

**AMENDMENT NO. 3  
TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY & DIGITAL SCEPTER CORPORATION**

**THIS AMENDMENT NO. 3** 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 (No. 1) 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 amended the AGREEMENT (No. 2), to extend the term through May 30, 2026.

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend for the third time, to increase the total amount payable under the AGREEMENT by \$500,000 to continue to provide professional services and Palo Alto Networks hardware, software, and licensing for a total contract not to exceed \$2,050,000, and extend the term through May 30, 2031; 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: “this Agreement shall not exceed the sum of 2,050,000.”
2. **Section 3.0 TERM OF AGREEMENT** shall be amended to the following: “is from June 1, 2022, through May 30, 2031.”

Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT dated June 1, 2022.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 3 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Chief Information Officer

By: \_\_\_\_\_  
Signature of President/Vice President

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jon Robinson, President

Digital Scepter Corporation  
Amendment No. 3 to Agreement  
Page 1 of 2

\_\_\_\_\_  
*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Deputy Auditor/Controller

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
*Approved as to Form  
Office of the County Counsel  
Susan K. Blich, County Counsel:*

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Signature of Secretary/CFO  
Jaymee Robinson/CFO

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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 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.