

FLOYD COUNTY BOARD OF EDUCATION Anna Whitaker Shepherd, Superintendent 442 KY RT 550 Eastern, KY 41622 Telephone (606) 886-2354 Fax (606) 886-4550 www.floyd.kyschools.us

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FLOYD COUNTY BOARD OF EDUCATION ISSUE PAPER

Date: 1/24/22

Action Item: Consider/Approve: Lease agreement with Superior Office Service for Risograph

Applicable Statue or Regulation: BOE Policy 01.11 General Powers and duties of the board.

<u>Fiscal/Budgetary Impact</u>: The service agreement for the Risograph is \$800.00 per year. This will be paid out of section 6.

Recommended Action: Approve as presented.

Contact Person: Jonathan Parsons Principal at Betsy Layne Elementary

Jonathan Parsons

Principal

Director

Superintendent

SUPERIOR OFFICE SERVICE, INC. MAINTENANCE AGREEMENT

Superior Office Service, Inc., (Superior) agrees to provide and the Customer agrees to accept maintenance service on the equipment listed, at the annual charges indicated in the attached equipment list, in accordance with the following terms and conditions.

1. TERM

This agreement is effective from the commencement date and shall continue for a period of one (1) year. Further, such agreement shall be automatically renewed on an annual basis, unless written notice is provided by either party at least thirty (30) days prior to the anniversary date of the agreement. All agreements shall be billed and paid one year in advance unless noted otherwise.

2. MAINTENANCE SERVICE

Superior agrees to provide maintenance service availability Monday thru Friday, from 8:00AM to 5:00 PM, and keep the equipment in good working order while operated in accordance with Superior published specifications while the equipment is located within Superior area of responsibility.

The maintenance provided is based on the specific performance standard needs of individual products as determined by Superior Maintenance Technicians – during a reported service call or at the discretion of the Superior Service Manager. On call remedial maintenance will be provided and will include adjustments, lubrications and replacement of parts deemed necessary by Superior.

3. CHARGES

All service calls made on equipment not under maintenance contract shall be invoiced immediately at prevailing rates. The contract is subject to change upon Renewal Date.

4. INITIAL INSPECTION AND REPAIR

If the equipment to be covered by this agreement is not under Superior maintenance responsibility, nor covered by Superior standard warranty, immediately prior to the commencement date of this Agreement, it shall be subject to a chargeable inspection by Superior. Superior shall take such action as may be necessary in its judgment to place the equipment in good operating condition, including without limitation, making repairs and adjustments and replacing parts. The Customer shall pay for all labor and materials used in connection therewith at Superior then current commercial rates, unless otherwise noted.

5. SUPERIOR PROPERTY

Maintenance software, test equipment and similar property used by Superior at the installation site (even if shipped with equipment) shall remain the exclusive property of Superior and shall be for the sole use of Superior and under control of Superior.

6. ACCESS TO EQUIPMENT

Superior shall have full and free access to the equipment to provide service thereon.