

**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SMILE BUSINESS PRODUCTS, INC.**

THIS AMENDMENT NO. 2 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and **Smile Business Products, Inc.** (hereinafter, “CONTRACTOR”) is hereby entered into between the County and CONTRACTOR (collectively, “the Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with the County on July 1, 2024 (hereinafter, “Agreement”) to provide Printer/Copier/Multifunction machine installation, lease, equipment maintenance, repair, servicing support to the Probation Department, as needed and requested (hereinafter, “services”) through June 30, 2025, for an amount not to exceed \$145,000; and

WHEREAS, the Agreement was amended by the Parties on April 23, 2025 (hereinafter, “Amendment No. 1”) to extend the term for one (1) additional year through June 30, 2026 and to increase the Agreement’s amount by \$15,000 for a total not to exceed amount of \$160,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the Scope of Services requires an update to include language regarding Data Security and Device Storage; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue providing services; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years through June 30, 2028 and to increase the Agreement’s amount by \$150,000 for a total not to exceed amount of \$310,000 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 2.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2.0, “Payment Provisions”, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$310,000.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, “Term of Agreement”, to read as follows:

The term of this Agreement is from July 1, 2024 to June 30, 2028, unless sooner terminated

pursuant to the terms of this Agreement.

3. Amend Section A “Scope of Services” of Exhibit A – Scope of Services Payment Provisions to include the following Sub-Section after Sub-Section A.1:

A.2 Security

All multifunction devices (MFDs) provided under this Agreement must comply with County security policy and requirements outlined below due to the handling of sensitive and confidential information.

- **Data Protection (At Rest):**
All internal storage devices (hard drives, SSDs, or equivalent) must utilize AES-256 encryption at all times. Encryption keys must be securely managed and not accessible to unauthorized personnel.
- **Data Protection (In Transit):**
All data transmitted to and from the device (print, scan, management traffic) must be encrypted using secure protocols (e.g., TLS 1.2 or higher). Insecure protocols (e.g., FTP, Telnet, SMBv1) must be disabled.
- **Data Retention and Sanitization:**
Devices must be configured to automatically overwrite all stored data immediately after each job, ensuring no residual data remains.
No scanned, printed, or copied data shall be retained on the device beyond the time required to complete the job.
- **End-of-Life Media Handling:**
Upon removal, replacement, or end-of-life of any device, CONTRACTOR shall:
 - 1) Remove all internal storage media and return it to the County, or
 - 2) Provide certified destruction of the storage media in accordance with recognized standards (e.g., NIST 800-88), including written documentation.
- **Access Control and Authentication:**
Devices must support secure user authentication (e.g., PIN, badge access, or directory integration such as Active Directory) to release print jobs and access scan functionality.
Authentication and secure print release shall be enabled at the County’s discretion.
- **Device Hardening:**
 - Default credentials must be changed prior to deployment
 - Unnecessary services, ports, and protocols must be disabled
 - Administrative access must be restricted and logged

- Remote management access must be limited to authorized networks
 - Firmware and Patch Management:
CONTRACTOR shall ensure all devices are maintained with current, vendor-supported firmware and security patches. Critical vulnerabilities must be remediated within a defined timeframe (e.g., 30 days or sooner).
 - Logging and Monitoring:
Devices must support logging of security-relevant events (e.g., authentication, configuration changes, access attempts). Logs should be retained and made available to the County upon request.
 - Incident Reporting:
Any unauthorized access, data exposure, or suspected breach involving the device must be reported to the County within 24 hours, including known details, impact, and remediation actions.
 - Network Security Controls:
Devices shall not be configured to bridge multiple networks. The use of multiple active network interfaces (wired, wireless, cellular, or analog lines) is prohibited unless explicitly approved by the County.
4. Amend the first sentence of Sub-Section C.1 “Compensation/Payment” of Section C. “Payment Provisions” of Exhibit A – Scope of Services Payment Provisions to read as follows:
- County shall pay an amount not to exceed **\$310,000** for the performance of all things necessary for or incidental to the performance of work set forth in the Scope of Services.
5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR

By:

Chief Contracts & Procurement Officer

Date:

Approved as to Fiscal Provisions:

By: DocuSigned by:
Patricia Ruiz

579EF64E5745456
Auditor/Controller

Date: 6/11/2026

Approved as to Liability Provisions:

By: _____
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by:
AKB

07028F3AA30B4A...
Anne K. Brereton
Deputy County Counsel

Date: 6/10/2026

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

By: DocuSigned by:
Cathy Hetherington

7C0C08870E58441
(Signature of Chair, President, or Vice-President)

Cathy Hetherington, Vice President of Operations
& Assistant Treasurer
Print Name and Title

Date: 6/10/2026

By: DocuSigned by:
Joe Reeves

BCE6AB79DCC0450
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Joe Reeves, President & CFO
Print Name and Title

Date: 6/10/2026

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.