

**AMENDMENT NUMBER 13 TO  
MASTER SERVICES AGREEMENT FOR  
IT SERVICES BY AND BETWEEN  
COUNTY OF ORANGE  
AND  
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

This Amendment Number 13 to Master Services Agreement for IT Services by and between County of Orange and Science Applications International Corporation ("Amendment 13") is made and entered into by and between the County of Orange, a political subdivision of the State of California ("County") and Science Applications International Corporation, ("Vendor"). All capitalized undefined terms in this Amendment 13 will be as defined in the Agreement.

**RECITALS**

WHEREAS, County and Vendor entered into a Master Services Agreement for IT Services by and between County of Orange and Science Applications International Corporation (the "Agreement"); and

WHEREAS, County and Vendor entered into the Agreement effective May 14, 2013 ("Effective Date"); and

WHEREAS, the Parties have previously made the following amendments to the Agreement: Amendment 1, dated September 10, 2013 ("Amendment 1"); Amendment 2, dated February 3, 2014 ("Amendment 2"); Amendment 3, dated June 6, 2014 ("Amendment 3"); Amendment 4, dated July 25, 2014 ("Amendment 4"); Amendment 5, executed January 12, 2016, and retroactively dated to February 3, 2015 ("Amendment 5"); Amendment 6, dated April 26, 2016 ("Amendment 6"); Amendment 7, dated June 1, 2016 ("Amendment 7"); Amendment 8, dated September 13, 2016 ("Amendment 8"); Amendment 9, executed February 15, 2017, and retroactively dated to February 3, 2017 ("Amendment 9"); Amendment 10, dated September 26, 2017 ("Amendment 10"); Amendment 11, dated January 10, 2018 ("Amendment 11"), Amendment 12, dated June 7, 2018 ("Amendment 12"); and

WHEREAS, the Parties desire to enter into this Amendment 13 for the purposes of deleting from the Agreement, effective as of the Amendment Effective Date, certain currently unused obligations relating to (1) the optional fixed price one year Management of Network Vendor Contract Services specified in Section 6 of Schedule 1 of the Agreement (2) the Atos Oversight Resource Unit from Appendix 3.1 of Schedule 3; and (3) the Xerox Oversight Reporting requirement specified in Attachment L of the Agreement. Said Xerox Oversight Reporting requirement was a reference to the entity Xerox State & Local Solutions, Inc., who was then succeeded by Atos Governmental IT Outsourcing Services, LLC.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

**AGREEMENT**

A. The Parties hereby agree to amend the Agreement as follows:

1. Schedule 1 (Relationship Management) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Schedule 1 (Relationship Management) - Revision 1, which is incorporated into the Agreement by this reference.
2. Appendix 3.1 (SOW Pricing) to Schedule 3 - Revision 10 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Appendix 3.1 (SOW Pricing) to Schedule 3 - Revision 11, which is incorporated into the Agreement by this reference.
3. Attachment L (Reports) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Attachment L (Reports) - Revision 1, which is incorporated into the Agreement by this reference.

B. This Amendment 13 shall be effective as of the latest date it is executed by both Parties (“Amendment Effective Date”).

C. Order of Precedence When Interpreting Conflicting Terms

Except as otherwise expressly set forth and amended herein, all terms and conditions of the Agreement and its Amendments 1 through 12 remain unchanged and in full force and effect. Capitalized terms used in this Amendment and not defined herein have the meanings given to them or referenced in the Agreement and the prior amendments. In the event of any inconsistency or conflict between or among any provision of this Amendment 13 and any provision of the original Agreement, and/or its amendments/modifications other than Amendment 13, the inconsistency or conflict shall be resolved by giving precedence to the language of amendments, modifications, and the original Agreement in the following order:

1. Amendment 13
2. Amendment 12;
3. Amendment 11;
4. Amendment 10;
5. Amendment 9;
6. Amendment 8;
7. Amendment 7;
8. Amendment 6;
9. Amendment 5;
10. Amendment 4;
11. Amendment 3;
12. Amendment 2;
13. Amendment 1;
14. The original Agreement.

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The Parties evidence their entire agreement to the terms of this Amendment 13 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

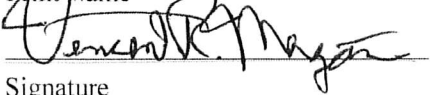
**VENDOR: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

Vincent R. Magaña

Contracts, Senior Principal

Print Name

Title



October 1, 2018

Signature

Date

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**COUNTY OF ORANGE,**  
a political subdivision of the State of California

Joel Golub

County Chief Information Officer

Print Name

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**  
**COUNTY COUNSEL**

 10/1/18  
John Cleveland, Deputy County Counsel

Approved by Board of Supervisors on: \_\_\_\_\_