

The Perry County Commission met in the Community Room of the Perry County Community Center in a Regular Session on November 16, 2020, at 6 P.M., with the Honorable John Carroll, Perry County Mayor, presiding. The meeting was brought to order by Mayor Carroll. The prayer was led by County Commissioner Ben Carroll.

MEMBERS PRESENT

David Trull  
Ben Carroll  
Jeff Graves  
Lynn Trull  
Brad Burgess  
Rodger Barber  
Jonathan Hickerson  
Johnny Ward  
Zack Dill  
Blake Skelton  
J.B. Trull  
Mary Ann Qualls

MEMBERS ABSENT

The following business was transacted:

1.

Motion was made by Lynn Trull, seconded by Mary Ann Qualls, for the approval of prior minutes for the October 19, 2020, meeting as presented. The motion passed unanimously.

2.

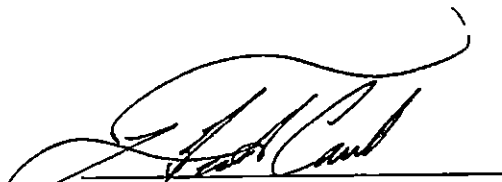
Motion was made by David Trull, seconded by Jonathan Hickerson, to help with funding for the expansion of Wi-Fi services in Lobelville, and to authorize proceeding contingent on solicitation of 2 additional bids and go with the least costly bid of the 3 bids, since 1 bid has already been submitted. Funding would be paid from the Tourism Fund and not exceed \$9,999.00. The motion passed unanimously by roll call vote.

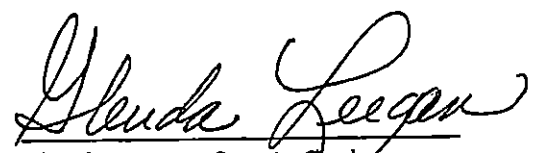
3.

Motion was made by David Trull, seconded by Johnny Ward, to approve the purchase of a copier for the Library as presented. See attached pages 351-353. The motion passed unanimously by roll call vote.

4.

Motion was made by Lynn Trull, seconded by Brad Burgess, to adjourn at 6:40 P.M. The motion passed unanimously.

  
John H. Carroll, County Mayor

  
Glenda Leegan, County Clerk

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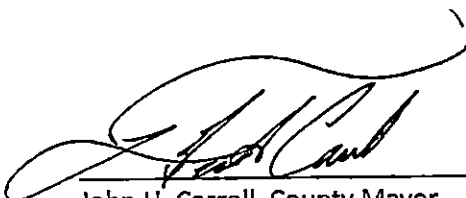
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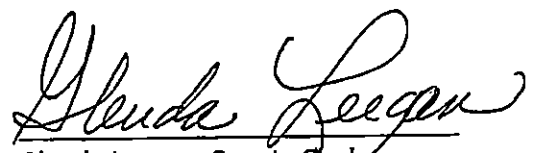
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John H. Carroll, County Mayor

  
Glenda Leegan, County Clerk



## Perry County Mayor

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**From:** The Library in Linden, TN <perrycolibrary@gmail.com>  
**Sent:** Sunday, November 15, 2020 8:24 PM  
**To:** Marcia; John Carroll  
**Subject:** Brief Item for Upcoming County Commission Meeting  
**Attachments:** Maintenance for Perry County Library Nov 2020.pdf

Hello John and Marcia,  
I apologize for the short notice. (This slipped my mind.) I have attached the Maintenance Agreement for Service on the copier we are purchasing for the library in Linden to replace the old one that has been leased. This agreement needs approval, signature on page 1 and initials on page 2.

Here are the details:

John, you had asked me last year to consider purchasing a new copier instead of leasing one when the contract ended this Fall.

Based on your suggestion, the library will purchase a new copier outright using funds from the Tech Grant we were awarded last month. The attached agreement covers preventive maintenance, service calls, drum, toner, PM kit and developer. The cost is \$15 per month plus \$0.0149 per copy.

I calculated a Cost Analysis based on leasing the copier for 60 months (\$8953.81 total) compared to purchasing the copier plus the Maintenance Agreement (\$4098.58 total). The result is a savings of \$4855.23. (Note: I estimated the number of copies based on copies made the past two years excluding the reduced number during months impacted by COVID.)

Let me know if you have any questions or if you need me to be at the County Commission Meeting when the Maintenance Agreement is covered. Thanks.

Gail Spragins, Director  
Perry County Library  
104 College Avenue, Linden, TN 37096  
931-589-5011 phone, 931-589-6210 fax  
Email address: [perrycolibrary@gmail.com](mailto:perrycolibrary@gmail.com)  
Website: [perrycountylibrary.info](http://perrycountylibrary.info)



Phone: 888-814-3114 • accounting@xmcinc.com

# XMC Maintenance Agreement

Ship To		Bill To	
Perry County Public Library		Same as ship to	
104 College Ave. - Linden, TN 37098			
Email:			
Contact:		Billing Contact:	
Phone:		Phone:	

Customer Bill to Number	Customer Ship to Number	Contract Number	Sales Rep	Terms	Billing Plan	CSR
			Allison Bryant			

**Internal Use**

<b>INCLUDED:</b> 4-Hour Average Response Time, All Travel, Parts and Labor (including drum, PM kits, toner and developer)	<b>NOT INCLUDED:</b> Paper, Staples, Exterior Plastic, and Glass	<b>ALTERNATE CONTACT FOR METER READS:</b> Name: _____ Phone: _____ Email: _____
<b>BASE CHARGE FREQUENCY</b> Billed In Advance _____	<b>PER PAGE OVERAGE FREQUENCY Billed In Arrears (M/Q):</b> <b>M</b>	

Print Scan Plus support: \_\_\_\_\_

BW Base Copies/Prints Included if Grouped: _____	BW Per Copy/Print Overage if Grouped: _____
Color Base Copies/Prints Included if Grouped: _____	Color Per Copy/Print Overage if Grouped: _____

Make/Model	Serial Number	Start Meter	Base Copies/Prints Included (if Not Grouped)	Per Copy/Print Overage	Base Amount
Xerox VersaLink B405			0	.0149	\$15.00

Special Provisions: **Monthly** Total Base Charge: **\$15.00**

**Term of Agreement**

**Start Date:** Upon Delivery or acceptance

This agreement is between XMC and the CUSTOMER noted above. All charges and amounts subject to applicable taxes. The additional Terms and Conditions on Page 2 hereof are incorporated in and made part of this agreement. You agree to pay invoices per XMC terms. In the event, it becomes necessary for XMC to file suit to enforce payment, you agree to pay per XMC's terms all legal fees and/or related costs of collection. All financial and credit information you supply or have supplied on your behalf is a part of this agreement. Misleading or false information would constitute misrepresentation.

<b>Customer Authorization</b>		<b>XMC Authorization</b>
Customer Authorized Signature	Title	XMC Authorized Signature
Print Name	Date	Print Name <span style="float: right;">Date</span>

## Maintenance Agreement Terms and Conditions

XMC agrees to perform maintenance service, with respect to the equipment on the reverse side, in accordance with the following terms and conditions:

1. **Acceptance** - This order is subject to acceptance only by an authorized representative of XMC. Notice of acceptance is hereby waived by Customer.
2. **Condition** - The equipment must be in good condition on the commencement date of this Agreement. XMC shall charge for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance agreement with XMC. XMC will invoice the Customer for the additional items.
3. **Renewal and Meter Reads** - For equipment on continuing maintenance, the Starting Meter shall be the last meter billed. For new equipment, the starting meter will be the count after setup and upon delivery. This agreement will be automatically renewed unless otherwise noted in writing by either party at least 30 days before the contract end date at XMC rates and terms in effect at the time of renewal. In the case of overages and cost adjustments, customer agrees to comply with any billing procedures designated by XMC, including notifying us of the meter reading at the end of each cycle. If meter reads are not obtained within the required time frame, XMC reserves the right to estimate meters based on usage history. XMC will provide and/or enable monitoring software/hardware for remote diagnostic purposes, firmware upgrades, meter count retrieval, or any other capability as determined by XMC. At the end of the first year of this Agreement and once each successive twelve-month period, we may increase the per copy/print charge and base charge to cover cost increases. A copy/print is defined as one side of one 8.5" x 11"
4. **Overages** - The customer agrees to pay overage charges if the number of copies metered exceeds the maximum allowable listed on the reverse side. The customer's obligation to pay all charges which have accrued shall survive any termination of this agreement. If scan volumes exceed copy/print volumes, excess scans may be billed at prevailing rate.
5. **Business Hours** - Necessary service calls performed during normal business hours are included in this Agreement. "Normal business hours" shall mean 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays.
6. **Access** - Customer agrees to provide a suitable environment for the equipment as specified by XMC, including adequate space and accessibility, electrical power, temperature control, and to provide XMC full and free access to the equipment to provide maintenance service. Customer shall provide free of charge or validated parking for service vehicles. XMC reserves the right to bill Customer and Customer agrees to pay for parking charges not otherwise reimbursed.
7. **Key Operator** - Customer must provide XMC with a "Key Operator" who will perform basic assignments and responsibilities as instructed by XMC. This agreement provides training of persons designated as Key Operators.
8. **Consumable Supplies** - When this agreement includes consumable supplies such as toner, developer and drums, the following conditions apply:
  - a. It will be the manufacturer's average yields which are used to compute the amount of supplies provided to the customer with this agreement.
  - b. When the consumption of supplies exceeds the manufacturer's average yields, then XMC will, at their discretion, charge the customer for the consumable supplies required to complete the remaining copies/prints on this contract.
  - c. Customer agrees to pay XMC any overnight shipping charges on consumable supplies shipped to customer location requiring overnight shipping.
9. **Included Parts and Labor** - XMC will furnish all the parts and labor (as specified or excluded on the reverse side hereof) to keep the equipment in good working order. Maintenance will include lubrication, adjustments and preventative maintenance based upon the specific needs of the individual machine and the replacement of included parts and supplies, all as deemed necessary by XMC. Parts required for repair may be recycled or reconditioned, and replaced parts become the property of XMC at its option.
10. **Exclusions** - Separate charges for repairs or replacement of parts due to the following shall be paid for by the customer at XMC current rates for service and parts at time such service is performed:
  - a. Repairs resulting from causes other than normal use; abuse or misuse by the operators (including without limitation damage to photo conductors); accident; theft; neglect; acts of third parties; fire; water; casualty or other natural force.
  - b. Repairs made necessary by service performed by personnel other than XMC.
  - c. Repair of damage or increase in service time caused by the use of any supply item which causes machine damage or excessive service, or does not meet the manufacturer's minimum physical property guidelines or specifications.
  - d. Repair of damage or increase in service time caused by the use of the equipment for purposes other than for which designed, or beyond manufacturers recommended usage, specifications, or applications.
  - e. Service connected with the replacement of paper and toner, and emptying of toner waste receptacles.
  - f. Service connected with relocation of equipment.
  - g. Adding or removing accessories.
  - h. Service of accessories, attachments or devices not provided for under the terms of this agreement.
  - i. Service calls resulting directly from operator error or neglect.
  - j. Repair of damage or increase in service due to customer not replacing supplies or parts at required intervals.
  - k. The discontinuation of parts support by the manufacturer or XMC's inability to provide service due to any event beyond its control.
  - l. Installing, removing, re-installing or maintenance of electrical, computer, cabling, software, and/or related equipment, accessories, attachments, options or other devices external to the Equipment. Refinishing the Equipment, inspecting altered Equipment or performing services connected with relocation of Equipment. Re-installation or addition of drivers. Troubleshooting, maintenance, or repair of Customer network issues.
  - m. Overhaul or refurbishing of Equipment when, in XMC's expert opinion, the Equipment has reached a point where normal maintenance, as covered in this agreement, cannot maintain the Equipment in good working order.
11. **Print Scan Plus Support** - If selected (for an additional annual, quarterly, or monthly charge), includes phone, remote, and onsite troubleshooting, diagnosis, and repair of issues relating to printing, scanning and faxing. Covers reloading and adding of drivers, scan destinations, and address book entries. XMC technicians must have access to customer representative that has the computer and network administrator passwords. Customer is responsible for creation and maintenance of network infrastructure to support desired network MFP functions. Full reconnect to print and scan after moving a machine is not covered.
12. **Loaner Equipment** - Should the covered Equipment require in-shop servicing or will be unusable for a period exceeding 24 hours, Customer may request loan Equipment, which, if available, will be provided at no additional cost.
13. **Irreparable Equipment** - When in XMC's opinion, the machine is irreparable, XMC reserves the right to cancel this contract (and/or the specific equipment) without to either party.
14. **Delinquency** - If Customer's account with XMC is not current, XMC may 1) refuse to service equipment and/or 2) cancel this Agreement immediately. If Agreement is cancelled, any service, parts or supplies which were rendered during the Agreement period will be billed at XMC's then current rates and terms. Any unused consumable items provided by XMC under this agreement will remain the property of XMC and be returned promptly upon termination of this agreement by either party. XMC will invoice for, and Customer agrees to pay for, any unused consumable items not returned at contract termination. Customer agrees to pay all collection costs, court costs and reasonable attorney's fees incurred in enforcement of any obligations hereunder by XMC or XMC assignee.
15. **Contract Termination** - This agreement may be terminated effective at the end of the selected term on the reverse side, or thereafter by either party without incurring any liability to the other party as a result of such termination provided thirty (30) days advance written notice of termination is given to the other party. If the term is reached, the agreement will renew on annual terms and termination must be requested within 30 days of the annual renewal date. Notwithstanding the above, either party may terminate this Agreement for failure of the other to comply with any of its terms and conditions. Maintenance service performed by XMC after the termination of the Agreement shall be charged to the Customer at AO's applicable time and material rate and terms then in effect.

