



FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Stone, Member - District 5

Consent Agenda Item (Action Item): Consider **Papercut Software Program** with Prosource for existing copiers. (1) eStudio 3525AC Color MFP copier and (3) eStudio 4528A Mono MFP

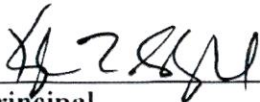
Applicable State or Regulations: KRS 162.90 Powers and Duties of the Local Board of Education. Board policy states that only the Board of Education can enter into contracts or agreements.

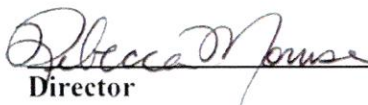
Fiscal/Budgetary Impact: Papercut Software paid through school monies from Section 6. School will be financing for 48 months for this program. Payable to DE LAGE LANDEN Financial Services, Inc. (Same company Prosource uses for our monthly copier lease agreement) Total Cost: \$7,285 to be paid in 4 installments. This new agreement will be paid yearly to DLL. \$2,199.94 each year will be budgeted from school's SEC 6 monies.

History/Background: Allen Elementary experienced unexpected increase for copier cost for lease agreements last year due to overage charges. This program will track usage per staff member throughout the building. Copiers are networked from each classroom and will complete a copy job only when employee enters a job code at the copier to allow it to print. Currently print jobs may be delayed or double printed.

Recommended Action: Approve the agreement as presented between Floyd County Schools/Allen elementary and Prosource.

Contact Person(s): Kyle Shepherd, Principal


Principal


Director


Superintendent

Date: September 10, 2024



SALES ORDER

SHIP TO				BILL TO			
Name		Allen Elementary		Name		Floyd County Schools	
Address		112 Eagle Lane		Address		106 N Front ST	
Address				Address			
City	Allen City	State	KY	Zip	41601	City	Prestonsburg
						State	KY
				Zip	41653		
Phone	606-874-2165	Fax		Phone		Fax	
PRIMARY CONTACTS							
Primary	Jerri Turner			Title			
Email	jerri.turner@floyd.kyschools.us			Phone			
IT				Title			
Email				Phone			
Accounting				Title			
Email				Phone			
EQUIPMENT / SOLUTIONS							
Papercut Software with 4 year maintenance							
<input type="checkbox"/> See Schedule A							
ADDITIONAL INFORMATION							
School financing over 48 months with 4 annual payments of \$2119.94.							
PURCHASE SUMMARY							
SALES PRICE (PLUS APPLICABLE TAXES)						\$	
SERVICE AGREEMENT							
MFP / PRINTER							
Agreement is valid for one year and covers all parts, labor and supplies except paper and staples.							
BLACK: Bills at \$ _____ per month. Includes _____ copies per month. Excess at \$ _____ per copy.							
COLOR: Bills at \$ _____ per month. Includes _____ copies per month. Excess at \$ _____ per copy.							
Excess charges bill: <input type="radio"/> Monthly <input checked="" type="radio"/> Quarterly							
ORDER ACCEPTANCE							
Prosource Representative						Date	
Customer Authorized Signer						Date	
Print Name of Authorized Signer						Purchase Order	

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT AND SUPERSEDES ALL OTHER DOCUMENTATION PERTAINING TO THE SALE AND/OR MAINTENANCE OF THE ABOVE ITEMS.

TERMS AND CONDITIONS

Customer hereby agrees to the following terms and conditions.

1. This Agreement shall become binding once approved and accepted by Prosource. This Agreement is not a sale on approval or trial basis. Provisions of this Agreement, once accepted by Prosource, constitute the entire Agreement between Customer and Prosource and supersede all other written or oral communication between the parties. Prosource is specifically not bound by any oral or written representations made by its employees or salespersons to Customer which do not appear herein in writing. This Agreement may not be cancelled or altered after acceptance without Prosource's written consent.
2. All rights, title or interest to the equipment or supplies described herein shall remain the property of Prosource (or its leasing agent) until paid in full.
3. Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the equipment.
4. Prosource makes no warranty, expressed or implied, of fitness for a particular use or merchantability.
5. All invoices are due and payable within fifteen (15) days from the date of invoice and Customer agrees to pay interest at a rate of 1 1/2% per month on any amounts not paid within those fifteen (15) days. Customer shall pay Prosource's costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against Customer, including attorney's fees whether or not suit be brought. Prosource reserves the right to hold service in the event customer's account balance is delinquent. If an account balance is delinquent, Prosource can declare any and all Agreements with the customer delinquent and hold service or supplies accordingly. If payment is not received by Prosource in accordance with payment terms, Prosource, at its option, may require a physical inspection of the equipment prior to acceptance of a new Service Agreement, with all costs incurred billed to the Customer.
6. Prosource shall not be liable for failure to deliver or for delays due to causes beyond our control, including without limitation, strikes, non-delivery, or delays by shippers, carriers or others, accidents, or government acts.
7. Customer hereby jointly and severally releases, acquits, forgives and discharges Prosource from any actions, claims, demands, suits, Agreements, judgments, liabilities, and proceedings, whether arising in equity or in law, as relates to this Agreement, and arising from the pick-up and disposal of Trade-In equipment. This release shall remain binding upon all successors in interest and personal representatives of the contracting parties, to the extent permitted by law.
8. Customer agrees that Prosource shall not incur any liability to Customer for any loss of business, loss of products, loss of data, expenses, or any other damage, direct, indirect or consequential, arising out of or in connection with the use or performance of this equipment.
9. All correspondence, notices, and inquiries should be directed to: Prosource, Attn: Customer Service, 4720 Glendale-Milford Rd., Cincinnati, Ohio 45242 or by email: customerservice@totalprosource.com.

SERVICE AGREEMENT

1. This Agreement is NON-CANCELLABLE for the term of the Agreement. Prosource may terminate this Agreement in the event equipment is modified, altered or serviced by personnel other than those employed by Prosource or its authorized servicing partners. This Agreement is non-refundable and will be renewed at the end of the contract period unless notification in writing is received within thirty (30) days prior to the renewal date. The Agreement is subject to annual increases not to exceed 15%. In the event Prosource cannot offer a regular Service Agreement because normal maintenance and parts replacement can no longer keep the equipment in satisfactory operating condition, at the sole discretion of Prosource, a Conditional Service Agreement may be offered. Customer shall not assign or transfer this Agreement or any interest herein to a third party without the prior written permission of Prosource. This Service Agreement is transferable to new equipment purchased from Prosource.
2. Prosource agrees to provide on-site service availability Monday through Friday, excluding holidays, from 8:00 A.M. to 5:00 P.M., and to keep the equipment in good working order while operated in accordance with published specifications while the equipment is located within Prosource's area of responsibility. Customer shall provide electrical service to the Equipment, and shall provide an environment that is reasonably free of dust, humidity, hazardous chemicals or erratic temperature changes. Failure to provide a suitable Equipment Environment may negate the terms of this Agreement. Customer agrees to provide full and free physical access during the on-site hours in this Agreement. Service rendered under the Service Agreement excludes any: (a) service or parts required by damage caused by accident, neglect, misuse, altering the equipment, unfavorable environmental conditions, electric current fluctuations, work performed by other than a representative of Prosource, or any force of nature, (b) service required due to the use of supplies not approved by Prosource, (c) service connected with the unauthorized relocation of equipment. In the event that the equipment is moved from the location set forth in this Agreement, at Prosource's option, this Agreement may be terminated and/or additional service charges may be made. Prosource agrees to provide toner in sufficient quantity appropriate to the Customer's usage and the manufacturer's published yields which are based on the industry standards of 80% coverage black and white and 20% coverage full color. In the event that the Customer's actual yield varies from the manufacturer's published yields by more than 20%, Prosource reserves the right to remedy this variance by either adjusting the amount of toner provided or adjusting the rate(s) of this Agreement or invoicing Customer for excess toner used. Prosource may charge a freight fee with your service contract.
3. Remote device configuration and connectivity support is included as a part of your equipment installation fee and Service Agreement. Installation includes, as necessary, the installation of drivers on up to 5 local computers. Print Server and Print Queue installation is the responsibility of the Customer. Additional on-site connectivity and networking support beyond device connection and device configuration settings is not included and will be provided at the Prosource prevailing rates.
4. Customer Agrees to the installation of the Prosource Device Monitoring Agent for the purposes of collecting use, supply, and device performance data. The Customer agrees to provide the use (meter readings) for all devices that cannot be monitored by the agent. For the purposes of billing, if readings are unavailable, Prosource will estimate the reading based on the available history of use. If readings are not provided for two consecutive months, Prosource reserves the right to move the non-reporting device to a flat rate per month adequate to cover the anticipated use. The rate will be based upon the 6-month history reading of the device, and if that data is not available, the Business Equipment Index

Rev 07/2022

Credit Approval From DE LAGE LANDEN FINANCIAL SERVICES, INC.

Floyd County Schools
has been Approved!

Date: 09/04/2024

Re: Credit Application # 500-50659673

Attention: SALES

Partner: CINCINNATI COPIERS INC

From: Wendy McDuffie

Phone: 800-669-9441

1. Please review the exact terms of this Credit Approval.

Customer's Full Legal Name: Floyd County Schools

Total Credit Amount = \$7,285.00

Upfront Sales Tax (if applicable) = \$0.00 (included in Total Credit Amount)

Trade-Up Amount (if applicable) = \$0.00 (included in Total Credit Amount)

Application MSRP = \$0.00

Maximum Soft Costs = 0%

Contract Term = 48

Payment Frequency = Annual

Purchase Option = \$1 out

Equipment Description: 1

OFFICE

Color Multifunctionals

2. The amounts listed below are based on the above terms in Section #1 and the information you submitted on the credit application. If any of these amounts change the payment amount will need to be recalculated and will be subject to credit approval.

4 Payments of \$2,119.94 plus applicable taxes (0.29100)

Security Deposit Amount = \$0.00

First Period Payment Amount = \$2,119.94 plus applicable taxes

Down Payment = \$0.00 plus applicable taxes

Total Payment due at signing = \$2,119.94 plus applicable taxes

3. The following Documents are required so we can fund this transaction:

- Your itemized Equipment Invoice with serial numbers
- Executed Contract
- Delivery and Acceptance
- Invoice
- Agreement signed by Authorized Lease Signer
- 45 Print Lead Days
- A/P contact name, email and phone number
- Fiscal Funding Addendum
- Lessee/Customer's Tax Payer ID Number

4. This approval is contingent upon the following:

- Our receipt and acceptance of the above documents in form and substance that we deem acceptable within thirty (30) days of our initial approval of this credit application.
- Our verification: 1) that the equipment is new (not discontinued), 2) that this transaction complies with our equipment MSRP and allowable soft costs policies, 3) of any promotional contract rates, 4) of any applicable Trade-up amounts and 5) of any applicable upfront sales tax amounts.
- Our verification that the Customer meets our Know Your Customer requirements.

THIS CREDIT APPROVAL IS NOT, AND SHALL NOT BE CONSTRUED AS, A COMMITMENT BY DLL TO FUND THE PROPOSED TRANSACTION. We are not obligated to provide any financing until execution and delivery of final legal documentation in form and substance that we deem acceptable. Any change to Customer's identity, legal form, name, requested funding amount, equipment to be financed, financing term, or any material change in the business, assets, operations or condition (financial or otherwise) of the Customer, prior to the consummation of the Financing will, at our option, void any and all of our obligations under this Approval. In the event DLL believes the transaction in its approved form is prohibited due to applicable laws or regulations, DLL shall not fund the transaction in such form, but reserves the right to propose an allowable structure. In the event DLL learns the credit applicant is engaged in an illegal business (under state and/or federal law), DLL reserves the right to withdraw any approval and decline funding the transaction.

Simply return all completed documents as soon as possible to:

Wendy McDuffie

1111 Old Eagle School Road, Wayne, Pa. 19087-1453

Thank you for your business. If you have any questions, please call us at 800-669-9441

Visit us at <http://www.oncefinance.com> to generate approvals online, view application status, and receive buyout/trade-up quotes instantly. For website access contact your Sales Representative at 80073LEASE.

LESSEE	Full Legal Name Floyd County Schools	Tax ID No	Phone Number (606)874-2165
	Billing Address 106 N FRONT AVE, PRESTONSBURG, KY 41653-7832		Purchase Order Requisition Number
	Equipment Location (if not same as above)	County FLOYD	Send Invoice to Attention of:

EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)

PAYMENT INFORMATION	Number of Lease Payments	Lease Payment	Term of Lease in Months	Payment Frequency	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	Other Annual
	4	Plus Applicable Taxes	48	End of Lease Option	<input type="checkbox"/> FMV	<input checked="" type="checkbox"/> \$1	Other
		Plus Applicable Taxes	Security Deposit	(PLUS) First Period Payment	(PLUS) Other	(EQUALS)	Total Payment Enclosed
	Lease Payment <input type="checkbox"/> includes / <input type="checkbox"/> does NOT include maintenance/service/supplies [check one]			+ + =			

Sales Tax Exempt Please provide valid certificate.

TERMS AND CONDITIONS

Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on the attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but no more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA") and is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purpose and will be admissible as legal evidence thereof. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including a any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/us/privacy.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED/NOT NEW			LESSOR	DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Signature	DOB	Date		Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	Title	Print Name			Phone: (800) 735-3273 • Fax: (800) 776-2329	
	Legal Name of Corporation Floyd County Schools				Commencement Date	Lease Number 500-50659673

Accepted By _____

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature	Date	Print Name	Title