

35260

SHARP BUSINESS SYSTEMS

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Sharp Electronics Corporation through its Sharp Business Systems Division.

CUSTOMER INFORMATION

FULL LEGAL NAME City of Long Beach			STREET ADDRESS 411 W Ocean Blvd		APPROVED AS TO FORM FAX <u>6-25, 2019</u>
CITY Long Beach	STATE CA	ZIP 90802	PHONE 562-570-5000		
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS		CHARLES PARKIN, City Attorney
CITY	STATE	ZIP	E-MAIL		By  AMY R. WEBBER DEPUTY CITY ATTORNEY
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)					

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES See Attached Schedule A	NOT FINANCED UNDER THIS AGREEMENT <input type="checkbox"/>	SERIAL NO.	STARTING METER
<input checked="" type="checkbox"/> See the attached Schedule A		<input type="checkbox"/> See the attached Billing Schedule	

TERM AND PAYMENT SCHEDULE

60 Payments* of \$ 9,560.00 The lease contract payment ("Payment") period is monthly unless otherwise indicated. **plus applicable taxes*

Payment includes _____	Black and White Images per month	Overages billed monthly at \$ _____	per image*
Payment includes _____	Color Images per month	Overages billed monthly at \$ _____	per image*
Payment includes _____	Scan Images per month	Overages billed monthly at \$ _____	per image*
Payment includes _____	Fax Images per month	Overages billed monthly at \$ _____	per image*


By initialing here, you agree that service and supplies are not included in this Agreement.

END OF LEASE OPTIONS

you will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the current market value of the Equipment. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

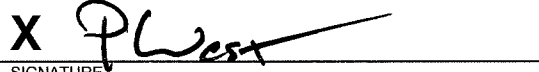
THIS IS A NONCANCELABLE / NONREFUNDABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED, ASSIGNED OR TERMINATED, BY CUSTOMER.

LESSOR ACCEPTANCE

Sharp Electronics Corporation through its Sharp Business Systems Division		TITLE	DATED
LESSOR	SIGNATURE		

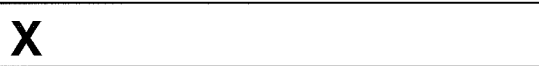
CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Upon signing below, your promises herein will be irrevocable and unconditional in all respects.

City of Long Beach		CITY Mgr.	6/26/19
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE
FEDERAL TAX I.D. #	PATRICK WEST PRINT NAME		

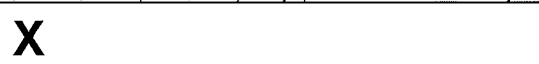
CONTINUING GUARANTY

you unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff or defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding on your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Lessor or Lessor's assignee related to this guaranty and the Agreement. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

	SIGNATURE (AS AN INDIVIDUAL)	HOME PHONE	DATED
GUARANTOR			

ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

	SIGNATURE	TITLE	DATE OF DELIVERY
CUSTOMER (as referenced above)			

AGREEMENT: For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items"), which are included in the word "Equipment" unless separately stated), all as described on page 1 of this agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance and ratification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date in an amount equal to 1/30th of the Payment. This Agreement will automatically renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee up to an amount of \$125.00 as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply payments, received from you, to any amounts due and owed to us under the terms of this Agreement or any other agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent we may charge you, in addition to other amounts owed, an early termination fee up to 15% of the price of the Equipment.

MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturer and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense in a retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We own the Equipment but we do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment upon return, including but not limited to hard drives, disk drives or any other form of memory.

COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs which would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and, if we request, to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted 10%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You must notify us within 30 days if you reorganize or merge with another entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial condition or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue (twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right to immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fees. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The original of this Agreement shall be the copy which bears your facsimile or original signature, and which bears our original signature. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communication regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and message may incur access fees from your provider.

WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST ANY AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCE ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. **YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE.** For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the Equipment, accessories, and, unless otherwise indicated on the face, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. The service and maintenance of the Equipment may be governed by a separate terms and conditions service agreement.

OVERAGES AND COST ADJUSTMENTS: You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first year of this Agreement and once each successive twelve-month period, the Payment and the Overage charges may be increased by a maximum of 15% of the then existing charge. Images made on equipment marked as not financed under this Agreement will be included in determining our image and overage charges. We will also review your scan meter. If your scan meter exceeds your output (image) meter, you may be charged additionally for excessive scan meter usage. A "scan" is defined as the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. Meter Readings may be obtained remotely under certain circumstances and you consent to our ability to obtain remote meter readings.

UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTION OR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT: To help the United States fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your legal name, address, Tax ID#, and other information that will allow us to identify you. We may also ask for copies of certified articles of organization, an unexpired government issued business license, a partnership agreement or other documents that indicate the existence and standing of the entity.

VALUE LEASE AGREEMENT ADDENDUM

This Value Lease Agreement Addendum ("Addendum") is made part of and amends that certain Value Lease Agreement dated _____ by and between Sharp Electronics Corporation through its Sharp Business Systems Division ("Lessor") and City of Long Beach ("Lessee"). The words "you" and "your" refer to the Lessee and the words "we", "us" and "our" refer to the Lessor. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Lease.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Lease, it is hereby agreed as follows:

A. Section 4 of the Lease is hereby deleted in its entirety and replaced with the following:

"COLLATERAL PROTECTION ;INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment insured on a replacement cost basis with and "All Risk" real property insurance policy, with us as lender's loss payee, in an amount not less than the original cost until this agreement is terminated. You also agree to maintain commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming us as additional insured on a form equivalent in coverage scope to ISO CG 20 10 04 13 in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Your insurance or self-insurance will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE OR SELF-INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if we request, to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you agree to pay us the unpaid balance of the agreement including future rent to the end of the term, plus the anticipated purchase price, both discounted at 2%. Any proceeds of insurance will be paid to us and credited against loss or damage. All indemnities will survive the expiration or termination of the Agreement.

It is expressly agreed by the parties that this Addendum is supplemental to the Lease which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.

In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Lease, the provisions of this Addendum shall in all respects govern and control.

This Addendum may be executed by one or more of the parties on any number of separate counterparts, each of which counterparts shall be an original, but all of which when together shall be deemed to constitute one and the same instrument.

This Addendum has been executed and delivered in, and shall be construed in accordance with the laws of the State of California.

The terms hereof may not be terminated, amended, supplemented or modified orally, but only by an instrument duly authorized by each of the parties hereto.

You agree that a facsimile copy of this letter agreement with facsimile signatures may be treated as an original and will be admissible as evidence in a court of law.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth above.

APPROVED AS TO FORM

6-25, 2019

CHARLES PARKIN, City Attorney

By 
AMY R. WEBBER
DEPUTY CITY ATTORNEY

CITY OF LONG BEACH

By: PL West

Print name: Patrick West

Title: City Mgr.

SHARP ELECTRONICS CORPORATION
THROUGH ITS SHARP BUSINESS SYSTEMS DIVISION

By: _____

Print name: _____

Title: _____

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name <u>City of Long Beach</u> DBA Name (If Any) _____
	Billing Address <u>4100 W Ocean Blvd</u> Phone Number <u>562-570-2300</u>
	City <u>Long Beach</u> County _____ State <u>CA</u> Zip Code <u>90802</u>
	Agreement Number <u>HSB-169</u> Agreement Date _____

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

APPROVED AS TO FORM
6-25, 2019
 CHARLES PARKIN, City Attorney
 By Amy R. Webber
 AMY R. WEBBER
 DEPUTY CITY ATTORNEY

CUSTOMER SIGNATURE	Signature X <u>[Signature]</u> <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name <u>PAT WEST</u>
	Title <u>City Mgr</u> Date <u>6/26/19</u>
	Name of Government Entity <u>City of Long Beach</u>

ACCEPTED BY COMPANY	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

17ANC016v1

DELIVERY & ACCEPTANCE CERTIFICATE

Customer certifies that the Equipment listed on the above-referenced Agreement: 1) has been received, fully installed, and inspected, and 2) is fully operational and unconditionally accepted, in good working order and unconditionally accepted for all purposes. Further, all conditions and terms of the Agreement have been reviewed and acknowledged. Upon Customer's signing below, Customer's promises in the Agreement will be irrevocable and unconditional in all respects.

City of Long Beach

Customer

X

Signature

Type or Print Name

Title

Date

P West

PATRICK WEST

City Mgr.

6/26/19

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Schedule "A"

APPLICATION NO.
HSB-169

AGREEMENT NO.

SHARP BUSINESS SYSTEMS

This Schedule "A" is to be attached to and becomes part of the Agreement dated _____ by and between the undersigned and Sharp Electronics Corporation through its Sharp Business Systems Division.

EQUIPMENT DESCRIPTION

Table with 4 columns: MAKE/MODEL/ACCESSORIES, NOT FINANCED UNDER THIS AGREEMENT, SERIAL NO., and STARTING METER. Contains 25 rows of equipment entries, all listed as Sharp MX-6071.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

City of Long Beach

X PL West
SIGNATURE

City Manager / J. C. ...
TITLE DATED

CUSTOMER

SBS Schedule "A"



Schedule "A"

APPLICATION NO.
HSB-169

AGREEMENT NO.

SHARP BUSINESS SYSTEMS

This Schedule "A" is to be attached to and becomes part of the Agreement dated _____ by and between the undersigned and **Sharp Electronics Corporation through its Sharp Business Systems Division.**

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	SERIAL NO.	STARTING METER
Sharp MX-4071	<input type="checkbox"/>		
Sharp MX-4071	<input type="checkbox"/>		
Sharp MX-4071	<input type="checkbox"/>		
Sharp MX-4071	<input type="checkbox"/>		
Sharp MX-4071	<input type="checkbox"/>		
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CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

City of Long Beach

X *PL West*
SIGNATURE

City Mgr 6/26/19
TITLE DATED

CUSTOMER

Customer: City of Long Beach	Order #:	Date: 6/13/2019
Ship to: 4100 W. Ocean Blvd Long Beach, Ca 90802	Bill to: Same as Ship To	
Contact Name: Cason Lee	Contact Phone: 562-570-5553	
Representative: Molly Harner	PO Number: BPTS19000003	
		Terms - Special Net 30
		Carrier - SBS-SD

Comments: Tax Rate TBD

Qty	Product #	Description	Unit Price	Total
32		60 PPM Sharp Color MFP with Papercut License Monthly Pymt	\$142.44	\$4,558.08
24		40 PPM Sharp Color MFP with Papercut License Monthly Pymt	\$109.44	\$2,626.56
144		Papercut License for remaining 144 units	\$15.44	\$2,223.36
		Pricing includes delivery, installation, and networking on all MFPs		\$0.00
		Pricing includes set up and installation for Papercut software		\$0.00
		Pricing includes 5 years of maintenance on Papercut software		\$0.00
14	Fax Board	Fax boards for MX-6071	\$8.00	\$112.00
4	Fax Board	Fax boards for MX-4071	\$10.00	\$40.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

	SUB TOTAL	\$9,560.00
	TAX RATE 0.00%	\$0.00
	TOTAL	\$9,560.00
	non-taxed TOTAL	\$0.00
	GRAND TOTAL	\$9,560.00

Customer Acceptance:

PL West

Municipal Authorization

Date:

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated _____, 2019 between Sharp Electronics Corporation through its Sharp Business Systems Division (herein called "Creditor") and City of Long Beach (herein called "Obligor") for the financing of _____ (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement and set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Lessee and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Lessee has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

Name: _____

Name: PATRICK WEST

Title: _____

Title: City Mgr

Signature _____

P West
Signature

Date _____

Date 6/26/19

APPROVED AS TO FORM

6-25, 2019

CHARLES PARKIN, City Attorney

By Amy R Webber
AMY R. WEBBER
DEPUTY CITY ATTORNEY

SHARP[®]

SHARP BUSINESS SYSTEMS

City of Long Beach
Long Beach, CA

Statement of Work

Prepared By: James Robinson



SHARP BUSINESS SYSTEMS

Customer: City of Long Beach – Long Beach, CA

Project Description: PaperCut MF Implementation

Reseller: Sharp Business Systems - CA

Prepared By: James Robinson – Solutions Manager

DEFINITION

This document will outline in detail the solution proposed by, Sharp Business Systems - CA, contingent upon the completed purchase order. The goals, objectives, requirements, and guidelines relating to this solution are governed by this Statement of Work ("SOW"). This solution will be delivered to the City of Long Beach – Long Beach, CA.

GOALS AND OBJECTIVES

Implement the following General Objectives:

Print Tracking, Copy Tracking, Fax Tracking, Scan Tracking, Find Me Printing, Secure Print Release, Guest Printing

LINE ITEMS AND QUANTITY

Product Name **Papercut MF Version 19.0.6 (Build 49856)**

Sharp Devices **200**

Users **Unlimited**

Site Licensees **Unlimited**

Sharp will be the single point of contact for all issues related to the line items detailed above, and be responsible for:

Direction required to meet the project deliverables.

Ensuring the availability of information and other resources needed by personnel to complete the/their assignments.

Reviewing deliverables created as a result of this engagement.

Installation and implementation services as outlined in the purchased line items and quantity.



SHARP BUSINESS SYSTEMS

General Configuration Items

Estimated hours for completion of Sharp responsibilities for software only: About Three Weeks

Sharp will install PaperCut MF on up to 3 total servers with Version 19.0.6 Build (49856) consisting of the following OS(s):
Windows OS - Windows 2012 R2/Windows 2016/Windows 2019

The application server will be hosted on a Virtual Machine/Dedicated Machine, and resources will be Shared Pool. The application server will have 8 gigabytes of RAM, 4/8 CPU cores, and 100 gigabytes of free hard drive space.

The PaperCut application database will reside on a database – Built into the Papercut software. SQL required if over 5000 users

Print Queue: will be defined by a Queue Name that the City of Long Beach will Provide. There will be 4 Queues that are shared per floor. They are as followed

1. FMPCH11 (Sample) PCL – FollowmePrint Queue (Pre-Determined Machines will be available for Job Release)
2. FMPCH11-PS (Sample) PS - FollowmePrint Queue (Pre-Determined Machines will be available for Job Release)
3. FMPCHALL (Sample) PCL - FollowmePrint Queue (All Machines will be available for Job Release)
4. FMPCHALL-PS (Sample) PS - FollowmePrint Queue (All Machines will be available for Job Release)

Guest Printing: will be done with Email submission, a Guest will send an email to TBD@longbeach.gov with there attachment. The will receive a code which will allow them to walk up and print their job from any device that the City of Long Beach approves.

Customer workstations will have the following OS version(s):
Windows OS/Mac OS

Sharp will embed 200 total licensed MFDs.

Users will authenticate at the embedded MFPs via: Swipe card/FOB, Username and password

The following card reader(s) and card type(s) to be used are:
RFIdeas card readers

Sharp will import Card numbers into PaperCut - Self-association will be required.

User Information will be supplied via Active Directory, Security Group (Active Directory only); Organizational

Unit (Active Directory only)



SHARP BUSINESS SYSTEMS

ACCEPTANCE

Upon purchase of services and execution of this agreement by all parties, preparation for the Implementation will begin. The installation will be performed by Sharp Professional Services Team. IT support personnel from the City of Long Beach – Long Beach, CA, must be available to provide administrative login access to the Systems, and any additional network information required. Options within the application will be configured by a Sharp Professional Services Team Member.

APPROVAL

City of Long Beach – Long Beach, CA and Sharp Business Systems - CA understands the complete Statement of Work (SOW) outlined above, and by signing below agrees to all work defined by the SOW. Also, this SOW shall be governed by the terms and conditions of that certain Agreement by and between Sharp Business Systems - CA, Inc. and The City of Long Beach-Long Beach, CA, and addenda that the parties may enter into thereto, the terms and conditions of which shall be incorporated herein by reference.

Sharp Business Systems - CA has read and acknowledged that the customer site meets all system requirements: <https://www.papercut.com/products/mf/system-requirements/>

Sharp Business Systems - CA has read and acknowledged that appropriate resources will be allocated to the PaperCut application host server: <https://www.papercut.com/kb/Main/PaperCutOnVM>

Sharp Business System – CA is not held responsible for the purchase and installation of any required operating system software and licenses that are not included in the sales quotation.

Sharp Business Systems – CA is not held responsible for purchasing any required Microsoft SQL Licenses that are not included in the sales quotation.

Sharp Business Systems - CA agrees to have an onsite resource available during the installation.

Before the implementation of this project, Sharp Business Systems – CA and The City of Long Beach – Long Beach, CA guarantees that the following will be complete:

Each server and other related equipment is installed and configured with TCP/IP.

Each server is installed with the printer drivers for all printing devices.

Each server is accessible by the PaperCut installation engineer during the site installation.

Each client machine is connected to the site network.

Each client machine can access the required servers.

Each printer is connected to the site network.



SHARP BUSINESS SYSTEMS

SUPPORT TERMS AND CONDITIONS

STEADY STATE / ONGOING SUPPORT

Support by Sharp Business Systems - CA Technical Services team shall commence upon verification of purchased services and components being recognized to be fully implemented. Additional support is available through software knowledgebase articles and documentation.

SUPPORT OVERVIEW

Customer is advised to contact Sharp Business Systems - CA prior to updating or changing any configuration to systems, network, and hardware affected by the components installed and configured in this SOW.

It is the responsibility of the customer to perform any and all necessary backups prior to and after installation of applications/software.

SUPPORT ENTITLEMENT

Accessibility to Sharp Business Systems Technical Services is determined by the type of support product purchased from Sharp Business Systems – CA: Unlimited support both On-Site/Remote for the term of the lease.

EMAIL SUPPORT BY Sharp Business Systems

Emailing SBSSDDispatchSupplies@sharpsec.com will generate an automated support ticket in the Sharp Business Systems help desk database.

PHONE SUPPORT BY ACDI

Telephone support can be accessed by utilizing **1-888.258.2802**

PAPERCUT INSTALLATION MINIMUM REQUIREMENTS:

Please reference the following link for the current PaperCut MF/NG System Requirements:
<https://www.papercut.com/products/mf/system-requirements/>



SHARP BUSINESS SYSTEMS

COMPLETION CRITERIA

The SOW will be considered complete when the configuration has fulfilled the purchased service line items outlined in this document. Customer understands the complete Statement of Work (SOW) outlined above, and by signing below or not responding within five business days agrees that all work is complete with deliverables. Otherwise, acceptance shall be governed by the Reseller Agreement.

Signature (Sharp Business Systems)

Signature (City of Long Beach)

PATRICK West 6/26/19

Print Name Date

SHARP®

SHARP BUSINESS SYSTEMS

NOTES
