

1 **AMENDMENT NO. 4 TO SERVICE AGREEMENT**

2 This Amendment No. 4 to Service Agreement (“Amendment No. 4”) is dated  
3 \_\_\_\_\_ and is between Peraton State & Local, Inc., an Illinois corporation  
4 (“Contractor”), and the County of Fresno, a political subdivision of the State of California  
5 (“County”).

6 **Recitals**

7 A. On February 25, 2020, the County and the Contractor entered into the original  
8 Agreement, which is County Agreement No. A-20-074 (“Agreement”), for mainframe hosting  
9 services for the County’s Property Management Information System (PMIS) used by the  
10 Auditor-Controller/Treasurer-Tax Collector and Assessor-Recorder primarily for assessment,  
11 apportionment, and property tax collection purposes.

12 B. On November 24, 2020, the County and the Contractor entered into the First  
13 Amendment to Agreement to allow for modernization to the specific types of connections  
14 allowed to the mainframe that hosts the PMIS (“First Amendment”).

15 C. On August 9, 2022, the County and the Contractor entered into the Second Amendment  
16 to Service Agreement (“Amendment No. 2”) to document the Contractor’s name change from  
17 “Perspecta State & Local, Inc.” to “Peraton State & Local, Inc.”, increase unit rate costs to items  
18 in Attachment B of the Agreement effective March 1, 2023, add rates previously omitted from  
19 the Agreement, delete annual compensation limits and compile the compensation into a total  
20 lump sum for the Agreement, and adjust the Agreement to an initial four-year term with one  
21 possible optional one year renewal, all due to anticipated project delays related to the transition  
22 of the mainframe system to the County-hosted system.

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

1 E. The County and the Contractor now desire to enter into a Fourth Amendment to the  
2 Agreement to extend the term for an additional one-year period and increase the total  
3 compensation to allow for continued hosting services with the Contractor while the County  
4 transitions to another mainframe hosting platform.

5 The parties therefore agree as follows:

6 1. Section 3. TERM of the Agreement is deleted in its entirety and replaced with the  
7 following:

8 3. TERM

9 A. **Term.** This Agreement is effective on February 27, 2020 and terminates on  
10 February 26, 2025, except as provided in section 3.B., "Extension," or section 4,  
11 "Termination," below.

12 B. **Extension.** The term of this Agreement may be extended for no more than  
13 one, one-year period from February 27, 2025 through February 26, 2026 only  
14 upon written approval of both parties. The Director of Internal Services/Chief  
15 Information Officer or other authorized County staff member acting in the same  
16 capacity, or his or her designee is authorized to sign the written approval on  
17 behalf of the County based on the Contractor's satisfactory performance. The  
18 extension of this Agreement by the County is not a waiver or compromise of any  
19 default or breach of this Agreement by the Contractor existing at the time of the  
20 extension whether or not known to the County."

21 2. Section 5. COMPENSATION/INVOICING of the Agreement, is deleted in its entirety and  
22 replaced with the following:

23 "5. **Compensation, Invoices, and Payments**

24 A. The County agrees to pay, and the Contractor agrees to receive,  
25 compensation for the performance of its services under this Agreement as  
26 described in Attachment B to this Agreement, titled, "Compensation."

27 B. **Maximum Compensation.** The maximum compensation payable to the  
28 Contractor under this Agreement is \$4,550,000. The Contractor

1 acknowledges that the County is a local government entity, and does so with  
2 notice that the County's powers are limited by the California Constitution and  
3 by State law, and with notice that the Contractor may receive compensation  
4 under this Agreement only for services performed according to the terms of  
5 this Agreement and while this Agreement is in effect, and subject to the  
6 maximum amount payable under this section. The Contractor further  
7 acknowledges that County employees have no authority to pay the  
8 Contractor except as expressly provided in this Agreement.

9 C. **Invoices.** The Contractor shall submit monthly invoices to the County of  
10 Fresno, Internal Services Department, Business Office, 333 W. Pontiac Way,  
11 Clovis, CA 93612, [ISDBusinessOffice@fresnocountyca.gov](mailto:ISDBusinessOffice@fresnocountyca.gov). The Contractor  
12 shall submit each invoice within 60 days after the month in which the  
13 Contractor performs services and in any case within 60 days after the end of  
14 the term or termination of this Agreement.

15 D. **Payment.** The County shall pay each correctly completed and timely  
16 submitted invoice within 45 days after receipt. The County shall remit any  
17 payment to the Contractor's address specified in the invoice.

18 E. **Incidental Expenses.** The Contractor is solely responsible for all of its costs  
19 and expenses that are not specified as payable by the County under this  
20 Agreement.”

21 3. Attachment B, located on page 30 of the Agreement, and as previously amended on  
22 page 2, line 7 through page 3, line 3 of the First Amendment, and pages 5 through 6 of  
23 Amendment No. 2, is amended to add rates for 2025 and 2026, attached and incorporated by  
24 this reference.

25 4. Section 20. ENTIRE AGREEMENT, located on page 26, lines 14 through 17 of the  
26 Agreement, and as previously amended on page 2, lines 10 through 19 of Amendment No. 3, is  
27 deleted in its entirety and replace with the following:  
28

1 "20. ENTIRE AGREEMENT: This Agreement, including its exhibits, is the entire  
2 agreement between the Contractor and the County with respect to the subject matter of this  
3 Agreement, and it supersedes all previous negotiations, proposals, commitments, writings,  
4 advertisements, publications, and understandings of any nature unless those things are  
5 expressly included in this Agreement. If there is any inconsistency between the terms of this  
6 Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be  
7 resolved by giving precedence in the following order of priority: (1) the text of this  
8 Amendment No. 4, (2) Amendment No. 3, (3) Amendment No. 2, (4) the First Amendment,  
9 (5) the Agreement excluding Exhibit A and Attachment B, and (6) Exhibit A and Attachment  
10 B."

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

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

- 15 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
16 under this Amendment No. 4.
- 17 b. The individual signing this Amendment No. 4 on behalf of the Contractor is duly  
18 authorized to do so and his or her signature on this Amendment No. 4 legally binds  
19 the Contractor to the terms of this Amendment No. 4.

20 7. This Amendment No. 4 may be signed in counterparts, each of which is an original, and  
21 all of which together constitute this Amendment No. 4.

22 8. The Agreement as previously amended and as amended by this Amendment No. 4 is  
23 ratified and continued. All provisions of the Agreement as previously amended and not  
24 amended by this Amendment No. 4 remain in full force and effect.

25 [SIGNATURE PAGE FOLLOWS]  
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1 The parties are signing this Amendment No. 4 on the date stated in the introductory  
2 clause.

3 PERATON STATE & LOCAL, INC.

COUNTY OF FRESNO

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6 \_\_\_\_\_  
Max Pinna, Contracts Manager

\_\_\_\_\_ Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

7 15231 Avenue of Science  
8 San Diego, CA 92128

**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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**Attachment B  
Cost Proposal (2025 – 2026)**

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<b>Property Tax – Unit Driven Items</b>	<b>Price Per Month Through 2/28/2025</b>	<b>Price Per Month From: 3/01/2025 To: 2/28/2026</b>
Mainframe Disk Storage (DASD) per GB	\$0.300	\$0.320
CPU Minutes Prime per CPU minute	\$0.920	\$0.970
CPU Minutes Non-Prime per CPU minute	\$0.770	\$0.810
Mainframe Taper Storage Per GB	\$0.080	\$0.090
CISC Region – Per Region	\$485.00	\$510.00
Excess MIPS Usage Recovery per MIPS (over 35 MIPS)	N/A	\$245.00

<b>Property Tax – Fixed Price Items</b>	<b>Price Per Month Through 2/28/2025</b>	<b>Price Per Month From: 3/01/2025 To: 2/28/2026</b>
Telecom (T1, or equal or higher bandwidth circuit; Routers (2), Firewall)	\$7,250.00	\$7,615.00
Telecom Additional T1, or equal or higher bandwidth circuit	\$2,250.00	\$2,365.00
Operations Support – Property Tax	\$7,020.00	\$7,375.00
Software Licenses and Maintenance	\$16,410.00	\$17,230.00
LAN to Host - Limit 2M rec	\$960.00	\$1,010.00
Disaster Recovery	\$2,420.00	\$2,540.00

**Attachment B  
Cost Proposal (2025 – 2026)**

<b>Property Tax – Fixed Price Items</b>	<b>Price Per Month Through 2/28/2025</b>	<b>Price Per Month From: 3/01/2025 To: 2/28/2026</b>
Customer Service Representative	\$5,410.00	\$5,680.00

<b>Property Tax – Optional Items</b>	<b>One-time Price for DR Drill Participation</b>
Annual Disaster Recovery Exercise Fee	\$8,000.00

<b>Contractor Staff Rates</b>			
<b>Job Title</b>	<b>Job Function</b>	<b>Hourly Rate Through 2/28/2025</b>	<b>Hourly Rate From:3/1/2025 To: 2/28/2026</b>
Mainframe Automation Engineer	Automation	\$181.00	\$190.00
Mainframe Capacity Planner	Capacity Planning	\$181.00	\$190.00
Mainframe Application Support Engineer	Application Support	\$181.00	\$190.00
Mainframe Hardware Planning Engineer	Hardware Planning	\$181.00	\$190.00
Mainframe Interactive Support Engineer	Interactive (CICS / WAS, DB2, IMS / MQ, Specialty DBMS)	\$181.00	\$190.00
Mainframe Operating Systems Engineer	z/OS (MVS) Systems Programmer	\$181.00	\$190.00
Mainframe Storage Engineer	Storage Management (DASD/TAPE)	\$138.00	\$145.00
Mainframe Network Engineer	z/OS COMM server (VTAM/TCPIP)	\$181.00	\$190.00
Mainframe Operations Analyst	Operations Batch Support	\$115.00	\$120.00
Mainframe Security Administrator	Security ACF2	\$138.00	\$145.00
Applications Programmer/ Analyst	Applications Programmer / Analyst	\$145.00	\$155.00

**Attachment B  
Cost Proposal (2025 – 2026)**

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<b>Contractor Staff Rates</b>			
Database Administrator	Database Administrator	\$150.00	\$160.00
Enterprise Architect	Enterprise Architect	\$171.00	\$180.00
Information Security / Privacy Analyst	Information Security / Privacy Analyst	\$150.00	\$160.00
Network Engineer	Network Engineer	\$156.00	\$165.00
Project Manager (tech)	Project Manager	\$156.00	\$165.00
Solutions Architect	Solutions Architect	\$171.00	\$180.00
Systems Administrator	Systems Administrator	\$145.00	\$155.00