

AMENDMENT NO. 5 TO SERVICE AGREEMENT

This Amendment No. 5 to Service Agreement ("Amendment No. 5") is dated December 9, 2025 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 the original Agreement, which is County Agreement No. A-20-074, for mainframe hosting services for County's Property Management Information System (PMIS) used by the Auditor-Controller/Treasurer-Tax Collector and Assessor-Recorder primarily for property tax assessment, apportionment, and collection purposes ("Agreement").

B. On November 24, 2020, the County and the Contractor entered into the First Amendment to Agreement to allow for modernization to the specific types of Network communication connections allowed to the mainframe that hosts the PMIS (Amendment No. 1).

C. On August 9, 2022, the County and the Contractor entered into the Second Amendment to Service Agreement ("Amendment No. 2") to document the Contractor's name change from "Perspecta State & Local, Inc." to "Peraton State & Local, Inc.", 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 change the term of the Agreement from three-years to an initial four-year term with one optional one-year renewal, due to anticipated project delays related to the transition of the mainframe system to the County-hosted system.

D. On February 20, 2024, the County and the Contractor entered into Amendment No. 3 to Service Agreement ("Amendment No. 3") to increase the maximum compensation to address increased costs associated with the rate changes in Amendment No. 2 and higher-than-anticipated usage due to continued project delays relating to the transition of the mainframe system to the County-hosted system.

E. On February 25, 2025, the County and the Contractor entered into Amendment No. 4 to Service Agreement ("Amendment No. 4") to extend the term for an additional one-year period

1 and increase the total compensation to allow for continued mainframe hosting services with the
2 Contractor while the County transitions to another mainframe hosting platform.

3 F. The County and the Contractor desire to enter into this Amendment No. 5 for the
4 purpose of adding Transition Services to facilitate the County's transition to a replacement
5 mainframe hosting platform.

6 The parties therefore agree as follows:

7 1. The Transition Services commenced on September 15, 2025 (the "Transition Date") and
8 shall continue through February 26, 2026. The Parties agree that such Transition Services shall
9 be billed retroactively as of the Transition Date.

10 2. The Agreement is amended to include Exhibit C, entitled "Additional Obligations of the
11 Contractor," which is attached and incorporated by this reference.

12 3. When both parties have signed this Amendment No. 5, the Agreement, the Amendment
13 No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and this Amendment No. 5
14 together constitute the Agreement.

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

16 a. The Contractor is duly authorized and empowered to sign and perform its obligations
17 under this Amendment No. 5.

18 b. The individual signing this Amendment No. 5 on behalf of the Contractor is fully
19 authorized to do so and his or her signature on this Amendment No. 5 legally binds
20 the Contactor to the terms of this Amendment No. 5.

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

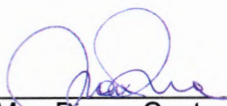
23 6. The Agreement as previously amended and as amended by the Amendment No. 5 is
24 ratified and continued. All provisions of the Agreement as previously amended and not
25 amended by this Amendment No. 5 remain in full force and effect.

26 [SIGNATURE PAGE FOLLOWS]
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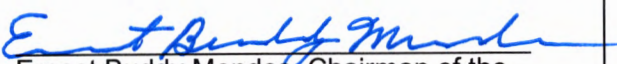
1 The parties are signing this Amendment No. 5 on the date stated in the introductory
2 clause.

3 PERATON STATE & LOCAL, INC

COUNTY OF FRESNO

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5 
6 Max Pinna, Contracts Negotiation, Senior
Advisor

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


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

10 By: 
11 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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Exhibit C

Additional Obligations of the Contractor

I. **TRANSITION SERVICES:** For purposes of this Agreement “DXC” shall mean DXC Technology, the County’s current mainframe services provider, and “DXC Tulsa Data Center” shall mean the data center facility of DXC that hosts the County’s data. Transition Services shall consist of the activities in support of the County’s transition from DXC Tulsa Data Center, to the County’s designated provider, Blue Hill Data Services (“Blue Hill”) and its Blue Hill Data Center.

The Contractor shall perform Transition Services on a fee calculation method based upon actual hours worked and materials used, and shall be invoiced monthly to the County in accordance with the Contractor Staff Rates set forth in Attachment B of Agreement No. 25-072 (Cost Proposal, 2025–2026). Each monthly invoice shall include detailed labor records, reported to the nearest tenth of an hour, for all hours expended in the performance of Transition Services.

These Transition Services consist of the following:

- Coordinate with DXC, to facilitate the extraction and transfer of all the County's existing definitions, schedules, libraries, rules, and dataset lists from the current information processing center to Blue Hill, according to the County and Blue Hill transition timeline, which the County will provide to the Contractor.
- Provide details of mainframe environment hosted at DXC Tulsa Data Center to County related to definitions, schedules, libraries, rules and dataset lists, to support Blue Hill setup of the Logical Partition (LPAR) for County use.
- Act as an intermediary between the County and Blue Hill, on one hand, and DXC on the other, to facilitate communication between both sides and monitor requests from both sides to confirm the County, Blue Hill, and DXC are in compliance with security, data privacy, and confidentiality requirements as stated in the Agreement.
- Provide feedback, in the form of tasks, predecessor and successor activities, planned duration and completion dates, to the County and Blue Hill in accordance with the transition timeline.
- Execute activities and tasks assigned to the Contractor or DXC in accordance with the County and Blue Hill's transition timeline.
- Promptly escalate to the Director of Information Technology Services/Chief Information Officer, Auditor Controller-Tax Collector, and Assessor-Recorder in writing, any risks to the transition timeline and overall project success.
- Subsequent to technical cutover, which is the process of moving from an old system to a new system, and data migration from DXC Tulsa Data Center to Blue Hill Data Center, and not later than February 26, 2026, confirm that all County definitions schedules, libraries, rules, and dataset lists are erased, removed, or otherwise deleted from the DXC Tulsa Data Center.
- In accordance with the County and Blue Hill's transition timeline, perform the following account shutdown tasks:

- Submit written requests to the telecommunications provider for the cancellation of network circuit and telephone line;
- Cancel support services and equipment purchase orders related to the network equipment maintenance;
- Instruct the DXC Service Desk and DXC Disaster Recovery site to terminate support services;
- Delete the County, Blue Hill and the Contractor credentials (ACF2) upon the County's written confirmation of complete transition.