

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
SMILE BUSINESS PRODUCTS, INC.**

THIS AMENDMENT NO. 1 to AGREEMENT No. A-16076 is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Smile Business Products, Inc. (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on November 16, 2022, COUNTY and CONTRACTOR entered into AGREEMENT NO. A-16076 in the amount of \$650,000 for the retroactive term of July 1, 2022 through June 30, 2025, for the provision of equipment lease for printers, copiers, and multifunction machine services for all Health Department Facilities as needed; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT NO. A-16076 to extend the term an additional three (3) years for a new term of July 1, 2022 through June 30, 2028, add \$730,000 to the total Agreement amount for a new total Agreement amount of \$1,380,000, and replace EXHIBIT A and EXHIBIT B.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.01, shall be amended by removing**, "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$650,000" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$1,380,000".
2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing**, "The term of this AGREEMENT is from July 1, 2022 to June 30, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from July 1, 2022 to June 30, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT".
3. **Section 15.0, "NOTICES", shall be amended by removing** "1550 Moffett St., Salinas, CA. 93905" **and replacing it with** "40 Clark St., Ste. H, Salinas, CA. 93901".
4. **EXHIBIT A, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT **and replacing it with** "EXHIBIT A-1". All references in AMENDMENT NO. 1 to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
5. **EXHIBIT B, "Existing Equipment", shall be amended by removing** EXHIBIT B of this AGREEMENT **and replacing it with** "EXHIBIT B-1". All references in AMENDMENT NO. 1 to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
6. 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 forces and effect as set forth in the AGREEMENT.

Smile Business Products, Inc.
Amendment No. 1
Term: 07/01/2022 – 06/30/2028
NTE: 1,380,000

7. A copy of the Amendment No. 1 shall be attached to the original AGREEMENT executed by COUNTY on November 16, 2022.
8. This Amendment No. 1 is effective upon execution.

******* SIGNATURE PAGE TO FOLLOW *******

Smile Business Products, Inc.
Amendment No. 1
Term: 07/01/2022 – 06/30/2028
NTE: 1,380,000

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

CONTRACTOR

Smile Business Products, Inc.
Contractor's Business Name*

By: Joe Reeves
Signature of Chair, President, or Vice-President) *

Joe Reeves President/CEO
Name and Title

Date: 5/5/2025 | 8:36 PM PDT

Approved as to Form¹

By: Stacy Saetta Stacy Saetta
County Counsel
Chief Deputy County Counsel

Date: 5/8/2025 | 9:09 AM PDT

By: Cathy Hetherington
7C0C08870E58441...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

Approved as to Fiscal Provisions²

By: Jennifer Forsyth Jennifer Forsyth
Auditor/Controller
Auditor-Controller Analyst II

Date: 5/8/2025 | 4:30 PM PDT

Cathy Hetherington vp of operations
Name and Title

Date: 5/2/2025 | 2:20 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

EXHIBIT A-1

**To Agreement by and between
Monterey County Health Department, hereinafter referred to as “County”
AND
Smile Business Products, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide the County with printers and copiers as requested, quoted, and ordered.

CONTRACTOR shall provide technicians to install equipment and ensure that all staff are properly trained to perform the work and deliver the services required under this Agreement.

CONTRACTOR shall provide appropriate level of staffing to complete the installation per the designated timeframe provided by the County.

CONTRACTOR shall communicate with the Health IT Department or their delegate prior, during, and after installations, relocations, and maintenance to ensure no disruption or loss of service.

CONTRACTOR to ensure monthly self-reporting is provided by County to CONTRACTOR as scheduled and needed.

All written reports required under this Agreement must be delivered to *Rich Wagreich, Departmental Information Systems Manager, II* and *Juanita Sanders, Administration Management Analyst, II*, in accordance with the schedule above.

******* SECTION INTENTIONALLY LEFT BLANK *******

Smile Business Products, Inc.
Amendment No. 1
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B. INVENTORY/EXISTING EQUIPMENT

B.1 Health Department machines/equipment inventory by location.

COUNTY-Owned and leased machines/equipment shall be inventoried by CONTRACTOR. Current COUNTY-Owned and leased equipment as described in **Exhibit B**, Existing Equipment.

C. PAYMENT PROVISIONS

C.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$1,380,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

C.1.2 Monterey County ITD Printer/Copier/Multifunction Machine Quote Form (ITD Quote Form).

CONTRACTOR shall provide a completed ITD Quote Form for each unit as shown in **Exhibit C** – Monterey County ITD Printer/Copier/Multifunction Machine Quote Form. ITD Quote Forms shall be approved by the Chief Security Officer of Information Technology or their delegate and inventoried by CONTRACTOR accordingly. Monthly rates shall not exceed the Total Monthly Rental amount as indicated on the approved ITD Quote Form.

- All maintenance and repair costs shall be included in ITD Quote Form, including drum & rollers.
- All delivery, installation, and machine pick-up shall be included in the ITD Quote Form.
- Toner included as needed (no limitations).
- Staples included as needed (no limitations).

CONTRACTOR shall be compensated on a per project basis. Each project to be performed pursuant to this Agreement must be agreed to in writing prior to the commencement of work.

Prevailing labor fees on delivery and or assembly required:

Prevailing Wages: The installation of modular furniture pursuant to this Agreement is a public work of over \$1,000 for purposes of prevailing wage. Installers of the modular furniture pursuant to this Agreement must be paid the prevailing wage determined by the Director of the Department of Industrial Relations. CONTRACTOR shall comply with

provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Contractor Registration with the Department of Industrial Relations. Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4101 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

EXHIBIT B-1



Clinic Services														
Location	Address	City	Smile ID	Serial number	Model	Contract Type	Monthly Rental Base	Meters Type	Covered copies	Overage Rate	Install Date	Expiration Date	Avg. Monthly Vol.	
Laurel Family Practice	1441 Constitution Blvd Bldg 400 3rd Floor	SALINAS	C8256	13034441	MX-M357I	RENTAL	\$ 197.69	B\W	3,000	\$ 0.0064	8/3/2021	8/3/2024	2,387	
Laurel Family Practice	1441 Constitution Blvd Bldg 400 3rd Floor	SALINAS	C8258	13034191	MX-M357I	RENTAL	\$ 197.69	B\W	3,000	\$ 0.0064	8/3/2021	8/3/2024	2,677	
Laurel Family Practice	1441 Constitution Blvd Bldg 400 3rd Floor	SALINAS	C8254	13012133	MX-M607I	RENTAL	\$ 272.28	B\W	7,500	\$ 0.0061	8/3/2021	8/3/2024	12,244	
Laurel Family Practice	1441 Constitution Blvd Bldg 400 3rd Floor	SALINAS	C8272	13019994	MX-M507I	RENTAL	\$ 231.91	B\W	5,000	\$ 0.0063	8/3/2021	8/3/2024	2,391	
Laurel Internal Medicine Admin Bldg 151	1441 Constitution Blvd	SALINAS	C2510	15007426	MX-M507I	RENTAL	\$ 233.58	B\W	5,000	\$ 0.0063	9/22/2021	9/22/2024	1,586	
Clinic Services Pediatrics Back Office Bldg 200 Suite 105	1441 Constitution Blvd	SALINAS	C8361	15010856	MX-M357I	RENTAL	\$ 199.67	B\W	3,000	\$ 0.0064	9/22/2021	9/22/2024	1,077	
Marina Integrated Clinic	299 12th Street	MARINA	C8468	S7465109121RWG	MX-B557F	RENTAL	\$ 122.76	B\W	1,000	\$ 0.0093	1/26/2022	1/26/2025	3	
Seaside Family Health - 2.12 Reception	1156 Fremont Blvd	SEASIDE	C2791	33004352	BP-70M31	RENTAL	\$ 229.29	B\W	3,000	\$ 0.0064	10/13/2023	10/13/2026	10,115	
Seaside Family Health 2.11 Reception	1156 Fremont Blvd	SEASIDE	C4726	33033907	BP-70M36	RENTAL	\$ 229.29	B\W	3,000	\$ 0.0064	10/13/2023	10/13/2026	5,011	
								B\W	6,000	\$ 0.0077			521	
Clinic Admin Services Suite 140	1615 Bunker Hill Way	SALINAS	C4679	2508554X	BP-70C55	RENTAL	\$ 468.65	Color	3,000	\$ 0.0456	10/18/2023	10/18/2026	2,878	
Clinic Services Center South 1st Floor	1441 Schilling Place	SALINAS	C4707	33004282	BP-70M31	RENTAL	\$ 167.05	B\W	3,000	\$ 0.0064	10/26/2023	10/26/2026	540	
Clinic Services Division South 1st Floor	1441 Schilling Place	SALINAS	C4713	23002680	BP-70M75	RENTAL	\$ 468.80	B\W	10,000	\$ 0.0050	10/26/2023	10/26/2026	7,904	
Internal Medicine- Building 151	1441 Constitution Blvd	SALINAS	C4752	33041077	BP-70M45	RENTAL	\$ 242.29	B\W	4,000	\$ 0.0064	11/2/2023	11/2/2026	1,570	
Laurel Pediatric Clinic Building 200 Suite 101	1441 Constitution Blvd	SALINAS	C4751	33039717	BP-70M45	RENTAL	\$ 242.29	B\W	4,000	\$ 0.0064	11/1/2023	11/1/2026	7,590	
Laurel Pediatric Clinic Building 200 Suite 103	1441 Constitution Blvd	SALINAS	C4750	33041087	BP-70M45	RENTAL	\$ 242.29	B\W	4,000	\$ 0.0064	11/1/2023	11/1/2026	3,852	
Internal Medicine Bldg 151 Team D Area	1441 Constitution Blvd	SALINAS	C4756	33040117	BP-70M45	RENTAL	\$ 230.53	B\W	4,000	\$ 0.0064	11/2/2023	11/2/2026	977	
Natividad Medical Center - Nido Clinic Main Office Bldg 760	1441 Constitution Blvd	SALINAS	C4725	33034787	BP-70M36	RENTAL	\$ 229.29	B\W	3,000	\$ 0.0064	11/8/2023	11/8/2026	2,164	
Alisal Health Center Family Practice Suite 201	559 East Alisal Street 2nd Floor	SALINAS	C4763	33047328	BP-70M45	RENTAL	\$ 242.29	B\W	4,000	\$ 0.0064	11/9/2023	11/9/2026	994	
Alisal Health Center - Med. Rec: Suite 203 ***MAIN FAX***	559 East Alisal Street 2nd Floor	SALINAS	C4764	33046108	BP-70M45	RENTAL	\$ 242.29	B\W	4,000	\$ 0.0064	11/9/2023	11/9/2026	9,070	
Alisal Health Center PSR Area/ Front Desk	559 East Alisal Street 2nd Floor	SALINAS	C2792	33004062	BP-70M31	RENTAL	\$ 167.05	B\W	3,000	\$ 0.0064	11/9/2023	11/9/2026	5,869	
Bienestar Clinic	1441 Constitution Blvd	SALINAS	C2790	33004082	BP-70M31	RENTAL	\$ 167.72	B\W	3,000	\$ 0.0064	1/12/2024	1/12/2027	13,320	
								B\W	250	\$ 0.0193			71	
Seaside Family Health - 2.11 Reception	1156 Fremont Blvd	SEASIDE	C4664	S752924624V237	MX-C357F	RENTAL	\$ 84.78	Color	250	\$ 0.0856	1/30/2024	1/30/2027	104	
								B\W	250	\$ 0.0193			31	
Seaside Family Health - Room 27	1156 Fremont Blvd	SEASIDE	C4669	S752924624V21N	MX-C357F	RENTAL	\$ 84.78	Color	250	\$ 0.0856	1/30/2024	1/30/2027	59	
Seaside Family Health - Clean Utilities Room 39	1156 Fremont Blvd	SEASIDE	C4728	33034767	BP-70M36	RENTAL	\$ 229.29	B\W	3000	\$ 0.0064	1/30/2024	1/30/2027	564	
								B\W	250	\$ 0.0193			102	
Seaside Family Health - Room 24	1156 Fremont Blvd	SEASIDE	C4665	S752924624V22H	MX-C357F	RENTAL	\$ 84.78	Color	250	\$ 0.0856	1/30/2024	1/30/2027	426	
								B\W	250	\$ 0.0193			96	
Marina Clinic	3155 De Forest Avenue	MARINA	C4667	S752924624V22Y	MX-C357F	RENTAL	\$ 84.78	Color	250	\$ 0.0856	4/19/2024	4/19/2027	95	
Marina Clinic	3155 De Forest Avenue	MARINA	C4727	33033877	BP-70M36	RENTAL	\$ 229.29	B\W	3000	\$ 0.0064	4/19/2024	4/19/2027	1,950	
								B\W	250	\$ 0.0193			43	
Alisal Health Prog.	559 East Alisal Street, Suite B-201	SALINAS	C4666	S752924624V236	MX-C357F	RENTAL	\$ 84.78	Color	250	\$ 0.0856	6/27/2024	6/27/2029	310	
								B\W	750	\$ 0.0111			2	
Alisal Integrated Health Center Room 110 Supervisor's Office	331 North Sanborn Road	SALINAS	C6381	S75303142115H2	MX-C428F	RENTAL	\$ 124.52	Color	500	\$ 0.0531	5/31/2024	5/31/2029	5	
Alisal Integrated Health Center Room 102 Main Office	331 North Sanborn Road	SALINAS	C6375	43008261	BP-B550WD	RENTAL	\$ 105.18	B\W	2,500	\$ 0.0080	5/31/2024	5/31/2027	20	
Seaside Health Clinic - Hyde's Office	1156 Fremont Blvd	SEASIDE	C4387	S752924224T633	MX-C357F	MAINTENANCE	\$ 45.65	B\W	500	\$ 0.0168	4/13/2023	4/13/2026	70	County Owned
								Color	500	\$ 0.0745			185	
Seaside Health Clinic - Denise's Office	1156 Fremont Blvd	SEASIDE	C4486	S752920624GP2Z	MX-C357F	MAINTENANCE	\$ 45.65	B\W	500	\$ 0.0168	1/22/2024	1/22/2027	56	
								Color	500	\$ 0.0745			259	
Behavioral Health														
Location	Address	City	Smile ID	Serial Number	Model	Contract Type	Monthly Rental Base	Meter Group	Covered Copies	Overage Rate	Install Date	Expiration Date	Avg. Monthly Vol.	
Suite 70	200 Broadway Street	KING CITY	C3351	43028739	BP-70M31	RENTAL	\$ 191.44	B\W	3,000	\$0.00640	1/15/2025	1/15/2028	1,824	
Suite 88	200 Broadway Street	KING CITY	C3353	43028759	BP-70M31	RENTAL	\$ 178.10	B\W	3,000	\$0.00640	1/15/2025	1/15/2028	1,317	
								B\W	6,000	\$0.00770			2,336	
Clinician's Workroom	299 12th Street	MARINA	C3348	43040270	BP-70C55	RENTAL	\$ 385.26	Color	1,250	\$0.05240	1/21/2025	1/21/2028	4,462	
Doctor's Workroom	299 12th Street	MARINA	C3350	43015159	BP-50M26	RENTAL	\$ 196.21	B\W	2,500	\$0.00700	1/21/2025	1/21/2028	1,144	
Front Office	299 12th Street	MARINA	C3344	43052170	BP-70M45	RENTAL	\$ 225.90	B\W	5,000	\$0.00640	1/21/2025	1/21/2028	5,267	
Soledad Clinic	359 Gabilan Drive	SOLEDAD	C3349	43027809	BP-70M31	RENTAL	\$ 191.44	B\W	3,000	\$0.00640	1/23/2025	1/23/2028	4,654	
Bldg. 400, Suite 200, Room 231 Access Services	1441 Natividad Road	SALINAS	C3362	43051960	BP-70M45	RENTAL	\$ 232.06	B\W	5,000	\$0.00640	1/27/2025	1/27/2028	4,469	
Bldg 400, Ste 200, Rm 231 Access Services	1441 Constitution Blvd	SALINAS	C3343	43051890	BP-70M45	RENTAL	\$ 225.90	B\W	5,000	\$0.00640	1/27/2025	1/27/2028	5,222	
Bldg 400 Ste 200 Access	1441 Constitution Blvd	SALINAS	C3363	43003189	BP-70M55	RENTAL	\$ 264.31	B\W	5,000	\$0.00630	1/27/2025	1/27/2028	6,045	
								B\W	2,500	\$0.00770			630	
Bldg 400 Ste 200 Room 227	1441 Constitution Blvd	SALINAS	C3354	43025848	BP-70C31	RENTAL	\$ 270.39	Color	1,250	\$0.04560	1/27/2025	1/27/2028	1,361	
								B\W	2,500	\$0.00770			2,665	
Quality Assurance Suite 120	1611 Bunker Hill	SALINAS	C3355	43026028	BP-70C31	RENTAL	\$ 294.69	Color	1,250	\$0.04560	1/28/2025	1/28/2028	2,233	
Drug Court	118 West Gabilan Street	SALINAS	C6355	43003560	BP-B550WD	RENTAL	\$ 111.10	B\W	1,000	\$0.00800	1/29/2025	1/29/2028	407	
AB109 Program	20 E. Alisal Street	SALINAS	C3352	43047498	BP-70M31	RENTAL	\$ 240.52	B\W	5,000	\$0.00640	1/29/2025	1/29/2028	5,00,	

EXHIBIT B-1



COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services



Emergency Medical Services													
Location	Address	City	Smile ID	Serial Number	Model	Contract Type	Monthly Rental Base	Meter Group	Covered Copies	Overage Rate	Install Date	Expiration Date	Avg. Monthly Vol.
South Building	1441 Schilling Place North Bldg	SALINAS	C8836	25177351	MX-3571S	RENTAL	\$ 341.29	B\W Color	2,500 1,250	\$ 0.0077 \$ 0.0456	6/2/2022	6/2/2025	204 581
Public Guardian													
Location	Address	City	Smile ID	Serial Number	Model	Contract Type	Monthly Rental Base	Meter Group	Covered Copies	Rate	Install Date	Expiration Date	Avg. Monthly Vol.
Public Guardian	1441 Schilling Place - North Wing	SALINAS	C2275	0301349X	MX-4071	RENTAL	\$ 331.46	B\W Color	2,000 1,000	\$ 0.0089 \$ 0.0524	3/2/2021	3/2/2024	904 1,620
Administration													
Location	Address	City	Smile ID	Serial Number	Model	Contract Type	Monthly Rental Base	Meter Group	Covered Copies	Rate	Install Date	Expiration Date	Avg. Monthly Vol.
#261 Admin. File Work Area	1270 Natividad Road	SALINAS	C4378	25072440	BP-70C55	RENTAL	\$ 453.36	B\W	6,000	\$ 0.0077	5/25/2023	5/25/2026	1,178
								Color	3,000	\$ 0.0456			8,619
HR 241 File Room	1270 Natividad Road	SALINAS	C4375	25074290	BP-70C55	RENTAL	\$ 481.05	B\W	6,000	\$ 0.0077	5/25/2023	5/25/2026	4,807
								Color	3,000	\$ 0.0456			6,988
Admin. Room 265 (Misti Hannan's Office)	1270 Natividad Road	SALINAS	C4363	S75282070H6VLX	MX-C407F	RENTAL	\$ 121.09	B\W	750	\$ 0.0111	5/25/2023	5/25/2026	24
								Color	500	\$ 0.0531			75