

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & DIGITAL SCEPTER CORPORATION**

THIS AMENDMENT NO. 2 is made to the NON-STANDARD AGREEMENT entered into effective June 1, 2022 (the “AGREEMENT”), by and between Digital Scepter Corporation (“CONTRACTOR”) and the County of Monterey, a political subdivision of the State of California (“COUNTY”).

WHEREAS, the COUNTY and CONTRACTOR entered into the AGREEMENT for a term of June 1, 2022, through May 30, 2025, with a “not to exceed” total compensation of \$1,500,000; and

WHEREAS, the COUNTY and CONTRACTOR amended the AGREEMENT to increase the total amount payable under the AGREEMENT by \$50,000 to provide technical support for the development of an Azure hosted network for a total contract not to exceed \$1,550,000; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend for the second time, extending the term through May 30, 2026.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 3.0 TERM OF AGREEMENT** shall be amended to the following: “is from June 1, 2022, through May 30, 2026.”

Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated June 1, 2022.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

Digital Scepter Corporation
Amendment NO. 2 to Agreement
Page 1 of 2

MONTEREY COUNTY

Signed by:
Eric D. Chatham

B9314C30A3A9426...

Chief Information Officer

Dated: 3/14/2025 | 5:30 PM PDT

Approved as to Fiscal Provisions:

Signed by:
Jennifer Forsyth

4E7E6657875454AE...

Deputy Auditor/Controller

Dated: 3/14/2025 | 4:50 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form

Office of the County Counsel

Signed by:
Susan K. Blich, County Counsel:

Samuel Biederwell

61542089561440E...

Deputy County Counsel

Dated: 3/14/2025 | 9:46 AM PDT

CONTRACTOR

Signed by:
JON ROBINSON

47D673AE2063415...

Signature of President/Vice President

Jon Robinson, President

Printed Name

Dated: 3/12/2025 | 3:29 PM PDT

Signed by:

By: *Jaymee Robinson*

521A4892C50D402...

Signature of Secretary/CFO

Jaymee Robinson/CFO

Printed Name

Dated: 3/14/2025 | 9:21 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has the authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**AMENDMENT No. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & DIGITAL SCEPTER CORPORATION**

THIS AMENDMENT No. 1 is made to the NON-STANDARD AGREEMENT entered into effective November 15, 2022 (the “AGREEMENT”), by and between Digital Scepter Corporation (“CONTRACTOR”), and the County of Monterey, a political subdivision of the State of California (“COUNTY”).

WHEREAS, the COUNTY and CONTRACTOR entered into the AGREEMENT originally for a term of June 1, 2022, through May 30, 2025, with a “not to exceed” total compensation of \$1,500,000; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to increase the total amount payable under the AGREEMENT by \$50,000 to provide technical support for the development of a Azure hosted network for a total contract not to exceed \$1,550,000; and

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.0 PAYMENT PROVISIONS**, shall be amended to the following: “is not to exceed the sum of \$1,550,000.”
2. **Section 4.0, SCOPE OF SERVICES AND ADDITIONAL PROVISIONS**, shall be amended by adding “Exhibit A-1”, attached to this Amendment No. 1.

Except as provided herein all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT dated November 15, 2022.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY
DocuSigned by:
Eric Chatham
747D862C7BD04AE...

Chief Information Officer
 2/25/2023 | 8:45 AM PST
 Dated:

Approved as to Fiscal Provisions:
DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Deputy Auditor/Controller
 2/24/2023 | 8:38 AM PST
 Dated:

CONTRACTOR
DocuSigned by:
Jon Robinson
CFE96849D1D6413...

By:
 Signature of President/Vice President
 Jon Robinson, President

Printed Name
 2/10/2023 | 4:08 PM PST
 Dated:

DocuSigned by:
Jaymee Robinson
521A4892C58D402...

By:
 Signature of Secretary/CFO

Jaymee Robinson, CFO

Approved as to Liability Provisions:

Printed Name

2/14/2023 | 10:40 AM PST

Dated:

Risk Management

Dated:

Approved as to Form:  61542069561440E...

Deputy County Counsel

2/23/2023 | 3:50 PM PST

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A-1
SCOPE OF SERVICES/PAYMENT PROVISIONS

**County of Monterey
 and
 CONTRACTOR**

This Exhibit A-1 shall be incorporated by reference as part of Agreement attached hereto governing work to be performed under the attached referenced Agreement, the nature of the working relationship between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY”) and **CONTRACTOR** (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

Summary of Work

CONTRACTOR shall provide professional services and technical support for the development and configuration of a greenfield active/passive Azure VM series firewall deployment into a hub vnet. The hub vnet design will allow careful selection of what traffic traverses the VM series firewall. The professional services and technical support will also include services requested by COUNTY that may include but not exclusive to the development, configuration, and maintenance of a cloud hosted environment to include disaster recovery planning necessary for core data center redundancy and back up implementation.

I. Project Milestones

1. A summary of project milestones is outlined below

Milestone	Deliverable	Deliverable Section	Deliverable Acceptance Criteria
1	Project Kickoff	1	<ul style="list-style-type: none"> • Project kickoff call completed
2	Azure PAN Deployment	2	<ul style="list-style-type: none"> • Active/Passive VM-series firewalls deployed in Azure

II. Project Scope

1. Project Kickoff

1.1. Deliverable Summary

- 1.1.a. Project kickoff call
- 1.1.b. Validation of the business and technical goals and objectives

1.2. Tasks and Activities

- 1.2.a. Conduct a kickoff call to determine project goals and establish a timeline for completion
- 1.2.b. Create shared folder on platform of COUNTY choice (Google Drive or Microsoft Teams)

1.3. Prerequisites, Assumptions and Exclusions

- 1.3.a. Prerequisites
 - Provide access to key team members
 - Upload layer 2 and layer 3 network diagrams that, at a minimum, include the firewalls within scope of this project, and any network devices required for the firewalls operation

- 1.3.b. Assumptions
 - Configuration work and meetings will be conducted remotely
- 1.3.c. Exclusions
 - Any activities not defined above

2. Azure PAN Deployment

2.1. Deliverable Summary

- 2.1.a. Deploy 2 VM-series firewalls
- 2.1.b. Configure active/passive HA
- 2.1.c. Configure firewall with 4 interfaces: management, outside, inside, and HA
- 2.1.d. Configure GlobalProtect Gateway
- 2.1.e. Configure vnet to vnet routing support for multi-region functionality

2.2. Tasks and Activities

- 2.2.a. Remotely deploy and configure 2 VM-series firewall in Azure
- 2.2.b. Configure 4 interfaces per firewall, to include:
 - Management interface with private/public IP
 - Outside interface with private/public IP
 - Inside interface with private IP
 - HA interface with private IP
- 2.2.c. If needed, configure new virtual networks (up to 3)
- 2.2.d. Configure subnets within hub vnet
 - Management
 - Outside
 - Inside
 - Ha
 - Services (for Infoblox and other infrastructure that should be in front of the VM-series)
- 2.2.e. If needed, configure new route tables in Azure for the three VM series subnets
- 2.2.f. If needed, assist in configuring one Virtual Network Gateway with an IPSec VPN tunnel to on-premise environment
- 2.2.g. Configure GlobalProtect Gateway to supplement on-premise gateway
- 2.2.h. Configure vnet peering
- 2.2.i. Configure route tables for firewalling inter-vnet traffic

2.3. Prerequisites, Assumptions and Exclusions

- 2.3.a. Prerequisites
 - Coordinate and provide access to key team members to participate in remote work sessions as needed and identified by CONTRACTOR.
- 2.3.b. Assumptions
 - Configuration work and meetings will be conducted remotely
- 2.3.c. Exclusions
 - Low-level design details (e.g. IP Addresses, device names, cabling matrix, site survey, specific rules, etc...)
 - Site/device specific configuration details
 - Change Management process
 - Methods of Procedures
 - Project/deployment/migration plan
 - Performance related characteristics/outcomes
 - On-site support for HLD review and/or final presentation meeting.

III. Contractor Responsibilities

1. Remote cutover support for all project phases
2. CONTRACTOR’s best practice configuration based on licensed features for all security policies
3. Assistance with Palo Alto Networks support cases is not within scope, but can be provided at applicable hourly rate (see 'Miscellaneous Charges' below)

IV. COUNTY Responsibilities

1. Provide CONTRACTOR with remote access to management IP of PAN over ports 80,443, and 22. Provide CLI access to neighboring switches and routers for running show commands.
2. Ensure that a change freeze is established at least one week prior to cutover as outlined above
3. Ensure that all copper cables, fiber cables, and optics are available for the cutover and have been tested
4. Provide all on-site Contractor resource(s) with a safe working environment, including a workspace, telephone and internet access, if necessary. Internet access will allow the Palo Alto Networks resource(s) to communicate with Palo Alto Networks support, services account manager (SAM), and access to other technical resources.
5. Provide all on-site Contractor resource(s) with any necessary building badges/passes, parking badges/passes and machine room badges/passes.
6. Coordinate necessary physical access requirements to the location(s) where the Contractor security solutions will be installed. This may include securing security badges or making arrangements to accompany the Contractor resource into secured or restricted areas. For testing, the Contractor resource will need access to the testing lab location. For deployments, the Palo Alto Networks will need access to the data centers where the firewalls will be installed.
7. Provide the proper environment for the Palo Alto Networks security solutions installation, including access to proper power outlets, proper air conditioning, allocated rack space, and physical access controls to the hardware and software.

V. Project Time Frame

Start Date: Ten (10) business days after Effective Date of this Agreement

Unless specifically stated otherwise, the Services provided under this Agreement shall only be performed Monday through Friday, 8:00AM to 5:00PM local time excluding designated Contractor holidays (“Normal Business Hours”). Non- Normal Business Hours Hourly rates in amounts set forth in Section X Schedule of Rates below.

Contractor Designated Holiday	Date Observed
New Year’s Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

VI. Acceptance/Approval

Contractor shall notify COUNTY designee upon completion of Services, Tasks, Phases or Milestones provided in this Agreement. COUNTY will indicate acceptance or non-acceptance of the Services by responding to the email. Should the COUNTY not accept the Services provided in this Agreement, COUNTY shall provide a written explanation of the reasons for not accepting within five (5) business days. If the COUNTY does not so notify Contractor within five (5) business days, Services shall be deemed Accepted. Contractor shall address COUNTY’s issue(s) within ten (10) business days after the receipt of such notice and will then resubmit a formal request for acceptance via email from the COUNTY. Such time to address any quality of service or re-work issues(s) may be extended by mutual consent.

VIII. Additional Professional and Technical Support Services

Additional professional services will be on an “as-needed” and “as-approved” basis by COUNTY at the rates specified in Section XI Schedule of Rates below. Services requested under this category shall be submitted in writing to CONTRACTOR.

IX. Schedule of Rates

Miscellaneous Charges	
COUNTY Not Ready – Host Site	Actual costs incurred
Travel Expense – Host Site	Reimbursed for travel costs, Contractor must comply with Monterey County Travel Policy which is available on the County website at https://www.co.monterey.ca.us/home/showpublisheddocument/69364/636728660019670000
Palo Alto Networks Support Cases	\$350 per hour

X. Payment Provisions

- A. For the services described in this Agreement within the term specified above, the maximum obligation of the County will be **\$50,000**. Agreement amount summary is as follows:

Term	Service	Amount
January 2023 – June, 30, 2023	Phase 1: Planning, development, and configuration of extended secure network in Azure to include technical training by working with COUNTY technical staff	\$ 35,000
January 2023 – May 30, 2025	Phase 2: Additional professional and technical support services on an "as-needed" and "as-approved" basis by COUNTY.	\$ 15,000