



AMENDMENT #2 TO
AMENDED AND RESTATED
TYPE 2 WORK ORDER NCY4-016
ORANGE COUNTY SHERIFF DEPARTMENT (“OCSD”) SECURITY STAFF
SUPPORT

TYPE 2 WORK ORDER NCY4-016

This Amendment #2 to Type 2 Work Order #NCY4-016 ("**Amendment #2**") amends Work Order #NCY4-016, with an original Effective Date of July 25, 2023, by replacing, amending and restating in its entirety Work Order #NCY4-016 with the following amended and restated Type 2 Work Order #NCY4-016 for the purposes of extending the period of performance from March 8, 2024, to June 30, 2025, and increasing authorized funding for such Services from \$144,832 to \$526,600.

This Type 2 Work Order NCY4-016 ("**Work Order**") is an attachment and addition to the Managed Services Network, Voice, and Security Agreement dated as of the Reference Date (hereinafter "**Agreement**") entered into by and between County of Orange ("**County**") and Science Applications International Corporation (SAIC) ("**Supplier**") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Work Order, the terms of the Agreement shall prevail and nothing in this Work Order shall modify or amend any provisions of the Agreement (including all components such as Functional Service Areas, Service Level Requirements, Exhibits, 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 Type 2 Work Order NCY4-016.

1. WORK ORDER NUMBER

NCY4-012

2. EFFECTIVE DATE

This Work Order is effective July 25, 2023, once it is fully executed by authorized representatives of both Parties.

3. PROJECT NAMEOrange County Sheriff Department ("**OCSD**") Security Staff Support**4. PROJECT SUMMARY**

The County hereby requests that the Supplier assist OCSD by providing one (1) full time Senior Cyber Security/Threat Analyst to support a variety of Information Technology security related efforts.

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

The Services provided by the (1) full time Senior Cyber Security/Threat Analyst would assist OCSD to ensure OCSD's cybersecurity execution is performed consistently and as planned.

6. CRITICAL SUCCESS FACTORS

6.1. Strong Project Management

Supplier shall manage the Services provided under this Work Order to the project schedule described in Section 10 (Project Schedule), below, and to the results to be achieved by the Services described herein by managing issues, risks, dependencies, and resources in a manner to achieve the project schedule and the results.

6.2. Open Communication and Governance Structure Clearly Defined

Good and open communication must be established early. Governance, the structure of recurring meetings, and the members of recurring meetings must be defined early. Meeting schedules must also be established for the length of the project.

6.3. Executive Leadership Involvement

It is imperative that executive leadership from Supplier and the County be involved in the project governance and meet at regular intervals to discuss the project’s progress and reach agreement on any key decisions that have been escalated to their level.

7. WORK ORDER TYPE

- NRI only Work Order (for Work Orders that do not include BAU elements)
- NRI and BAU combination Work Order (for Work Orders that include both NRI and BAU elements)

As to NRI and BAU combination Work Orders, provide a description of each of the NRI and BAU components of this Work Order:

N/A

7.1. Targeted Resource Order

- Targeted Resource Order Services

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
Cyber Security/ Threat Analyst, Sr.	Ben Yau	ben.yau@saic.ocgov.com	Cyber Security/ Threat Analysis Support	OCSD

8. COUNTY SPONSOR, ORIGINATING SERVICE REQUEST, AND COUNTY BUDGET INFO

County Sponsor	Dorian Baxter, Technology Services Manager, Sr.
Service Request Number	REQ0092431
County Budget Info	SH01C

9. SUPPLIER ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Cyber Security/	Ben Yau	ben.yau@saic.ocgov.com	NRI – Cyber Security/

Resource Title	Name	Contact Information	Responsibilities
Threat Analyst, Sr.			Threat Analysis Support

10. PROJECT SCHEDULE

No.	Task	Start Date	End Date	Duration
1.	Provision of Targeted Resource	9/6/2023	6/30/2025	1 year and 10 months

11. PRICING SUMS

PRICING SUMS	
Maximum Project Charges	\$525,600
Key Milestone Charges	N/A
Deliverables At-Risk Amount	N/A

12. SERVICES

12.1. Tasks

Supplier will, on an hourly time and materials (“**T&M**”) basis provide Targeted Resources Services in the form of one (1) full time Senior Cyber Security/Threat Analyst, to provide support to OCSD:

OCSD agrees that (1) it is responsible for providing daily direction to such Supplier Personnel as to what Services OCSD wishes such Supplier Personnel to perform; and (2) that there may be instances where Supplier cannot provide such Supplier Personnel on a full time basis for reasons outside of the reasonable control of the Supplier, including but not limited to illness, vacation, absences required by law and normal employee turnover.

The one (1) full time Senior Cyber Security/Threat Analyst will perform, but not be limited, to the following Services:

- Design, deploy, and maintain the [REDACTED] security infrastructure and stay up to date on the latest [REDACTED] technologies.
- Assist with the Maintenance of various information technology disciplines and experiences including the designing of security architecture for networks, platforms, and applications.
- Provide input into the strategic, tactical, and IT operations plans to help to determine emerging IT security direction, policy, standards, and objectives for countywide and department-specific IT architecture.
- Assist in the development of new sub-policies supporting the Countywide cyber security policy and program, the development of the procedures supporting such new sub-policies, and the development of tools used to support such new procedures.
- Lead departmental audits, such as PCI DSS and cyber security controls, with providing direct support to departmental team members and propose efforts to meet end user business needs.
- Participate in IT projects and recommend security strategies for application design and

deployment.

- Identify IT security requirements and assess the current status of security technologies.
- Troubleshoot security issues and provide support to end users.
- Work with other members of the OCSD IT team to ensure the smooth operation of the security infrastructure and provide technical leadership to OCSD junior security engineers.
- Serve as the liaison between OCSD and County for cybersecurity related matters (e.g., ensure compliance with County policies and adherence to established procedures).
- May be required to participate and provide leadership in an IT emergency event.
- Any other activities reasonably related to the foregoing, as assigned by OCSD.

12.2. Service Level Requirements

N/A

12.3. Training

N/A

12.4. Assets

N/A

12.4.1. Software

N/A

12.4.2. Network Components

N/A

12.4.3. Equipment and Other Assets

N/A

12.4.4. Sunset Activities

<i>No.</i>	<i>Asset Description</i>	<i>Affected Authorized Users</i>	<i>Affected Eligible Customers</i>	<i>Committed Sunset Date</i>	<i>Write-off or Accelerate Depreciation?</i>	<i>Book Value</i>	<i>Annual Cost of Support / Maintenance</i>
1.							

12.5. Risks and Risk Mitigation

<i>No.</i>	<i>Potential Risk</i>	<i>Mitigation Strategy / Contingency Plan</i>	<i>Probability of Risk (%)</i>	<i>Consequence</i>	<i>Amount at Risk</i>
1.					

13. ACCEPTANCE

13.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 16 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

13.2. 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.

13.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 19.4 (Final Acceptance) of the Agreement.

13.4. Final Acceptance Sign-Off Procedure

N/A

14. PROJECT REPORTS

Provide the following Reports as provided in Exhibit A.1 (Integrated Requirements FSA):

- Weekly Project status Reports (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))
 - The status Report shall include, but not be limited to, the following details for the Targeted Resource:
 - Hourly Rate
 - Number of Hours
- Project kickoff event summary Report (Exhibit A.1 (Integrated Requirements FSA) – Table 4 (Project Planning and Project Initiation Responsibilities))
- Project close-out cost and key learning Report (Exhibit A.1 (Integrated Requirements FSA) – Table 6 (Project Close Responsibilities))
- As needed written Reports as may be reasonably requested by County to monitor the status of the Services under this Work Order (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))
- Other (provide description):

None.

15. 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:

- Supplier's ability to provide the Services herein is contingent upon Supplier Personnel identified in Section 9 herein, successfully passing County and OCSD administered background investigations.
- County shall have the opportunity to participate with Supplier in selecting a Senior Cyber Security/Threat Analyst, including candidate interviews. County shall provide prior Approval of the Senior Cyber Security/Threat Analyst 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.

16. DELIVERABLES

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	Provision of Targeted Resource	N	N/A	▪ Provision of Services as described in Section 12	N/A

* The sum of this column should equal one-hundred percent (100%).

17. 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.	Provision of Targeted Resource	N	N/A	▪ Deliverable 1	N/A	N/A	N/A	22	N/A

* The sum of this column should equal one-hundred percent (100%).

18. KEY MILESTONES PAYMENTS TABLE

N/A

19. INVOICING

19.1. Charges

[Option 1 – Fixed Fee]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be \$_____ (the “Fixed Fee Charges”). For the avoidance of doubt, Supplier agrees that this is a Fixed Fee arrangement in which Supplier, 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 Supplier to provide such Services.

Supplier shall specify the percentage and dollar allocations of the Fixed Fee Charges and estimated hours for each Critical Milestone.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.					
		Est. Total Labor			
		Fixed Fee Charges			

[Option 2 – Not to Exceed]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall not exceed \$_____ (the “Not To Exceed Price”), pursuant to the rates or Approved pricing set forth in Exhibit P (Pricing). For the avoidance of doubt, County agrees that this is a Not to Exceed arrangement in which Supplier, subject to the other limitations set forth in this Work Order, will provide the Deliverables and other Services described in this Work Order.

Supplier shall specify the percentage and dollar allocations of the Not To Exceed Charges and estimated hours for each Critical Milestone.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.					
		Est. Total Labor			
		Fixed Fee Charges			

Option 3 – Time and Materials

County will be billed on an hourly basis pursuant to the rates and Approved pricing set forth in Exhibit P (Pricing), including the rates for Professional Services under Exhibit P.4 (Supplier Rate Card), based upon the actual hours worked by Supplier Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Supplier estimates that the Charges for all Time and Materials to complete the Services under this Work Order are **\$525,600**. The foregoing represents Supplier’s best, good faith estimate of the Charges 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, Supplier 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 (1) invoiced by Supplier for work rendered in excess of the above estimate prior to the County’s Approval of additional Charges in excess of Supplier’s estimate, or (2) in excess of the Maximum Project Charges.

Supplier shall specify the percentage and dollar allocations for the Time and Materials estimate and estimated hours for each Critical Milestone by role as provided in the sample below. Supplier’s hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 – Provision of Targeted Resource							
1.	Cyber Security/Threat Analyst	Senior	Onsite (Customer)	\$146	3,600	N/A	\$525,600
2.	Cyber Security/Threat Analyst (OT)	Senior	Onsite (Customer)	\$219	0	N/A	\$0.00
Milestone 1 Totals					3,600		\$525,600
Est. Total Labor					3,600		\$525,600
Fixed Fee Charges					N/A	N/A	N/A

[Option 4 – Pass Through Plus Mark-Up]

County will be billed on a Pass Through Plus Mark-Up basis for third party goods and services acquired on behalf of County by Supplier pursuant to the process described under Section 267 (Pass Through Plus Mark-Up) of Exhibit X (Definitions). Supplier estimates that the Charges for all Pass Through Plus Mark-Up Deliverables and other Services under this Work Order are collectively \$_____. The foregoing represents Supplier’s best, good faith estimate of the Charges 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, Supplier 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 Supplier for work rendered in excess of the above estimate prior to the County’s Approval of additional Charges in excess of Supplier’s estimate.

Supplier shall specify the percentage and dollar allocations for the Pass Through Plus Mark-Up Charges by line item as provided in the sample below. Supplier’s hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.					
Total Pass Through Plus Mark-Up Charges					

19.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Exhibit F (Invoicing Requirements) and Section 21 (Invoices and Payments) of the Agreement.

19.3. Pass Through Expenses

No.	Line Item	Pass Through Expenses
1.		
Total Pass Through Expenses Charges		

20. ATTACHMENTS

N/A

21. CHANGES

No changes to this Work Order shall be effective without prior County Approval by the CIO or his or her designee. Any increase in price to a Type 2 Work Order will require written approval from the County’s Board.

22. SUPPLIER PERSONNEL COSTS

Pursuant to Section 9(D) of Exhibit P (Pricing), there shall be no Charges to County under this Work Order for any travel (except for Approved travel pursuant to Section 9(H) of Exhibit P (Pricing)), entertainment, vacation, sick time, holidays, paid time off, overtime, or other similar costs or expenses in connection with the Supplier Personnel.

23. TERMINATION


Pursuant to Section 25.6 (Termination for Convenience) of the Agreement, County may terminate this Work Order for convenience upon providing Supplier 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 Charges 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 25.6 (Termination 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 Effective Date.

Science Applications International Corporation (SAIC)

County of Orange

Signature: 
Authorized Representative

Signature: _____
Authorized Representative

Name: Vincent R. Magaña

Name: KC Roestenberg

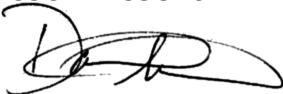
Title: Contracts, Senior Principal

Title: County Chief Information Officer

Date: January 10, 2024

Date: _____

**APPROVED AS TO FORM
COUNTY COUNSEL**



David Obrand, Deputy County Counsel