



**AMENDMENT #2 TO**  
**AMENDED AND RESTATED**  
**TYPE 2 WORK ORDER NCY5-018**  
**SOC SERVICES ONGOING SUPPORT**

**TYPE 2 WORK ORDER NCY5-018**

This Amendment #2 to Type 2 Work Order NCY5-018 ("**Amendment #2**") amends Type 2 Work Order NCY5-018, with an original Effective Date of May 14, 2024, by replacing, amending and restating in its entirety Type 2 Work Order NCY5-018 with the following amended and restated Type 2 Work Order NCY5-018 for the purposes of extending the end date from June 30, 2026, to June 30, 2027, and increasing authorized funding for the Services by \$144,685.68 from \$307,457.11 to \$452,142.79.

This Type 2 Work Order NCY5-018 ("**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 NCY5-018.

**1. WORK ORDER NUMBER**

NCY5-018

**2. EFFECTIVE DATE**

This Work Order shall be effective May 14, 2024, once it is fully executed by authorized representatives of both Parties.

**3. PROJECT NAME**

Security Operations Center Services Ongoing Support

**4. PROJECT SUMMARY**

County has requested Supplier to provide the applicable Services specified in Exhibits A.1 and A.4 of the Agreement to the newly implemented Security Operations Center ("**SOC**") Services at the following departments: Orange County Assessor ("**Assessor**"), District Attorney ("**DA**"), Clerk-Recorder ("**C-R**") and John Wayne Airport ("**JWA**"). As each department is transferred to production at scheduled Milestones, the SOC Services as described in Section 12 below will commence.

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

The Services provided by the Supplier under this Work Order would provide ongoing support for the newly implemented SOC Services at Assessor, DA, C-R and JWA in order to maintain business continuity with

monitoring, detecting, analyzing, mitigating, apprising the County, and responding to cyber threats and adversarial activity throughout the County Systems.

**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

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

<b>County Sponsor</b>	KC Roestenberg, Chief Information Officer
<b>Service Request Number</b>	N/A
<b>County Budget Info</b>	DS20A

**9. SUPPLIER ROLES AND RESPONSIBILITIES**

Resource Title	Name	Contact Information	Responsibilities
Security Tower Lead	Kathy Heaton	katherine.heaton@ocitcs.oc.gov	BAU – Security Tower Management
Cyber Security/Threat Analyst	Francisco Garcia	francisco.garcia@ocitcs.oc.gov	NRI – Cyber Security/Threat Analysis

**10. PROJECT SCHEDULE**

No.	Task	Start Date	End Date	Duration
1.	Milestone #1 - SOC Services	5/15/2024	6/30/2027	3 years and 2 months

**11. PRICING SUMS**

PRICING SUMS	
Maximum Project Charges	\$452,142.79
Key Milestone Charges	N/A
Deliverables At-Risk Amount	N/A

**12. SERVICES**

**12.1. Tasks**

Supplier shall, during normal Business Hours and JWA Complex Business Support hours, and on-call as required after hours of each Calendar Day of a calendar year, provide the applicable Services specified in Exhibits A.1 (Integrated Requirements FSA), and A.4 (Security Operations Center FSA) of the Agreement to support the Assessor, DA, C-R and JWA SOC Services that are implemented by Supplier pursuant to Work Orders #NCY5-013 (“**NCY5-013**”), #NCY5-014 (“**NCY5-014**”), #NCY5-015 (“**NCY5-015**”) and #NCY5-017 (“**NCY5-017**”) as amended.

Notwithstanding any conflicting provisions of the Agreement, the Parties agree as follows:

The above-described Services shall only be subject to the following SLRs and such SLRs shall only be subject to the Business Hours and Business Days measurement periods defined by the Agreement:

- a. SLRs 1 through 5; SLRs 11 and 13; SLRs 15 through 18; SLRs 23 and 25; SLRs 45 through 47; SLRs 54 through 60; and SLR 63.

**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**

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.							

**12.5. Risks and Risk Mitigation**

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

- 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):  
N/A

**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:

- 15.1. County will ensure that Assessor, DA, C-R and JWA will provide Supplier with all required system and physical access to allow Supplier to perform the Services herein.
- 15.2. County agree that the Agreement’s Change Management Services procedures shall be followed.
- 15.3. Supplier shall not Charge the County under this Work Order for Services provided by Supplier BAU resources.

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**16. DELIVERABLES**

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	Services specified in Section 12	N	N/A	▪ Services in Section 12 are delivered to the County.	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.	Milestone #1 - SOC Services	N	N/A	▪ Deliverable 1	100%	N/A	N/A	38	\$12,057

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

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**18. KEY MILESTONES PAYMENTS TABLE**

		Milestone #1	
Month No.	Month	SOC Services – May 2024 – June 2027	Total (Monthly Key Milestone Payments)*
<b>Milestone Allocation</b>		<b>100.0%</b>	<b>100%</b>
<b>Total Milestone Payments</b>		<b>N/A</b>	<b>\$0</b>
<b>Milestone Duration (Months)</b>		<b>38</b>	
<b>Milestone Monthly Payment</b>		<b>N/A</b>	
<b>Milestone Holdback Amount</b>		<b>N/A</b>	
<b>Key Deliverables</b>		<b>See Section 16</b>	<b>Actuals Billed (aside from Holdback Amount)</b>
1	May-24	\$6,028.58	\$6,028.58
2	Jun-24	\$12,057.15	\$12,057.15
3	Jul-24	\$12,057.15	\$12,057.15
4	Aug-24	\$12,057.15	\$12,057.15
5	Sep-24	\$12,057.14	\$12,057.14
6	Oct-24	\$12,057.14	\$12,057.14
7	Nov-24	\$12,057.14	\$12,057.14
8	Dec-24	\$12,057.14	\$12,057.14
9	Jan-25	\$12,057.14	\$12,057.14
10	Feb-25	\$12,057.14	\$12,057.14
11	Mar-25	\$12,057.14	\$12,057.14
12	Apr-25	\$12,057.14	\$12,057.14
13	May-25	\$12,057.14	\$12,057.14
14	Jun-25	\$12,057.14	\$12,057.14
15	Jul-25	\$12,057.14	\$12,057.14
16	Aug-25	\$12,057.14	\$12,057.14
17	Sep-25	\$12,057.14	\$12,057.14
18	Oct-25	\$12,057.14	\$12,057.14
19	Nov-25	\$12,057.14	\$12,057.14

		Milestone #1	
Month No.	Month	SOC Services – May 2024 – June 2027	Total (Monthly Key Milestone Payments)*
20	Dec-25	\$12,057.14	\$12,057.14
21	Jan-26	\$12,057.14	\$12,057.14
22	Feb-26	\$12,057.14	\$12,057.14
23	Mar-26	\$12,057.14	\$12,057.14
24	Apr-26	\$12,057.14	\$12,057.14
25	May-26	\$12,057.14	\$12,057.14
26	Jun-26	\$12,057.14	\$12,057.14
27	Jul-26	\$12,057.14	\$12,057.14
28	Aug-26	\$12,057.14	\$12,057.14
29	Sep-26	\$12,057.14	\$12,057.14
30	Oct-26	\$12,057.14	\$12,057.14
31	Nov-26	\$12,057.14	\$12,057.14
32	Dec-26	\$12,057.14	\$12,057.14
33	Jan-27	\$12,057.14	\$12,057.14
34	Feb-27	\$12,057.14	\$12,057.14
35	Mar-27	\$12,057.14	\$12,057.14
36	Apr-27	\$12,057.14	\$12,057.14
37	May-27	\$12,057.14	\$12,057.14
38	Jun-27	\$12,057.14	\$12,057.14
Key Milestone Holdback Amount		N/A	N/A
<b>Milestone Totals</b>		<b>\$452,142.79</b>	<b>\$452,142.79</b>

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**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 **\$452,142.79** (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.	SOC Services	N/A	6,176	100%	\$452,142.79
<b>Est. Total Labor</b>			<b>6,176</b>	<b>N/A</b>	<b>N/A</b>
<b>Fixed Fee Charges</b>			<b>N/A</b>	<b>100%</b>	<b>\$452,142.79</b>

**[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.					
<b>Est. Total Labor</b>					
<b>Fixed Fee Charges</b>					

**[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 \$\_\_\_\_\_. 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
<b>Milestone 1 – Finalize Project Design</b>							
1.							
<b>Milestone 1 Totals</b>							
<b>Est. Total Labor</b>							
<b>Fixed Fee Charges</b>							

**[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.					
<b>Total Pass Through Plus Mark-Up Charges</b>					

**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**

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

**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.

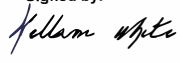
[Signatures provided on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Amendment #2 to be duly executed and effective as of the Effective Date.

**Science Applications International Corporation**

**County of Orange**

**(SAIC)**

Signed by:  
  
Signature: \_\_\_\_\_  
C3DD1D11790A42A...

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

Authorized Representative

Authorized Representative

Name: Kellam White

Name: KC Roestenberg

Title: Manager, Contracts and Subcontracts

Title: Chief Information Officer

Date: 4/22/2026

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

**APPROVED AS TO FORM**

**COUNTY COUNSEL**

Signed by:  
  
\_\_\_\_\_  
FA94F003460446E...

David Obrand, Deputy County Counsel