendment"), and on March 15, 2016 ("Third Amendment");

WHEREAS, the First Amendment provided, among other changes, that CONTRACTOR was the successor in interest to EDS Information Services, LLC; and

WHEREAS, COUNTY and CONTRACTOR now desire to enter into a new Agreement, in order to continue to provide hosting services on the CONTRACTOR's mainframes for COUNTY's Property Tax System.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. **OBLIGATIONS OF THE CONTRACTOR**

A. **MAINFRAME COMPUTE SERVICES:** The Mainframe Compute Services include the running and operating of the County of Fresno applications on the existing CONTRACTOR-leveraged mainframe.

The Service components of Mainframe Compute include:

- 99.5% system availability.
- 24 x 7 support.

- 1 • System database support.
- 2 • Capacity management.
- 3 • Performance management.
- 4 • Interactive availability monitoring.
- 5 • Storage management.
- 6 • System backup and recovery.
- 7 • System availability management.
- 8 • Hardware supplier service level management.
- 9 • Preventative maintenance for CONTRACTOR-supplied hardware/software
- 10 • Batch scheduling and monitoring.
- 11 • Security Management.
- 12 • Standard service level reporting.
- 13 • Off-site tape storage.
- 14 • Recovery action plan for CONTRACTOR facility/processing.
- 15 • Disaster recovery (warm site).
- 16 • COUNTY mainframe workload will be placed in a shared (leveraged LPAR) at the
- 17 CONTRACTOR Data Center.
- 18 • Support of non-vendor-supported products or back-leveled software is on a “best-effort”
- 19 basis.
- 20 • Products currently not used are not included in this Agreement.

21 B. **NETWORK SERVICES:** CONTRACTOR network services include the running
22 and operating of COUNTY network as provided today, including the circuits, equipment and services to
23 provide connectivity between the CONTRACTOR and COUNTY data centers. The current bandwidth
24 provided by two T1 circuits is assumed to be adequate for COUNTY traffic.

25 This Agreement includes the following:

- 26 • 2 point-to-point T1 circuits between the two data centers for SNA traffic
- 27 • 2 Cisco routers (and maintenance) with internal CSU/DSUs.
- 28 • CONTRACTOR will retain ownership of this equipment.

- COUNTY will retain ownership, management and financial responsibility (hardware depreciation, maintenance and software licenses for the network connectivity components located within its data center.
- Includes switch ports and VLANs required for connectivity at the CONTRACTOR data center.

C. **SECURITY SERVICES:** Security measures will provide for privacy of proprietary, personal, privileged, or otherwise sensitive COUNTY data. The power of the security software rests on the premise that all data are automatically protected by default. Because the security system protects all data by default, it controls how data are shared. COUNTY's private and confidential information will not be accessible by any user unless a rule is written specifically to allow the access. Under the security system:

- All access to the system, to data, and to resources will be prevented unless specified in an access rule.
- COUNTY users will control the sharing of their data between other users or groups.
- The owner of a COUNTY resource will specify who can access a resource, in what way, from what device, and at what time.
- An audit record will be written to the security audit log, and the requested data will be denied, any time a rule is not found to allow a requested access.
- The owner of any COUNTY resource may specify auditing of any accesses to that resource, regardless of whether or not access was granted.
- A security administrator will be able to specify the auditing of any resource under the control of security administration.

The security system will create, maintain, and protect a record of accesses to those systems and protected resources that require periodic audit due to a high degree of sensitivity or suspected misuse. This record will identify the user, the resource, type of access attempted or obtained, the input source, and the time and date of access. Access to the audit record data will be limited to those authorized by appropriate the security system access rules.

1. SECURITY PLANNING AND MANAGEMENT

1 In collaboration with COUNTY's security oversight group, CONTRACTOR will
2 provide security policy and planning for systems and applications that are within the scope of this
3 proposal. COUNTY 's information security policies and procedures will apply to COUNTY resources, if
4 CONTRACTOR has previously been informed of those policies and procedures. COUNTY policies and
5 standards will serve as the baseline minimum for protecting COUNTY resources within the systems
6 operated by CONTRACTOR. CONTRACTOR' proprietary resources (including those acquired from
7 COUNTY) will be protected using CONTRACTOR' Security Policies and Security Control Directives.
8 The process will include the reconciliation of CONTRACTOR-proposed changes with COUNTY's
9 information security policies and procedures.

10 COUNTY's security strategies and planning results will be communicated to
11 CONTRACTOR through the security oversight group.

12 Every CONTRACTOR security recommendation will be reviewed and, as
13 appropriate, authorized by the security oversight group to ensure compatibility with COUNTY's policies
14 and procedures.

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16 **2. REQUEST PROCESSING**

17 The Request Processing Team will handle security-related requests. Team
18 analysts will examine approved requests from COUNTY, make changes as necessary to security
19 databases on the appropriate systems, and resolve many different kinds of security issues and
20 questions.

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22 **3. COMPLIANCE AND INCIDENT MANAGEMENT**

23 Compliance management refers to the periodic review of systems and
24 administrative security controls to ensure they meet or exceed published standards. The review also
25 ensures that all changes made to security control mechanisms can be traced to a duly authorized
26 security change request.

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28 **4. INFORMATION RETENTION, STORAGE, AND DISPOSAL**

1 CONTRACTOR will provide retention, storage, and disposal of security records,
2 which includes on-line and hard-copy security requests, authorization records, signature authority files
3 for security requests, special privilege requests, and re-verification and exception notices. This level of
4 security applies to areas where CONTRACTOR has responsibility for security administration or
5 management of security processes.

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7 **5. INFORMATION RETENTION, STORAGE, AND DISPOSAL**

8 For actual declared disasters or for mutually planned disaster recovery drills that
9 affect systems and applications within the scope of this agreement CONTRACTOR will:

- 10 • Administer the security system in the alternate recovery site to provide the basic security
11 environment necessary to restore and manage the operating system.
- 12 • Test the security package functionality and ensure that security system controls are in
13 place once the operating system has been restored.
- 14 • Help establish the communication process that will be used when affected groups call for
15 a password reset or data access.
- 16 • Provide password reset and data access administration services in support of the
17 disaster recovery activities.

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19 **6. SECURITY AUDIT**

20 CONTRACTOR will provide COUNTY with auditing, management, and reporting
21 capabilities that will identify users and their access to data and system resources. CONTRACTOR will
22 audit events for which security concerns are pertinent. Such events include the logging (auditing) of all
23 system activities to include user identification, user access lists based on COUNTY criteria, time and
24 duration of accesses, and systems on which accesses were attempted.

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26 **7. RE-VERIFICATION**

27 CONTRACTOR will send reports to each information owner weekly, which lists all
28 access rules for that owner's information. This will be done in order to verify that all existing access rules

1 are correct and still in force. CONTRACTOR will correct the security databases based upon the
2 responses received from information owners.

3 4 **8. PHYSICAL CONTROLS**

5 Physical access controls at CONTRACTOR Data Centers provide assurance that
6 access to computer equipment, storage media, and operations documentation is granted to authorized
7 personnel only. While all Data Centers do not employ the same technology in securing physical access,
8 the concepts and control requirements are the same.

9 CONTRACTOR Data Center facilities are secured with badge reader systems,
10 key locks, and video cameras at all building entrances and exits.

11 All doors leading into the Data Center are protected by security card key readers,
12 except for lobby entrances to the Data Center buildings. A receptionist monitors the unlocked lobby
13 entrance and asks visitors for the name and extension of the CONTRACTOR employee they are
14 visiting. Once inside the Data Center complex, access to other internal Data Center areas requires card
15 key access. All visitors are required to be escorted within the building throughout the duration of their
16 visit.

17 The issuance of card-keys for physical access to the Data Center and
18 CONTRACTOR facilities is controlled through a request and approval process. Requests for employee
19 card-keys are submitted to a Physical Access Coordinator, specifying access zones with specific
20 justification. Approvals must be granted by the appropriate authorizing manager for each zone
21 requested. Once approvals are obtained, CONTRACTOR Security will issue the access card-key.
22 Quarterly reviews of access levels, including temporary passes, are performed to ensure that accesses
23 are appropriate, and that terminated and separated employees no longer have access via the card-key
24 system.

25 CONTRACTOR Security personnel staff the main entrance to the Data Center
26 during normal business hours and the central monitoring station 24 hours per day. The central
27 monitoring station is equipped with monitors for the video camera surveillance, environmental alarms for
28 the facilities, and radio dispatch for prompt first-line response to any emergency.

1 The computer and control rooms house all computer equipment, operations
2 documentation, master control consoles, peripheral and communications equipment. The wiring closets,
3 telecommunications rooms, UPS systems, and battery backups are located within separate key-locked
4 areas. Within the computer room itself, there is a separate security zone requiring additional cardkey
5 access to the tape library. In the tape library there is a switch room, which also has separate access
6 entries. Only personnel with direct responsibilities to the tape library or switch room have access to
7 these zones.

9. PHYSICAL CONTROLS

10 CONTRACTOR will implement the following safeguards in order to help assure
11 network security:

- 12 • At the time a user logs onto the system, a standard message will be displayed warning
13 the user that the network is protected and monitored, and that unauthorized use will
14 result in prosecution.
- 15 • On-line router access will be password-restricted. On-line passwords for every router will
16 be changed at intervals specified in the Security Policy (not to exceed a maximum of 90
17 days) and communicated to individual data center network operators and configuration
18 personnel.
- 19 • New passwords will be implemented in the Network Management System (NMS) and
20 downloaded to each router following normal change control review and approval.
- 21 • When on-line router access is attempted with three incorrect passwords, the session will
22 be immediately disconnected. An alarm will be generated to the NMS and the appropriate
23 network operator will be notified. The alarm will identify the offending device and create
24 an entry in the audit log for later review.
- 25 • To obtain access to the NMS, an individual ID will be assigned to each staff member
26 involved in the monitoring and management of the distributed network. Each ID will have
27 an associated authority level that specifies what the user is authorized to do. The
28 appropriate data center manager will assign IDs and authority levels on a strictly as-

1 needed basis. The data center manager will also be responsible for the policing of
2 compliance to standards and for cancellation of a user ID due to a user's role change or
3 termination of employment. Rules for NMS IDs and passwords will be the same as for on-
4 line passwords.

- 5 • The NMS will produce an audit trail of each NMS ID created and the version of the
6 configuration file generated for each router that will allow subsequent problems to be
7 traced back to the source. All NMS logs and audit trails will be backed up weekly.

8 9 **10. LAN to HOST SECURITY**

10 The following additional security controls are placed on LAN -to-Host services:

- 11 • All interactive {TN3270} sessions will be connected to a secure menu and controlled
12 using the standard individual network id and password for security. Unsecured TN3270
13 access will not be supported.
- 14 • File transfer sessions will be assigned a unique access code. When this is not feasible for
15 technical reasons, the host file transfer program, such as IBM's implementation of FTP,
16 will have security exits configured to restrict access to data sets and applications based
17 on the user ID and unique access codes. Unsecured file transfer is not supported.
- 18 • Peer-to-peer sessions will be assigned a unique access code. When this is not feasible
19 for technical reasons, the host file transfer program, such as IBM's implementation of
20 BSD sockets, will have security exits configured to restrict access to data sets and
21 applications based on the user ID and unique access code. Unsecured peer-to-peer
22 sessions will not be supported.

23 D. **OTHER SERVICES:** COUNTY-developed code support includes:

24 Customer Service for COUNTY staff. The COUNTY-authorized individuals will be
25 provided with two toll-free numbers, a mobile phone number and e-mail addresses to access
26 CONTRACTOR's Service Desk, Operations Assistance Center (OAC) and a Customer Service
27 Representative (CSR) for technical and business support issues. All support resources will be engaged
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1 by the Service Desk and the CSR for resolving issues such as job scheduling, batch cycle monitoring,
2 CICS region issues, VTAM and network related issues, TSO, etc.

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4 **E. ASSUMPTION:**

- 5 • The in-scope activities for this proposal include support of COUNTY mainframe
6 processing for Property Tax System and connectivity between the CONTRACTOR Data
7 Center and the COUNTY data center. All other activities are out of scope for this
8 proposal.
- 9 • COUNTY will retain responsibility for applications support, including production
10 promotion.
- 11 • CONTRACTOR will have responsibility for job scheduling and monitoring for all
12 mainframe workload for Property Tax System.
- 13 • CONTRACTOR will support COUNTY using the current CONTRACTOR processes and
14 procedures (i.e., problem and change management).
- 15 • Specific service levels will be jointly agreed upon between COUNTY and
16 CONTRACTOR.
- 17 • COUNTY will retain level 1 help-desk support.
- 18 • CONTRACTOR will receive level 2 mainframe help desk calls into the CONTRACTOR
19 Service Desk or the Operations Assistance Center (OAC).
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21 **F. OTHER SERVICES:** CONTRACTOR will provide their Enhanced level of service
22 that will provide COUNTY with guaranteed service level agreements for:

Description	Service Level
Support scope	24 x 7
Support days	Continuous
Support hours (Local customer time)	Continuous
Compute environment availability	99.5%

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Maintenance windows	Monthly: 1st Sunday after the 3rd Saturday of the month from 00:00 to 04:00 A.M. PST.
Systems Management	
System alerts	Detect and respond within 15 minutes
Revise alert and thresholds	Annual
System performance reporting	Quarterly standard
Standard capacity trending reports	Quarterly standard
System Configuration Management	
System software corrective maintenance	As required
System software preventive maintenance (maintenance aged at CONTRACTOR discretion and deemed 'critical' by supplier)	Up to monthly
System software and related system product refresh	Refresh at 12-18 months
Hardware Configuration Management	
Problem escalation to supplier	Within 15 minutes of notification
Workload Management	
Detect & Respond to job failure	Within 15 minutes
Modify batch schedule	Within 3 business days
Hold request	Within 1 hours
Security Management	
Security Management Review	Quarterly
User ID changes	Within 3 business days
Application resource control	Within 3 business days
Reset passwords	Within 30 minutes
Problem Management	
Level 1	15-minute response, 4-hour resolution

Level 2	15-minute response, 8-hour resolution
Level 3	4-8 hour response, 2 business day resolution

All of the above-described items are service levels that COUNTY can expect as a minimum level of service. CONTRACTOR understands that COUNTY may need faster service in areas such as modifying the batch schedule, User ID changes, application resource control, and password resets. Through the emergency protocols developed jointly between COUNTY and CONTRACTOR, these changes can be accomplished daily.

1. SERVICE EXCELLENCE

The Service Excellence Dashboard is a web-based tool using a stoplight metaphor. A green indicator means we are exceeding the measurements, yellow indicates there are some minor problems, and red reflects critical issues that need immediate resolution.

CONTRACTOR's account staff is responsible for updating the measurements on a weekly manner, thus any areas where we've failed to meet our service level agreements are quickly identified and reported to management within CONTRACTOR.

COUNTY has the ability to view and update the dashboard based on your own experience. Surveys can be routinely submitted to provide feedback on how we are doing.

G. Additional Information:

1. MIGRATION

Within this Agreement, there is no migration required to a new center for processing. CONTRACTOR proposes utilizing the same processes, procedures, and mainframe support that are in place today.

2. HOSTING SERVICES

This Agreement is based upon utilizing the existing software, hardware, processes and procedures that are in place today and have been utilized by the COUNTY in the past for the Property Tax System. Therefore, CONTRACTOR Agrees to provide the same service levels, processes, and performance that has been successful in the past.

1 **3. HOSTING SERVICES MATRIX**

2 **Hosting should include the following:**

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Software
ZOS 1.4 minimum
CICS 6.3.0 minimum
TSO/ISPF
ZOS COBOL
CICS Translator
VSAM File Systems
PanValet, PANAPT and ISPF
Debugging Tools (such as CA InterTest) for both CICS and batch
CA Vision: Results (formerly DYL 280)
Scheduling System (such as CA-7)
Automated Restart System (such as CA-11)
File Utility (such as IBM File Manager)
Batch archival viewing product (such as CA-View)
Sort Utility (such as IBM DFSORT)
File Compare Utility (such IBM File Manager)
Support for 750 VTAM Sessions
Tapes
Offsite Tape Storage
Tape Management System
Tape Library System
Telecommunications
SNA network
JES2
IP link for FTP. Security must allow for 'put' and 'get' from the Host and to the

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Host
Security
Must encompass TSO, Batch, and CICS
Must support CICS auto-logon terminals
Support
CICS uptimes – 06:00 to 19:00 Monday – Saturday
Batch Window – 19:00 to 01:00 Monday – Saturday
Batch monitoring – 19:00 to 01:00 Monday – Sunday A.M (via eNote alerts).
OAC Help Desk – 07:00 to 01:00 Monday – Sunday A.M.
Issue Resolution and Escalation process
Disaster Recovery Plan
Change Management Process
Request Processing Procedures
Compliance and Incident Management – Ensuring that Security changes can be traced to authorized security change requests and reporting to detect and contain unauthorized and damaging events
Preferred Products and Options
Debugging Tools: Interest or Xpeditior
COUNTY would prefer to handle all scheduling tasks rather than the vendor.
Automated Restart System: CA-11
Production Turnover System capable of supporting 10 byte file names: PanApt preferred
File Utility: IBM File Manager
JCL Validation Tool: CA JCLCheck
System Display Facility: SDSF available to Fresno staff
Batch archival viewing product: CA-View
Sort Utility: IBM DFSORT

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3 **H. Business Continuity and Shared Responsibilities**

4 Joint COUNTY and CONTRACTOR Responsibilities:

- 5 • COUNTY and CONTRACTOR will mutually determine the disaster recovery plan.
- 6 • COUNTY and CONTRACTOR will mutually determine responsibilities for
7 identifying, declaring, and executing recovery from an actual disaster.

8 CONTRACTOR responsibilities:

- 9 • CONTRACTOR will provide COUNTY with processes that allow the County to
10 identify data that must be stored at off-site vault and to review storage and
11 retention periods for managing the County's off-site data. CONTRACTOR will
12 inventory tapes at the off-site vault, supervise daily shipments to and from the
13 vault, and issue emergency recalls of tapes from the vault when required to
14 complete restorations.
- 15 • As necessary, CONTRACTOR will maintain and update the documented system
16 data recovery plan on an ongoing basis when configuration changes are made.
17 When updates to the plan occur, CONTRACTOR will perform a desk-check test of
18 the documented system recovery plan to verify that all necessary recovery
19 information exists and verifies that the strategy of the recovery plan supports day-
20 to-day operations.
- 21 • As necessary, CONTRACTOR will maintain and update the documented system
22 data recovery plan to ensure recoverability of the mainframe platform -operating
23 environment. When updates to the plan occur, CONTRACTOR will perform a
24 review of the documented system recovery plan to verify that all necessary
25 recovery information exists and to verify the strategy of the recovery plan supports
26 day-today operational requirements.

- CONTRACTOR will provide the required personnel resources to perform disaster-recovery testing at the designated recovery site at the intervals defined in the associated SLA.
- CONTRACTOR will review the results of the disaster recovery testing with COUNTY to identify opportunities for improvement in contingency planning. CONTRACTOR will implement testing procedures required by the disaster recovery plan and will deliver a preliminary report within two weeks of the test and a final report within one month of the test.

1. Business Continuity

CONTRACTOR responsibilities:

- CONTRACTOR will alert COUNTY as soon as possible when a situation arises that poses a very high degree of risk that a physical site disaster could occur.
- At declaration of disaster, CONTRACTOR will be responsible for either providing another CONTRACTOR-owned facility for recovery or for contracting for the use of a recovery facility through a third party.
- CONTRACTOR will ensure that like hardware components, which may be leveraged with across multiple clients, are maintained in the warm-site facility.
- CONTRACTOR will ensure 52 MIPS and associated peripheral hardware components are available during contracted recovery test hours as required to meet service levels described by associated business continuity testing services and recovery of critical business systems in the event of a site disaster. Additional resources can be provided upon COUNTY's request at an additional charge to meet unique requirements.
- CONTRACTOR will provide 3 consecutive 8 hour days disaster recovery test use per year of disaster recovery facility. Additional test hours can be provided upon COUNTY's request at an additional charge to meet unique requirements.

- 1 • CONTRACTOR will administer the security system in the alternate recovery site
- 2 to provide the basic security environment necessary to restore and manage the
- 3 operating system.
- 4 • CONTRACTOR will test the security package functionality and ensure that
- 5 security system controls are in place once the operating system has been
- 6 restored.
- 7 • CONTRACTOR will help establish the communication process that will be used
- 8 when affected groups call for a password reset or data access.
- 9 • CONTRACTOR will provide password reset and data access administration
- 10 services in support of the disaster recovery activities.

11 2. OBLIGATIONS OF THE COUNTY

12 1. **Business Continuity**

13 COUNTY responsibilities:

- 14 • COUNTY will provide to CONTRACTOR documented business requirements,
- 15 definitions, and business parameters for the mainframe disaster recovery plan.
- 16 • COUNTY will work with CONTRACTOR to jointly develop a mainframe disaster
- 17 recovery plan.
- 18 • COUNTY will review and approve the strategy of the recovery plan to ensure that
- 19 it supports COUNTY's operational and business process requirements.
- 20 • COUNTY will review prioritized lists of applications and/or sites and will provide
- 21 updates, if necessary, to recovery requirements.
- 22 • COUNTY will review and approve any changes to the disaster recovery plan that
- 23 will result in changes to the overall recovery scheme.
- 24 • COUNTY will keep in force and effect and be financially responsible for any
- 25 disaster recovery agreements with third-party providers with respect to the
- 26 mainframe system.

- COUNTY will be responsible for all costs related to the execution of the mainframe system disaster recovery plan in the event COUNTY declares a disaster.

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on February 27, 2020, through and including February 26th, 2023.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR. In the event of a termination without cause, COUNTY shall compensate CONTRACTOR for all services performed as of the termination date, as well as for reasonable

1 shutdown costs.

2 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and
3 CONTRACTOR agrees to receive compensation as described in Attachment B, Cost Proposal.
4 CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno, Internal Services
5 Department mailbox at ISDBusinessOffice@FresnoCountyCA.gov. The COUNTY shall pay each invoice
6 within 45 days of receipt of the invoice.

7 In no event shall compensation paid for services performed under this Agreement exceed
8 \$850,000 annually during the term of this Agreement. In no event shall compensation paid for services
9 performed under this Agreement exceed \$2,550,000 during the term of this Agreement. It is understood
10 that all expenses required for CONTRACTOR'S performance of services under this Agreement, other than
11 those described in Attachment B, shall be borne by CONTRACTOR.

12 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
13 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
14 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
15 times be acting and performing as an independent contractor, and shall act in an independent capacity and
16 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
17 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
18 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
19 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
20 terms and conditions thereof.

21 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
22 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

23 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
24 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
25 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
26 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
27 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
28 other regulations governing such matters. It is acknowledged that during the term of this Agreement,

1 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

2 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
3 written consent of all the parties without, in any way, affecting the remainder.

4 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
5 nor their rights or duties under this Agreement without the prior written consent of the other party.

6 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
7 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
8 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
9 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
10 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
11 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
12 or corporation who may be injured or damaged by the performance, or failure to perform, of
13 CONTRACTOR, its officers, agents, or employees under this Agreement.

14 The provisions of this Section 9 shall survive termination of this Agreement.

15 10. INSURANCE

16 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
17 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
18 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
19 Joint Powers Agreement (JPA) throughout the term of the Agreement:

20 A. Commercial General Liability

21 Commercial General Liability Insurance with limits of not less than One Million Dollars
22 (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This
23 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
24 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
25 liability or any other liability insurance deemed necessary because of the nature of this contract.

26 B. Automobile Liability

27 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
28 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto

1 used in connection with this Agreement.

2 C. Worker's Compensation

3 A policy of Worker's Compensation insurance as may be required by the California Labor
4 Code.

5 Additional Requirements Relating to Insurance

6 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
7 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
8 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
9 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
10 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
11 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
12 a minimum of thirty (30) days advance written notice given to COUNTY.

13 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
14 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
15 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
16 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
17 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
18 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
19 and employees, individually and collectively, as additional insured, but only insofar as the operations under
20 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
21 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
22 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein;
23 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
24 written notice given to COUNTY.

25 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
26 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
27 Agreement upon the occurrence of such event.

28 All policies shall be issued by admitted insurers licensed to do business in the State of California,

1 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
2 FSC VII or better.

3 11. CONFIDENTIALITY:

4 (a) Scope of Obligation. Except as otherwise expressly provided in this Agreement, and except as
5 required by law, CONTRACTOR and COUNTY each agrees that (i) all information communicated to it by
6 the other and identified as confidential, whether before or after the effective date of this Agreement, (ii) all
7 information identified as confidential to which it has access in connection with the Services, whether before
8 or after the effective date, will be and will be deemed to have been received in confidence, and will be used
9 only for purposes of this Agreement, and each of CONTRACTOR and COUNTY agrees to use the same
10 means as it uses to protect its own confidential information, but in no event less than reasonable means, to
11 prevent the disclosure and to protect the confidentiality thereof. No such information will be disclosed by the
12 recipient Party without the prior written consent of the other Party: provided, however, that each Party may
13 disclose this Agreement and the other Party's confidential information to those of the recipient Party's
14 attorneys, auditors, insurers (if applicable), subcontractors and full time employees who have a need to
15 have access to such information in connection with their employment (or engagement, if applicable) by the
16 recipient Party, so long as the recipient Party advises, in the case of its subcontractors and employees,
17 each such subcontractor and employee of the confidentiality obligations set forth in this Section 11. In any
18 event, compliance by each of the persons referenced in the preceding sentence with the confidentiality
19 obligations set forth in this Section 11 will remain the responsibility of the Party employing or engaging such
20 persons. Notwithstanding the foregoing, CONTRACTOR may disclose other confidential information to
21 which it has access hereunder to professional advisers, financial institutions and other third parties in
22 connection with any transaction entered into to provide financing related to this Agreement or the
23 obligations of CONTRACTOR hereunder, so long as each of them execute a confidentiality agreement
24 containing terms and conditions no less restrictive than those set forth in this Section 11.

25 (b) Exceptions. The foregoing will not prevent either Party from disclosing information that belongs to
26 such Party or (i) is already known by the recipient Party without an obligation of confidentiality other than
27 under this Agreement, (ii) is publicly known or becomes publicly known through no unauthorized act of the
28 recipient Party, (iii) is rightfully received from a third party, (iv) is independently developed without use of the

1 other Party's confidential information or (v) is disclosed without similar restrictions to a third party by the
2 Party owning the confidential information. If confidential information is required to be disclosed pursuant to
3 a requirement of a governmental authority or state law, such confidential information may be disclosed
4 pursuant to such requirement so long as the Party required to disclose the confidential information, to the
5 extent possible, provides the other Party with timely prior notice of such requirement and coordinates with
6 such other Party in an effort to limit the nature and scope of such required disclosure. In addition, and
7 notwithstanding anything to the contrary in this Agreement, each Party may disclose (without prior notice to,
8 or approval or consent by, the other), to taxing authorities and to such Party's representatives, outside
9 counsel and advisors, any confidential information that is required to be disclosed in connection with such
10 Party's tax filings, reports, claims, audits or litigation. If confidential information is required to be disclosed in
11 connection with the conduct of any mediation or arbitration proceeding, such confidential information may
12 be disclosed pursuant to and in accordance with the approval and at the direction of the mediator or
13 arbitrator, as the case may be, conducting such proceeding. The results of any such mediation or
14 arbitration will be deemed to be confidential information and, as such, will be subject to this Section 11.
15 Upon written request of the disclosing Party at the expiration or termination of this Agreement for any
16 reason, all such documented confidential information (and all copies thereof) of the disclosing Party will be
17 returned to the disclosing Party or will be destroyed, with written certification thereof being given to the
18 disclosing Party.

19 THIS AGREEMENT, INCLUDING ITS CONTENTS, SHALL BE SUBJECT TO PUBLIC DISCLOSURE BY
20 COUNTY PURSUANT TO THE RALPH M. BROWN ACT (GOVERNMENT CODE SECTIONS 54950 ET
21 SEQ.), THE CALIFORNIA PUBLIC RECORDS ACT (GOVERNMENT CODE SECTIONS 6250 ET SEQ.),
22 AND ALL OTHER APPLICABLE LAWS PERTAINING TO DISCLOSURE BY PUBLIC ENTITIES, AND
23 COUNTY SHALL NOT BE LIMITED IN ANY MANNER WHATSOEVER WITH RESPECT TO ITS PUBLIC
24 DISCLOSURE OF THIS AGREEMENT, INCLUDING THE CONTENTS OF THIS AGREEMENT. The
25 provisions of this Section 11 will survive the expiration or termination of this Agreement for any reason.

26 12. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours
27 with reasonable notice, not more than once a year, make available to the COUNTY for examination all of its
28 records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon

1 request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary
2 to ensure CONTRACTOR'S compliance with the terms of this Agreement.

3 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
4 the examination and audit of the California State Auditor for a period of three (3) years after final payment
5 under contract (Government Code Section 8546.7).

6 13. NOTICES: The persons and their addresses having authority to give and receive notices
7 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Perspecta State & Local Inc.
Director of Internal Services/Chief Information Officer	Ed Saidkhanian
333 W. Pontiac Way	13600 EDS Drive
Clovis, CA 93612	Herndon, VA 20171

8 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
9 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
10 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
11 personal service is effective upon service to the recipient. A notice delivered by first-class United States
12 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
13 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
14 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
15 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
16 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
17 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
18 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
19 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
20 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
21 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
22 beginning with section 810).

23 14. OWNERSHIP:

24 A. Proprietary Software. Each party will retain all rights in any software ideas, concepts, know-
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1 how, development tools, techniques or any other proprietary material or information that it owned or
2 developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement
3 without reference to or use of the intellectual property of the other party. All software that is licensed by a
4 party from a third party vendor will be and remain the property of such vendor.

5 B. Developed Software. The copyright in and to all software that is developed by CONTRACTOR
6 and delivered by CONTRACTOR to the COUNTY under this Agreement, and paid for by the COUNTY
7 ("Developed Software") is and shall remain the property of the COUNTY.

8 C. Other. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR (i) will retain
9 all right, title and interest in and to all know-how, intellectual property, methodologies, processes,
10 technologies, algorithms, software or development tools used in performing the services hereunder which
11 are based on trade secrets or proprietary information of CONTRACTOR, are developed or created by or on
12 behalf of CONTRACTOR without reference to or use of the intellectual property of the COUNTY or are
13 otherwise owned or licensed by CONTRACTOR (collectively, "Tools"), (ii) subject to the confidentiality
14 obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes
15 and know-how which are developed or created in the course of performing the services and may be
16 retained by CONTRACTOR'S employees in intangible form, all of which constitute substantial rights on the
17 part of CONTRACTOR in the technology developed as a result of the services performed under this
18 Agreement, and (iii) will retain ownership of any CONTRACTOR-owned software or Tools that are used in
19 producing the Developed Software and become embedded therein. No licenses will be deemed to have
20 been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as
21 otherwise expressly provided in this Agreement.

22 15. DISPUTE RESOLUTION: In the event of any dispute, controversy or claim of any kind or nature
23 arising under or in connection with this Agreement (including disputes as to the creation, validity,
24 interpretation, breach or termination of this contract) (a "Dispute"), then upon the written request of either
25 party, each of the parties will appoint a designated senior business executive whose task it will be to meet
26 for the purpose of endeavoring to resolve the Dispute. The COUNTY will appoint the Chief Information
27 Officer or his designee as the designated senior business executive. The senior business executives will
28 meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all

1 information with respect to the matter in issue which the parties believe to be appropriate and germane in
2 connection with its resolution. Such executives will discuss the Dispute, and will negotiate in good faith in
3 an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. The specific
4 format for such discussions will be left to the discretion of the designated executives, but may include the
5 preparation of agreed upon statements of fact or written statements of position furnished to the other party.
6 No formal proceedings for the resolution of the Dispute may be commenced until the earlier to occur of (a)
7 a good faith mutual conclusion by the designated executives that amicable resolution through continued
8 negotiation of the matter in issue does not appear likely or (b) the 30th day after the initial request to
9 negotiate the Dispute.

10 16. **LIMITATION OF LIABILITY:** CONTRACTOR's liability to the COUNTY for any damages arising
11 out of or related to this Agreement, regardless of the form of action that imposes liability, whether in
12 contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the
13 aggregate for all claims, actions and causes of action of every kind and nature, the total of one and one half
14 times the fees paid by the COUNTY to CONTRACTOR under this Agreement. In no event will the measure
15 of damages payable by CONTRACTOR include, nor will CONTRACTOR be liable for, any amounts for loss
16 of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of
17 any party, including third parties, even if such party has been advised of the possibility of such damages in
18 advance.

19 17. **FORCE MAJEURE:** Neither party will be deemed to be in default hereunder, or will be liable to
20 the other, for failure to perform any of its non-monetary obligations under this Agreement for any period and
21 to the extent that such failure results from any event or circumstance beyond that party's reasonable
22 control, including natural disasters, riots, war, civil disorder, court orders, labor disputes or failures in
23 electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment
24 failure, and which it could not have prevented by reasonable precautions or could not have remedied by the
25 exercise of reasonable efforts, provided that the exercise of such reasonable precautions or reasonable
26 efforts will not require the incurrence of any additional cost or expense.

27 18. **GOVERNING LAW:** Venue for any action arising out of or related to this Agreement shall only
28 be in Fresno County, California. The rights and obligations of the parties and all interpretation and

1 performance of this Agreement shall be governed in all respects by the laws of the State of California.

2 19. DISCLOSURE OF SELF-DEALING TRANSACTIONS

3 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
4 or non-profit corporation) or if during the term of the Agreement, the CONTRACTOR changes its status
5 to operate as a corporation.

6 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
7 that they are a party to while CONTRACTOR is providing goods or performing services under this
8 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
9 and in which one or more of its directors has a material financial interest. Members of the Board of
10 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
11 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
12 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
13 immediately thereafter.

14 20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
15 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
16 previous Agreement negotiations, proposals, commitments, writings, advertisements, publications,
17 and understanding of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR

(Authorized Signature)

Max Pinna, Contract Manager

Print Name & Title

16550 W. Bernardo Dr.

San Diego, CA 92127

Mailing Address

COUNTY OF FRESNO



Ernest Buddy Mendes, 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:  Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1040

Subclass: 10000

ORG: 89050000

Account: 7311

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Attachment B

Cost Proposal

Property Tax – Unit Driven Items	Price Per Month Through 2/29/2020	Price Per Month Effective 3/1/2020
Mainframe Disk Storage (DASD) per GB	\$0.201	\$0.241
CPU Minutes Prime per CPU minute	\$0.613	\$0.736
CPU Minutes Non-Prime per CPU minute	\$0.511	\$0.613
Mainframe Taper Storage Per GB	\$0.051	\$0.061
CISC Region – Per Region	\$324.00	\$388.80

Property Tax – Fixed Price Items	Price Per Month Through 2/29/2020	Price Per Month Effective 3/1/2020
Telecom (T1; Routers(2), Firewall)	\$4,834.00	\$5,801.00
Telecom Additional T1	\$1,500.00	\$1,800.00
Operations Support – Property Tax	\$4,680.00	\$5,616.00
Software Licenses and Maintenance	\$10,937.00	\$13,124.00
LAN to Host - Limit 2M rec	\$637.00	\$764.00
Disaster Recovery	\$1,609.00	\$1,931.00
Customer Service Representative	N/A (new service)	\$4,325.00