

1 AGREEMENT

2 **30849**

3 THIS AGREEMENT is made and entered, in duplicate, as of August 25,
4 2008 for reference purposes only, pursuant to Resolution No. RES-08-0095, adopted by
5 the City Council of the City of Long Beach at its meeting on August 19, 2008, by and
6 between SHARP ELECTRONICS CORPORATION, a New York corporation, whose
7 address is One Sharp Plaza, Mahwah, New Jersey 07430-2135 ("Contractor"), and the
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City
10 to participate in joint and cooperative purchasing of services, supplies, materials,
11 equipment, and labor with other cities, counties, districts, the State, the federal
12 government, and other governmental agencies when authorized by a resolution; and

13 WHEREAS, the City desires to purchase maintenance and supplies of
14 multi-function devices; and

15 WHEREAS, the National Joint Powers Alliance has an existing contract with
16 Contractor for the purchase, maintenance and supplies of multi-function devices under
17 Contract No. 101802 for the time period of March 27, 2003 through March 28, 2008
18 ("NJPA Contract"); and

19 WHEREAS, the National Joint Powers Alliance has an existing contract with
20 Contractor for the purchase, maintenance and supplies of multi-function devices under
21 Contract No. 021808-SP for the time period of March 20, 2008 through March 19, 2012
22 ("NJPA Contract"); and

23 WHEREAS, Resolution No. RES-08-0095 authorizes the City Purchasing
24 Agent to purchase from Contractor maintenance and supplies of multi-function devices by
25 virtue of the NJPA Contract;

26 NOW, THEREFORE, in consideration of the terms and conditions
27 contained in this Agreement, the parties agree as follows:

- 28 1. The NJPA Contract with Contractor is incorporated by this reference

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 as if fully set forth, and the same terms and conditions contained in the NJPA Contract
2 shall be applicable here except as follows:

3 A. Wherever the NJPA Contract refers to the National Joint
4 Powers Alliance, it shall be deemed to refer to the City of Long Beach;

5 B. Contractor shall sell, furnish and deliver to the City
6 maintenance and supplies of substantially the same type and kind purchased by
7 the National Joint Powers Alliance and on the same terms and conditions offered
8 to the National Joint Powers Alliance, except as modified by Exhibit "A" attached to
9 and incorporated in this Agreement, for an amount not to exceed Seven Hundred
10 Thousand Dollars (\$700,000.00) including tax, plus a ten percent (10%)
11 contingency if necessary and if funds are available, for a period extending until the
12 warranty on the maintenance and supplies of multi-function devices expires. To
13 the extent that the NJPA Contract and this Agreement are inconsistent, the
14 following priority shall govern: (1) this Agreement and (2) the NJPA Contract.

15 C. Payment for the equipment purchased from Contractor by the
16 City shall be made by the City on delivery to and acceptance of the equipment by
17 the City and submittal of an invoice to the City. Payment is due thirty (30) days
18 after the date of the invoice.

19 D. All warranties shall accrue to the City of Long Beach.

20 E. The parties may, by mutual agreement, amend this
21 Agreement with the approval of the City's City Council.

22 2. Neither this Agreement nor any money that becomes due to
23 Contractor under this Agreement may be assigned by Contractor without the prior written
24 consent of the City Manager or his designee.

25 3. Any notice given under this Agreement shall be in writing and
26 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
27 delivered or mailed to Contractor at the relevant address first stated above, and to the
28 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.

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1 Notice shall be deemed given three days after deposit in the mail.

2 4. The terms appearing on the NJPA Contract are incorporated in this
3 Agreement.

4 5. Contractor shall cooperate with the City in all matters relating to self-
5 accrual of use tax. Contractor shall contact the City Treasurer for additional information
6 regarding self-accrual.

7 6. This Agreement and all documents which are incorporated by
8 reference in this Agreement constitute the entire understanding between the parties and
9 supersede all other Agreements, oral or written, with respect to the subject matter of this
10 Agreement. If there is any legal proceeding between the parties to enforce or interpret
11 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall
12 be entitled to its costs and expenses, including reasonable attorney's fees.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

SHARP ELECTRONICS CORPORATION,
a New York corporation

Sept 4, 2008, 2008

By Richard L Boomsma

Richard L Boomsma.
(Type or Print Name)

Sept 4, 2008, 2008

By Joseph M. Hargen

JOSEPH M. HARGEN
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

9.29, 2008

By [Signature] Assistant City Manager

City Manager **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

"City"

This Agreement is approved as to form on 9-15-08,

2008.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

JENNIFER JEAN BROWN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/11/2012

Jennifer Jean Brown

Sworn to and subscribed
before me this
9 day of Sept, 2008

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SHARP ELECTRONICS CORPORATION
UNANIMOUS WRITTEN CONSENT OF
BOARD OF DIRECTORS

June 22, 2004

The undersigned, constituting all the members of the Board of Directors of Sharp Electronics Corporation, a New York corporation (the "Corporation"), in accordance with Section 708(b) of the Business Corporation Law of the State of New York, hereby consent to the adoption of the following resolutions effective as of the date hereof, and direct that this consent be filed with the minutes of the Board of Directors:

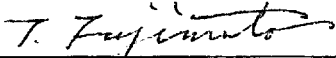
WHEREAS, resolutions adopted by the Board of Directors August 11, 1997 regarding the authorization of officials of the Corporation have become out of date and should also be revised to reflect current responsibilities and titles;

NOW, THEREFORE, BE IT


RESOLVED that either the Vice President Sales Operations or the Director of Government Sales be and hereby is authorized to make bids on behalf of the Corporation with governmental agencies, authorities and subdivisions for the sale of products pursuant to such bids; and further

RESOLVED, that either the Vice President Sales Operations or the Director of Corporate Account Sales be and hereby is authorized to make bids on behalf of the Corporation with corporate accounts for the sale of products pursuant to such bids; and further

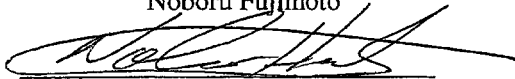
RESOLVED, that the Vice President Sales Operations, the Director of Government Sales or the Director of Corporate Account Sales and the other proper officials of the Corporation be, and they hereby are, authorized to do and perform such acts and things and to sign such documents and certificates and to take all such other action as they may deem necessary or advisable to carry out the intent of the foregoing resolutions and to fully perform the provisions of any and all bid documents executed and delivered on behalf of the Corporation pursuant to these resolutions.



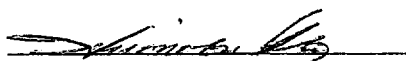
Toshihiko Fujimoto



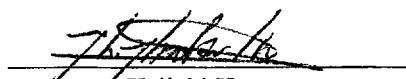
Noboru Fujimoto



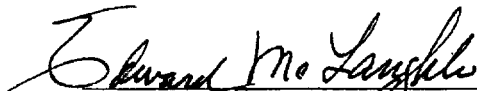
Nobuo Harada



Hironobu Ito



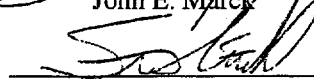
Keiichi Katsuta



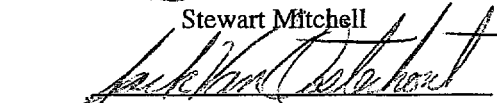
Edward McLaughlin



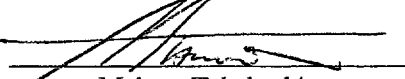
John E. Marck



Stewart Mitchell



Jack Van Oosterhout



Makoto Takahashi

EXHIBIT "A"

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