

**AMENDMENT NO. 3 TO SERVICE AGREEMENT**

This Amendment No. 3 to Service Agreement ("Amendment No. 3") is dated February 20, 2024 and is between Peraton State & Local, Inc., an Illinois corporation ("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 Management Information System (PMIS) used by the Auditor-Controller/Treasurer-Tax Collection and Assessor-Recorder for property tax collection purposes.

B. On November 24, 2020, the County and the Contractor entered into the First Amendment to the Agreement to allow for modernization to the specific types of connections allowed to the mainframe that hosts the PMIS; as the Agreement originally specified T1 Connections, however those connections used outdated and difficult to replace technologies.

C. On July 30, 2021 the Contractor changed its name from "Perspecta State & Local, Inc." to "Peraton State & Local, Inc."

D. On August 9, 2022, the County and the Contractor entered into the Second Amendment to Agreement to document the name change, increase unit rate costs to items in Attachment B of the Agreement effective March 1, 2023, add rates previously omitted from the Agreement, delete annual compensation limits and compile the compensation into a total lump sum for the Agreement, and adjust the Agreement to an initial four-year term with one possible optional one-year renewal, all due to anticipated project delays related to the transition of the mainframe system to the County-hosted system.

E. The County and the Contractor now desire to further amend the Agreement to increase the maximum compensation, which is necessary to address higher-than-anticipated usage due to continued project delays relating to the transition of the mainframe system to the County-hosted system.

The parties therefore agree as follows:

1 1. Section 5. COMPENSATION/INVOICING of the Agreement, located on page 18, lines 7  
2 through 11, as previously amended, 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 exceed three million five  
5 hundred fifty thousand dollars (\$3,550,000). It is understood that all expenses  
6 required for Contractor's performance of services under this Agreement, other  
7 than those described in Attachment B, shall be borne by Contractor."

8 2. Section 20. ENTIRE AGREEMENT located on page 26, as previously amended, is  
9 deleted and replaced with the following:

10 "This Agreement constitutes the entire Agreement between the Contractor and  
11 the County with respect to the subject matter hereof and supersedes all previous  
12 Agreement negotiations, proposals, commitments, writings, advertisements,  
13 publications, and understandings of any nature whatsoever unless expressly  
14 included in this Agreement. In the event of any inconsistency in interpreting the  
15 documents which constitute this Agreement, the inconsistency shall be resolved  
16 by giving precedence in the following order of priority: (1) the text of this  
17 Amendment No. 3; (2) Second Amendment to Service Agreement; (3) First  
18 Amendment to Service Agreement; (4) the Agreement excluding Exhibits A  
19 through B; and (5) Exhibits A through B."

20 3. When both parties have signed this Amendment No. 3, the Second Amendment to  
21 Service Agreement, the First Amendment to the Service Agreement, the Agreement, and this  
22 Amendment No. 3 together constitute the Agreement.

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

- 24 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
25 under this Amendment No. 3.
- 26 b. The individual signing this Amendment No. 3 on behalf of the Contractor is duly  
27 authorized to do so and his or her signature on this Amendment No. 3 legally binds  
28 the Contractor to the terms of this Amendment No. 3.

5. This Amendment No. 3 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 3.

6. The Agreement, as previously amended and, as amended by this Amendment No. 3 is ratified and continued. All provisions of the Agreement, as previously amended, and not amended by this Amendment No. 3 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 3 on the date stated in the introductory  
2 clause.

3 PERATON STATE & LOCAL, INC.

COUNTY OF FRESNO

4  
5 

6 Max Pinna, Contracts Manager

7 15231 Avenue of Science  
8 San Diego, CA 92128



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

10  
11 By:   
Deputy

12 For accounting use only:

13 Org No.: 8905  
14 Account No.: 7311  
15 Fund No.: 1020  
16 Subclass No.: 10000  
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