



AMENDMENT #2 TO  
AMENDED AND RESTATED  
IT SERVICES TYPE 2 WORK ORDER #CY9-011  
ORANGE COUNTY SHERIFF DEPARTMENT STORAGE ENGINEER STAFF  
SUPPORT

**IT SERVICES TYPE 2 WORK ORDER #CY9-011**

This Amendment #2 to Type 2 Work Order #CY9-011 ("**Amendment #2**") amends Work Order #CY9-011, with an original Effective Date of July 25, 2023, by replacing, amending and restating in its entirety Work Order #CY9-011 with the following amended and restated IT Services Type 2 Work Order #CY9-011 for the purposes of extending the Work Order #CY9-011 end date from April 5, 2024, to June 30, 2025 and increasing authorized funding for the Services from \$142,000 to \$499,536.

This IT Services Type 2 Work Order #CY9-011 ("**Work Order**") is an attachment and addition to the IT Services Agreement dated as of the Effective Date (hereinafter "**Agreement**") entered into by and between County of Orange ("**County**") and Science Applications International Corporation ("**Vendor**") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Other Services Work Order, the terms of the Agreement shall prevail and nothing in this Other Services Work Order shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Requirements, Schedules, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the change control process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this IT Services Type 2 Work Order #CY9-011.

**1. WORK ORDER NUMBER**

CY9-011

**2. EFFECTIVE DATE**

This Work Order is effective upon the date it is fully executed by authorized representatives of both Parties.

**3. PROJECT NAME**Orange County Sheriff Department ("**OCSD**") Storage Engineer Staff Support**4. PROJECT SUMMARY**

The County hereby requests that Vendor provide staff augmentation Services, by way of one (1) full-time Senior Storage Management Engineer, to assist OCSD with supporting OCSD's IT storage environment.

**5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED**

OCSD requires one dedicated full-time staff to provide staffing support for OCSD's IT storage environment.

**6. WORK ORDER TYPE**

Other Services only Work Order (for Work Orders that do not include base Services elements)

- Other Services and base Services combination Work Order (for Work Orders that include both Other Services and base Services elements)

As to Other Services and base services combination Work Orders, provide a description of each of the Other Services and base Services components of this Work Order:

N/A

#### 6.1. Staffing Resource Order

- Staffing Resource Order Services. Notwithstanding any other provision of the Agreement, County agrees that overtime, as required by applicable law, will be paid by County for Vendor Personnel performing staff augmentation Services, only upon prior written approval by County to Vendor for overtime eligible Services to be performed by Vendor Personnel.

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
Storage Management Engineer, Senior	Erik Johnson	erik.johnson@saic.ocgov.com	Storage management support as described in Section 9.2.2.	OCSD

#### 7. COUNTY SPONSOR, ORIGINATING SERVICE REQUEST, AND COUNTY BUDGET INFO

County Sponsor	Dorian Baxter, Technology Services Manager, Sr.
Service Request Number	REQ0092428
County Budget Info	SH01B

#### 8. VENDOR ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Storage Management Engineer, Senior	Erik Johnson	erik.johnson@saic.ocgov.com	Storage management support

#### 9. PROJECT SCHEDULE & SERVICES

##### 9.1. Schedule

No.	Services	Start Date	End Date	Estimated Duration
1.	Provide Storage Management Engineer staff support	10/3/2023	6/30/2025	1 year and 11 months

##### 9.2. Services

The Vendor will, on an hourly time and materials (“T&M”) basis:

Provide staff augmentation Services by way of one (1) full-time Storage Management Engineer, Senior to support OCSD’s IT storage environment as described below. The County agrees that (1) it is responsible for providing daily direction to such Vendor Personnel as to what Services the County wishes such Vendor

Personnel to perform; and (2) there may be instances where Vendor cannot provide such Vendor Personnel for reasons outside of the reasonable control of Vendor, including but not limited to illness, vacation, absences required by law and normal employee turnover.

The one (1) full-time Storage Management Engineer, Senior will perform, but not be limited to, the following staff augmentation Services:

1. Design, deploy and maintain server and storage infrastructure; troubleshoot server and storage issues; and provide support to end users.
2. Provide storage and data protection services, and technical assistance and consultation in support of OCSD projects.
3. Provide engineering inputs to the design, planning and implementation of storage and data protection solutions (i.e., shared and/or dedicated storage, tiered storage, platforms, iSCSI/FC transports, supporting infrastructure, encryption, replication, security, and scheduling) to meet OCSD's storage and data protection requirements.
4. Perform daily system monitoring of OCSD storage environments to verify availability and performance of such environments against the requirements of OCSD's workloads.
5. Utilizing existing OEM support contracts and processes, support and address hardware failures, (e.g., disk, smart cache, power supply, etc.) on the applicable [REDACTED] and [REDACTED] storage arrays.
6. As to backups for production and non-production environments, on a daily or as needed basis, ensure all required file systems and system data are successfully backed up to appropriate media, recovery tapes, disk, or cloud targets. Ensure physical tape Linear Tape-Open ("LTO") media are recycled and sent off site as necessary.
7. Plan, schedule, monitor, and troubleshoot [REDACTED] job schedules to meet OCSD's recovery time and recovery point objective requirements.
8. Check that all storage and data protection services hardware and software components are under active support contracts.
9. Ensure original equipment manufacturer support accounts are created, activated, and authorized with primary support vendors such as [REDACTED], [REDACTED], [REDACTED], etc.,.
10. As part of the OCSD's server and storage support team, apply security, hot patches, and upgrades on a regular basis to all storage arrays and devices. Upgrade administrative tools and utilities to current revisions, including but not limited to:
  - a. [REDACTED] software revisions
  - b. [REDACTED] and [REDACTED] and firmware levels
  - c. Microsoft Windows Security and O/S updates for supporting [REDACTED] infrastructure
11. Perform periodic storage environment performance reporting to support capacity planning.
12. Assist in the development of storage environment support process technical documentation.
13. Assist in the development and maintenance of [REDACTED] scripts for process automation, reporting, and job scheduling.
14. As part of the OCSD server and storage support team, as requested, physically install and/or upgrade systems in the OCSD data center. This would include racking servers, appliances, cable management, and labeling.
15. Work with other members of the OCSD IT team to ensure the smooth operation of the storage server and infrastructure.
16. Provide technical leadership to OCSD junior server and storage engineers.

- 17. Stay up to date on the latest server and storage technologies.
- 18. Any other activities, reasonably related to the foregoing, as assigned by OCSD.

**9.3. Training**

N/A

**9.4. Software**

N/A

**9.5. Equipment and Other Assets**

N/A

**9.6. Risks and Risk Mitigation**

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	N/A	N/A	N/A	N/A	N/A

**10. PRICING SUMS**

PRICING SUMS	
Maximum Project Fees	\$499,536
Key Milestone Fees	N/A

**11. ACCEPTANCE**

**11.1. Acceptance Criteria**

The Acceptance Criteria shall be as described in Section 14 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

**11.2. Acceptance Testing**

Unless explicitly provided in this Work Order, the Acceptance Tests shall be as described in this Work Order and as otherwise defined in the Agreement.

**11.3. Final Acceptance**

Final Acceptance by the County shall be as defined in Section 8.3 of the Agreement.

**11.4. Final Acceptance Sign-Off Procedure**

N/A

**12. PROJECT REPORTS**

Provide the following Reports:

- Weekly Project status reports

- The Project status report shall include, but not be limited to, the following details for the Staffing Resource:
  - Hourly Rate
  - Number of Hours
- Project kickoff event summary report
- Project close-out cost and key learning report
- As needed written reports as may be reasonably requested by County to monitor the status of the Services under this Work Order
- Other (provide description):  
None.

### 13. ADDITIONAL REQUIREMENTS

This Work Order is premised on the following assumptions. A change in or a failure to satisfy an assumption may require an increase in the Work Order price, a modification to the schedule and/or a change to the Services:

- Vendor's ability to provide the staff augmentation Services herein is contingent upon Vendor Personnel identified in Section 8 herein, successfully passing County and the OCSD administered background investigations.

County shall have the opportunity to participate with Supplier in selecting a Storage Management Engineer, Senior, including candidate interviews. County shall provide prior Approval of the Storage Management Engineer, Senior to be assigned to perform the Services of this Work Order. Supplier is not obligated to commence the Services of this Work Order until County provides such Approval.

[Remainder of page intentionally left blank]

**14. DELIVERABLES**

DELIVERABLES			
No.	Deliverable Name	Deliverable Date	Acceptance Criteria
1.	Provision of one (1) full-time Storage Management Engineer, Senior staff support	N/A	▪ Provision of Services

**15. MILESTONES**

MILESTONES									
No.	Milestone Name	Key Milestone? (Y/N)	Milestone Date	Included Deliverables	Key Milestone Allocation (Percentage)*	Key Milestone Allocation (Dollars)	Holdback Amount	Key Milestone Scheduled Duration (Months)	Monthly Key Milestone Payment
1.	Provide one (1) Storage Management Engineer, Senior staff support	N/A	N/A	▪ Deliverable 1	N/A	N/A	N/A	23	N/A

\* As this is a T&M staff augmentation Work Order the Parties agree that, notwithstanding any other provision of this Work Order and the Agreement, there are no Milestones and no Key Milestones and Vendor shall only be paid each month for the invoiced actual hour(s) of staff augmentation Services performed by Vendor Personnel billed pursuant to the Option 2 – Time and Materials provisions of Section 16.1 of this Work Order. It is also agreed that notwithstanding any other provisions of the Agreement and consistent with Section 7.4 of the Agreement, including Section 4.1 of Schedule 4, the provision of such hourly Services is the Deliverable, which is not subject to Fee Reductions, Acceptance Criteria and Final Acceptance. However, the Agreement requires that such hourly Services shall be performed pursuant to Section 21.1.2 (Service Delivery) of the Agreement.

**16. KEY MILESTONES PAYMENTS TABLE**

N/A

**17. INVOICING**

**17.1. Fees**

**[Option 1 – Fixed Fee]**

The total Fees to be paid by County to Vendor for the Deliverables and other Services to be provided by Vendor pursuant to this Work Order shall be \$\_\_\_\_\_ (the “Fixed Fee Fees”). For the avoidance of doubt, Vendor agrees that this is a Fixed Fee arrangement in which Vendor, subject to the other limitations in this Work Order and the Agreement, will provide all services necessary to provide the Services described in this Work Order for the Fixed Fee specified herein, regardless of the actual number of hours required or actually worked by Vendor to provide such Services.

Vendor shall specify the percentage and dollar allocations of the Fixed Fee Fees and estimated hours for each Milestone.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.					
<b>Est. Total Labor</b>					
<b>Fixed Fee Fees</b>					

**Option 2 – Time and Materials**

County will be billed on an hourly basis pursuant to the rates and Approved pricing set forth in Appendix 3.1 to Schedule 3 based upon the actual hours worked by Vendor Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Vendor estimates that the Fees for all Time and Materials to complete the Services under this Work Order are **\$499,536**. The foregoing represents Vendor’s best, good faith estimate of the Fees required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Vendor will provide written notice to County and obtain County’s written approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Vendor for work rendered in excess of the above estimate prior to the County’s written approval of additional Fees in excess of Vendor’s estimate, or (2) in excess of the Maximum Project Fees.

Vendor shall specify the percentage and dollar allocations for the Time and Materials estimate and estimated hours for each Milestone by role. Vendor’s hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
<b>Milestone 1 – Provide one (1) Storage Management Engineer staff support</b>							
1.	Storage Management Engineer (CY10)	Senior	Onsite (Customer)	\$142	1,464	N/A	\$207,888.00
2.	Storage Management Engineer (CY10) (OT)	Senior	Onsite (Customer)	\$213	0	N/A	\$0.00



No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
3.	Storage Management Engineer (CY11)	Senior	Onsite (Customer)	\$147	1,984	N/A	\$291,648.00
4.	Storage Management Engineer (CY11) (OT)	Senior	Onsite (Customer)	\$220.50	0	N/A	\$0.00
<b>Milestone 1 Totals</b>					<b>3,448</b>	<b>N/A</b>	<b>\$499,536.00</b>
<b>Est. Total Labor</b>					<b>3,448</b>	<b>N/A</b>	<b>\$499,536.00</b>
<b>Fixed Fee Fees</b>					<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

**[Option 3 – Pass Through Plus Mark-Up]**

County will be billed on a pass through plus Mark-Up basis, pursuant to Section 3.1.7. of Schedule 3, for third party goods and services acquired on behalf of County by Vendor. Vendor estimates that the Fees for all pass through plus mark-up Deliverables are collectively \$\_\_\_\_\_. The foregoing represents Vendor's best, good faith estimate of the Fees required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Vendor will provide written notice to County and obtain County's Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts invoiced by Vendor for work rendered in excess of the above estimate prior to the County's Approval of additional Fees in excess of Vendor's estimate.

Vendor shall specify the percentage and dollar allocations for the pass through plus mark-up Fees by line item as provided in the sample below. Vendor's hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.					
<b>Total Pass Through Plus Mark-Up Fees</b>					

**17.2. Invoices**

Invoices will be sent to County in accordance with the invoicing Requirements described in Section 11.3 of the Agreement.

**17.3. Pass Through Expenses**

No.	Line Item	Pass Through Expenses
1.		
<b>Total Pass Through Expenses Fees</b>		

**18. ATTACHMENTS**

N/A

**19. CHANGES**

No changes to a Type 1 Work Order shall be effective without prior County Approval. Any change in price to a Type 1 Work Order that increases the price of a Type 1 Work Order to an amount greater than the then current County Contract Policy Manual §3.3-102(1)(a) will require written approval from the County's Board.

No changes to a Type 2 Work Order shall be effective without prior County Approval. Any increase in price to a Type 2 Work Order will require written approval from the County's Board.

**20. VENDOR PERSONNEL COSTS**

Pursuant to Schedule 3, there shall be no Fees to County under this Work Order for any entertainment, vacation, sick time, holidays, paid time off, or other similar costs or expenses in connection with the Vendor Personnel.

**21. TERMINATION**

Pursuant to Section 14.2 (Termination by the County for Convenience) of the Agreement, County may terminate this Work Order for convenience upon providing Vendor with three (3) Business Days prior written notice. Upon any such termination of this Work Order, County's sole liability shall be the payment of any undisputed Fees incurred through the effective date of termination. For the avoidance of doubt, there shall be no termination fee for County's termination of this Work Order pursuant to Section 14.2 (Termination by the County for Convenience) of the Agreement.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Amendment #2 to the Work Order to be duly executed and effective as of the date above.

**Science Applications International Corporation**

**County of Orange**

Signature: 

Signature: \_\_\_\_\_

Authorized Representative

Authorized Representative

Name: Vincent R. Magaña

Name: KC Roestenberg

Title: Contracts, Senior Principal

Title: County Chief Information Officer

Date: January 10, 2024

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**COUNTY COUNSEL**



David Obrand, Deputy County Counsel