

FLOYD COUNTY BOARD OF EDUCATION  
Danny Adkins, Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
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Linda C. Gearheart, Board Chair - District 1  
William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member - District 2  
Keith Smallwood, Member - District 4  
Steve Stone, Member - District 5

**FLOYD COUNTY BOARD OF EDUCATION ISSUE PAPER**

**Date:** April 7<sup>th</sup>, 2023


**Action Item:** Consider/Approve: Lease agreement with American Business System.


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

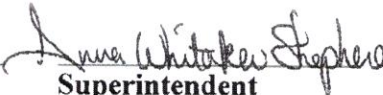
**Fiscal/Budgetary Impact:** The service agreement for the Risograph # 79704181 and and #79704237. Cost is \$400 each. Total 800.00.

**Recommended Action:** Approve as presented.

**Contact Person:** Jonathan Parsons Principal at Betsy Layne Elementary

  
Principal

  
Director

  
Superintendent

# Superior Office Service, Inc.

108 West 8th Avenue  
Huntington, West Virginia 25701

208 Leon Sullivan Way  
Charleston, West Virginia 25301

## Maintenance Contract

Name: BETSY LANE ELEMENTARY SCHOOL

Address: 256 SCHOOL ST.

Billing: BETSY LANE KY 41605

Commencement Date: The Commencement Date for the agreement shall be in accordance with the conditions below.

Please note: Overage charges will be assessed for any copies over the copy limit.

Start Date: 3/11/2023

End Date: 3/11/2024

Start Meter: \_\_\_\_\_

End Meter: \_\_\_\_\_

Please record current meter reading at time of signature.

Model/Serial #	Annual Volume	Overage	Annual Charge
EZZ20 #79704237	100,000	.004	\$400.00

New:            Renewal:             Amended:

**Additional Remarks**

MUNICIPAL FISCAL FUNDING OUT CLAUSE APPLIES SHOULD FUNDS NOT BE AVAILABLE FOR PAYMENT OF CONTRACT NO FURTHER OBLIGATIONS WILL BE DUE

By: \_\_\_\_\_

Customer

Signature: \_\_\_\_\_

P.O.#: \_\_\_\_\_ Date: \_\_\_\_\_

By: RICK STOLFR

Superior Representative

*Rick Stolfr*

Date: 3/30/23

TERMS AND CONDITIONS PURSUANT TO SUPERIOR OFFICE SERVICE, INC. MAINTENANCE AGREEMENT.

Please sign and mail to Superior Office Service, Inc. 108 West 8th Ave., Huntington, WV 25701, or fax to (304)525-7051.

Thank you in advance for your purchase.

# Superior Office Service, Inc.

108 West 8th Avenue  
Huntington, West Virginia 25701

208 Leon Sullivan Way  
Charleston, West Virginia 25301

## Maintenance Contract

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Please note: Overage charges will be assessed for any copies over the copy limit.

Start Date: 3/11/2023 End Date: 3/11/2024

Start Meter: \_\_\_\_\_

End Meter: \_\_\_\_\_

Please record current meter reading at time of signature.

Model/Serial #	Annual Volume	Overage	Annual Charge
EZ220 #79704181	100,000	.004	\$400.00

New:            Renewal:     Amended:

### Additional Remarks

MUNICIPAL FISCAL FUNDING OUT CLAUSE APPLIES SHOULD FUNDS NOT BE AVAILABLE FOR PAYMENT OF CONTRACT NO FURTHER OBLIGATIONS WILL BE DUE

By: \_\_\_\_\_

Customer

Signature: \_\_\_\_\_

By: RICK STOLER

Superior Representative

Signature: 

P.O.#: \_\_\_\_\_ Date: \_\_\_\_\_

Date: 13/30/23

TERMS AND CONDITIONS PURSUANT TO SUPERIOR OFFICE SERVICE, INC. MAINTENANCE AGREEMENT.

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Thank you in advance for your purchase.

# **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.

## 7. EXCLUSIONS

Maintenance service (no charge) is contingent upon the proper use of all equipment and does not include:

- A) Electrical work external to the equipment or maintenance of accessories, attachments or other devices not furnished by Superior.
- B) Service caused by supply items that do not meet Superior specifications.
- C) Repair of damage or increase in service time resulting from:
  - (1) Accident, transportation, neglect, theft, fire or water damage, misuse or other than ordinary use.
  - (2) Failure of electrical power, air conditioning or humidity control.
  - (3) Alterations which include but are not limited to, any changes in Superior design, installation or removal of Superior features, or any other modification whenever any of the foregoing are performed by other than Superior representatives.
- D) Expendable supply items (*toner or staples*) or materials therefore, unless specifically noted in contract.
- E) Making specification changes or performing services connected with relocation of Equipment and adding or removing accessories, attachments or other devices.
- F) Such service which is impractical for Superior representatives to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device.
- G) Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by Superior.
- H) Problems relating to or caused by other software, computer updates, and/or network issues. These issues could result in a charge by IT staff.
- I) Problems relating to or caused by operating environment including electrical power, heating, air conditioning and humidity which are not within Superior specifications.

## 8. MODIFICATIONS

If persons other than Superior representatives perform maintenance or repair of a unit of equipment, and as a result further repair by Superior is required, such repairs are not included in the charges set forth in this Agreement, and will be made at Superior applicable time and material rate and terms then in effect. Maintenance by third parties could be the basis for voiding any existing warranties.

## 9. ENGINEERING CHANGES

Engineering changes, determined applicable to Superior, will be controlled and installed by Superior at no charge on equipment covered by this Agreement. The Customer may, by providing notice subject to written confirmation by Superior, elect to have only mandatory changes, as determined by Superior installed on equipment so designated.