

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

THIS AMENDMENT NO. 1 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 County has a continued need for services; and

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

WHEREAS, the Parties wish to amend the Agreement 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 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

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 \$160,000.

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, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. 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 **\$160,000** for the performance of all things necessary for or incidental to the performance of work set forth in the Scope of Services.

4. 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.
5. This Amendment No. 1 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. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR

By: DocuSigned by:
Debra Wilson
7B741627AA0D41B...
Contracts/Purchasing Officer

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

Date: 4/23/2025

By: DocuSigned by:
Cathy Hetherington
7C0C08870E98441...
(Signature of Chair, President, or Vice-President)

Approved as to Fiscal Provisions:

Cathy Hetherington, Vice President of Operations
Print Name and Title

By: DocuSigned by:
Patricia Ruiz
E73E90E237434F0...
Auditor/Controller

Date: 4/22/2025

Date: 4/23/2025

Approved as to Liability Provisions:

By: DocuSigned by:
Joe Reeves
BCE6AB79DCCD450...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

By: _____
Risk Management**

Joe Reeves, President & CFO
Print Name and Title

Date: _____

Date: 4/22/2025

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

By: Signed by:
Anne K. Brereton
U7029F3AA3B54A4...
Anne K. Brereton
Deputy County Counsel

Date: 4/22/2025

*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.