



TYPE 2 WORK ORDER #NCY1-011

ATOS VOICE DISENTANGLEMENT SUPPORT

TYPE 2 WORK ORDER #NCY1-011

This Type 2 Work Order #NCY1-011 (“**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 Work Order NCY1-011.

1. WORK ORDER NUMBER

NCY1-011

2. EFFECTIVE DATE

This Work Order is effective upon the date it is fully executed by authorized representatives of both Parties. As evidenced by the signatures below, the Effective Date of this Work Order is June ____, 2019.

3. PROJECT NAME

Atos Voice Disentanglement Support

4. PROJECT SUMMARY

The Supplier will assist the County with support of disentanglement of the Atos Governmental IT Outsourcing Services, LLC (“Atos”) voice environment, which is a technical services environment comprised of a collection of systems not contemplated under the Agreement as part of Supplier’s current or future Business as Usual (“BAU”) Services responsibilities. Supplier shall provide such assistance commencing at 12:01 AM (PST) on July 1, 2019, and shall cease providing such Services at 11:59 PM (PST) on September 30, 2019 (“Initial Term”). The County may, in its sole discretion, by providing notice via electronic mail to Supplier no later than thirty (30) Days prior to the end of the last calendar month in the then existing term of this Work Order, extend the term of this Work Order in consecutive one calendar month increments, not to exceed three consecutive calendar months (i.e., October 2019, November 2019, and December 2019.) Such notice must be sent to the Program Manager, Deputy Program Manager, PMO Manager and Contracts representative listed in Section 9 herein. As to any calendar month extension, if Supplier and County mutually agree, prior to the end of a calendar month extension, that Supplier’s Services are complete, then Supplier shall invoice County a prorated amount to County for such partial calendar month of Services, based on the agreed upon completion date of Services [i.e., The \$85,000 monthly fixed fee shall be divided by the total number of Days in said month, and that number shall be multiplied by the total number of Days of Services provided by Supplier for the same month, and the product shall be the dollar amount invoiced to the County for the partial month of Services].

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

The Services performed herein will provide assistance to the County by aiding in the accelerated disentanglement of the Atos Voice system during the last stages of migration to the new County-owned voice system being implemented by Supplier, without the County's direct use of Atos, thus reducing the County's overall financial expenditures.

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:

NRI resources for this project will be used to assist with the disentanglement of the current Atos Voice system. BAU resources will be used for project management oversight.

7.1. Targeted Resource Order

Targeted Resource Order Services

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
N/A				

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

County Sponsor	KC Roestenberg, OCIT, Assistant Chief Information Officer, 714-567-5075
Service Request Number	N/A
County Budget Info	DS36D

9. SUPPLIER ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Lee Patterson	Lee.R.Patterson@saic.com	BAU – Program Management
Program Manager, Deputy	Greg Mitchell	Gregory.C.Mitchell@saic.com	BAU – Program Management
Solution Architect	Jack O’Connor	Jack.F.Oconnor@saic.com	BAU - Solution Oversight
PMO Manager	Jon Brockman	Jon.Brockman@saic.ocgov.com	BAU – PMO
Contracts, Senior Principal	Vince Magaña	Vincent.R.Magana@saic.com	BAU - Contracts
Voice Project Manager	Larry Stewart	lstewart@burwood.com	BAU – Voice PM
Voice Engineer	Pramod Kumar Manne	hire from Atos	NRI - Voice
Voice Engineer	Naga Praneeth Yerram	hire from Atos	NRI - Voice

10. PROJECT SCHEDULE

Subject to the mutual agreement of County and Supplier and notwithstanding Section 21 herein, other than the dates for Milestone numbers 1, 2 and 3 listed below, all below Start and End Dates may be changed without a formal written amendment to this Work Order.

No.	Task	Start Date	End Date	Note
1.	Work Order Approval - County	-	06/07/2019	
2.	Kickoff Meeting with Atos	-	06/11/2019	
3.	Atos disentanglement knowledge transfer, planning, and preparation for assistance commencement	06/11/2019	6/30/2019	
4.	Provisioning of Assistance with Disentanglement of Atos Voice Services Month 1 (July 2019)	07/01/2019	07/31/2019	Milestone 1
5.	Provisioning of Assistance with Disentanglement of Atos Voice Services Month 2 (August 2019)	08/1/2019	08/31/2019	Milestone 2
6.	Provisioning of Assistance with Disentanglement of Atos Voice Services Month 3 (September 2019)	09/01/2019	09/30/2019	Milestone 3

11. PRICING SUMS

PRICING SUMS	
Maximum Project Charges	\$255,000.00
Key Milestone Charges	\$255,000.00

PRICING SUMS	
Deliverables At-Risk Amount	\$ 38,250.00

12. SERVICES

Supplier shall perform all Services necessary to complete the Services generally described in Section 4 above including, but not limited to, the tasks specified in this Section.

Supplier will perform the following Services, as necessary, twenty-four (24) hours each Day:

Assist with Support of Disentanglement of Atos Voice Services

- Perform logical administration of the following arising from Incidents or steady state service requests:
 - All logical administration of Installs, Moves, Adds, Changes (“IMACs”) within the Orange County Enterprise (“OCE”) and Law and Justice (“L&J”) District Attorney (“DA”) instances
 - Applications on the for the L&J instances
 - on the OCE and L&J instances
 - support for OCE and DA instances
 - support for OCE instance
 - rvice support for OCE and DA instance
 - on the OCE instance
 - Call Recording on the OCE instance
 - etail Reporting application integrated with the OCE and L&J instances
 - sociated circuits
 - Supporting systems: gateways, fax gateways, analog gateways, SRST Routers

- Perform Incident and management of Problems for the following arising from Incidents related to:
 - Incident management response
 - Assistance in developing Root Cause Analysis
 - Logical IMACs within the OCE and L&J UCM instances
 - Routers for the L&J instances
 - on the OCE and L&J instances
 - email support for OCE and DA instances
 - Contact center support for OCE and DA instance
 - Fax services support on the OCE instance
 - Call Recording on the OCE instance
 - etail Reporting application integrated with the OCE and L&J instances
 - sociated circuits
 - Routers, switches and firewalls supporting WAN connectivity to the County network inside facilities

- Subject to Section 12.2 herein, track and report to the County on Service Level Requirements (“SLRs”) normally applicable to the Services herein.

12.1. Tasks

Task 0	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates

Program Management <i>Program and project manage all phases of this Work Order</i>	Senior Project Manager	1 FTE	July-September 2019
	Project Manage Supplier's assistance to the County with support of the Atos voice environment.		
	Subtask 0.1 Manage Develop, manage, and maintain the detailed project plan and report on a daily basis.		
	Subtask 0.2 Reviews Provide reviews at key points throughout the project, as identified in the detailed project plan.		
	Subtask 0.3 Reports Provide regular weekly status updates as to the progress of the project.		
	Subtask 0.4 Status Meetings Attend regular status meetings throughout the course of the project, including but not limited to delivery of progress on the daily SAIC DSR, and reporting in at the bi-weekly Project ORT, as stated in 0.3.		
	Subtask 0.5 Project Closeout Upon successful completion of all activities, provide a final report and perform work order closeout procedures.		
Phase 1 – ATOS Disentanglement Support			
Task 1. Support of Atos Voice System	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	Voice Engineer	2 FTE	July 1, 2019 to September 30, 2019
	Support the Atos Voice environment, which includes migration to the County's new Voice Core during disentanglement.		
	Subtask 1.3.1 Services Support of the Atos system for the month of July-2019		
	Subtask 1.3.2 Services Support of the Atos system for the Month of August-2019		
	Subtask 1.3.2 Services Support of the Atos system for the Month of September-2019		

12.2. Service Level Requirements

Notwithstanding any provision of the Agreement, the County agrees that no SLRs shall be applicable to the Services herein. SAIC, using Best Practices, will report on the SLRs that are applicable to the Services and that are capable of being measured using existing ServiceNow measurement and reporting configurations. Additionally, SAIC will not be required to obtain the assistance of Atos in reporting such SLRs.

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

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

12.5. Risks and Risk Mitigation

No.	Potential Risk	Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	Work Order not approved by June 7, 2019	Atos would continue to manage the Atos Voice System	15%	Delays Supplier preparation to preparing for disentanglement support of the Atos Voice System	
2.	Atos current staff leaving	Support will be performed using commercially reasonable efforts and applying Best Practices	30%	Impacts overall Atos Services	

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. Specifically, Supplier shall be deemed to have met and be paid for each Milestone specified in Section 17 herein, if Supplier performs the Services herein consistent with the provisions of this Work Order, which includes Supplier performing such Services utilizing Best Practices.

13.2. Acceptance Testing

N/A

13.3. Final Acceptance

N/A

13.4. Final Acceptance Sign-Off Procedure

Notwithstanding any other provision of the Agreement, subject to Section 13.1 above, there is no Final Acceptance sign-off procedure.

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))
- 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**15.1 Project Dependencies – County Provided**

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:

- (A) This Work Order is approved no later than June 7, 2019.
- (B) County will ensure that Atos will provide SAIC with all required system access to allow SAIC to perform the Services herein.

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16. DELIVERABLES

Deliverables					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1	July Services	Y	31-Jul-19	▪ Continuous support of Atos services	33.3%
2	August Services	Y	31-Aug-19	▪ Continuous support of Atos services	33.3%
3	September Services	Y	30-Sep-19	▪ Continuous support of Atos services	33.3%
4	October Services - Option Period	Y	31-Oct-19	▪ Continuous support of Atos services	100.0%
5	November Services - Option Period	Y	30-Nov-19	▪ Continuous support of Atos services	100.0%
6	December Services - Option Period	Y	31-Dec-19	▪ Continuous support of Atos services	100.0%

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	Provisioning of Assistance with Disentanglement of Atos Voice Services (July)	Y	7/31/2019	July Services	33.3%	\$ 85,000.00	\$ 29,750.00	1	\$ 55,250.00
2	Provisioning of Assistance with Disentanglement of Atos Voice Services (August)	Y	8/31/2019	August Services	33.3%	\$ 85,000.00	\$ 29,750.00	1	\$ 55,250.00

3	Provisioning of Assistance with Disentanglement of Atos Voice Services (September)	Y	9/30/2019	September Services	33.3%	\$ 85,000.00	\$ 29,750.00	1	\$ 55,250.00
4	Provisioning of Assistance with Disentanglement of Atos Voice Services (October-Optional)	Y	10/31/2019	October Services (Option Period)	100.0%	\$ 85,000.00	\$ 29,750.00	1	\$ 55,250.00
5	Provisioning of Assistance with Disentanglement of Atos Voice Services (November-Optional)	Y	11/30/2019	November Services (Option Period)	100.0%	\$ 85,000.00	\$ 29,750.00	1	\$ 55,250.00
6	Provisioning of Assistance with Disentanglement of Atos Voice Services (December-Optional)	Y	12/31/2019	December Services (Option Period)	100.0%	\$ 85,000.00	\$ 29,750.00	1	\$ 55,250.00

18. KEY MILESTONES PAYMENTS TABLE

Month No.	Month	Milestone #1 Provisioning of Assistance with Disentanglement of Atos Voice Services (July)	Milestone #2 Provisioning of Assistance with Disentanglement of Atos Voice Services (August)	Milestone #3 Provisioning of Assistance with Disentanglement of Atos Voice Services (September)	Milestone #4 Provisioning of Assistance with Disentanglement of Atos Voice Services (October)	Milestone #5 Provisioning of Assistance with Disentanglement of Atos Voice Services (November)	Milestone #6 Provisioning of Assistance with Disentanglement of Atos Voice Services (December)	Total (Monthly Key Milestone Payments)
Milestone Allocation		33.3%*	33.3%*	33.3%*	100%**	100%**	100%**	100%
Total Milestone Payments		\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$510,000
Milestone Duration (Months)		1	1	1	1	1	1	
Milestone Monthly Payment		\$55,250	\$55,250	\$55,250	\$55,250	\$55,250	\$55,250	
Milestone Holdback Amount		\$29,750	\$29,750	\$29,750	\$29,750	\$29,750	\$29,750	
Key Deliverables		See Table 16	See Table 16	See Table 16	See Table 16	See Table 16	See Table 16	
1	Jul-19	\$55,250						\$55,250
2	Aug-19	\$29,750	\$55,250					\$55,250
3	Sep-19		\$29,750	\$55,250				\$55,250
4	Oct-19			\$29,750	\$55,250			\$55,250
5	Nov-19				\$29,750	\$55,250		\$55,250
6	Dec-19					\$29,750	\$55,250	\$55,250
Holdback	Jan-20						\$29,750	\$0
Key Milestone Holdback Amount		Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	\$178,500
Milestone Totals		\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$510,000
* Milestones 1-3 is included in the Initial Term								
** Milestones 4-6 are one-month option periods								

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 \$255,000.00 (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 as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1	Provisioning of Assistance with Disentanglement of Atos Voice Services (July)	N/A	456	33.3%	\$ 85,000.00
2	Provisioning of Assistance with Disentanglement of Atos Voice Services (August)	N/A	456	33.3%	\$ 85,000.00
3	Provisioning of Assistance with Disentanglement of Atos Voice Services (September)	N/A	456	33.3%	\$ 85,000.00
Initial Term Total					\$ 255,000.00
4	Provisioning of Assistance with Disentanglement of Atos Voice Services (October)	N/A	456	100.0%	\$ 85,000.00
5	Provisioning of Assistance with Disentanglement of Atos Voice Services (November)	N/A	456	100.0%	\$ 85,000.00
6	Provisioning of Assistance with Disentanglement of Atos Voice Services (December)	N/A	456	100.0%	\$ 85,000.00
Est. Total Labor Including All Option Months			2736		
Fixed Fee Charges Including All Option Months				400%	\$ 510,000.00

[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 as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	N/A				
2.					
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 \$ [REDACTED]. 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
1.	N/A						
Milestone Totals							
Est. Total Labor							
Fixed Fee Charges							

[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 \$ [REDACTED]. 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.	N/A				
2.					
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.	N/A	
2.		
Total Pass Through Expenses Charges		

20. ATTACHMENTS

There are no attachments to this Work Order.

21. CHANGES

No changes to this Work Order shall be effective without prior County Approval, and any changes to the terms of this Work Order shall be subject to Section 40.21 (Amendment of Agreement) of the Agreement.

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, 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 Work Order to be duly executed and effective as of the Effective Date.

Science Applications International Corporation
(SAIC)

County of Orange

Signature: *Vincent R. Magaña*

Signature: _____

Authorized Representative

Authorized Representative

Name: Vincent R. Magaña _____

Name: Joel Golub _____

Title: Contracts, Senior Principal _____

Title: County Chief Information Officer _____

Date: May 28, 2019


Date: _____

APPROVAL AS TO FORM

This is to certify that the undersigned, Deputy County Counsel, has reviewed this contract template for:

Type 2 Work order #NCY1-011

and has approved it as to form. This approval is valid only in accordance with an action of the Board of Supervisors authorizing the use of this contract template.


 Deputy County Counsel
 County of Orange