

**MINUTES  
REGULAR MEETING OF THE MONTEZUMA  
CITY COUNCIL  
February 9, 2021**

***NOTE: This was the seventh Council Meeting held since the COVID pandemic started. This is the second meeting held virtually via ZOOM.***

**CALL TO ORDER:** Mayor Smith called the meeting to order at 6:00 PM.

**INVOCATION:** Mayor Smith said a prayer.

**PRESENT VIA ZOOM:** Mayor Larry Smith, Council Members, Nealie Johnson, Cleveland Hobbs, Roy Barker, Danny Levie, Byron Thompson and Charles Ivey; Special Projects Manager, Mel Fulghom; Clerk/Administrator, Joyce Hardy; Clerk of Council, Monica N. Cephus; DDA/Tourism Director, Angie Mathews; City Attorney, Jon Coogle; Newly Appointed Public Works Chief, Tim Goodman; Fire Chief, Mathew Moyer; Police Chief, Eric Finch; W/WW Plants Chief, Terry Cross; W & S Line Maintenance Chief, Lonnie Shaw and Library Manager, Darneisha Ivey.

**ABSENT:**

**CONSENT AGENDA**

**MOTION # 1** TO ACCEPT ALL ISSUES ON THE CONSENT AGENDA, AS FOLLOWS:

**TO APPROVE MINUTES OF REGULAR COUNCIL MEETING OF JANUARY 12, 2021, AS RECEIVED BY ALL MEMBERS.**

**TO CONTRACT OUT MONTEZUMA PUBLIC LIBRARY PERSONNEL MANAGEMENT TO MIDDLE GA REGIONAL LIBRARY PROVIDED THAT THE AMOUNT ALWAYS REMAINS WITHIN THE ANNUAL BUDGET ESTABLISHED BY THE MONTEZUMA CITY COUNCIL. *A copy of the contract between Middle GA Regional Library and the City is attached to and made a part of these minutes. Attachment # 1.***

MOTION BY: Mr. Thompson  
SECOND BY: Mr. Levie

**VOTE:** PASSED WITH VOTE, AS FOLLOWS:

**IN FAVOR OF**

Mr. Barker  
Ms. Johnson  
Mr. Thompson  
Mr. Hobbs  
Mr. Levie

**AGAINST**

Mr. Ivey

**ADJOURN:** With no further business, the meeting was adjourned.

  
\_\_\_\_\_  
Larry J. Smith - Mayor

  
\_\_\_\_\_  
Joyce Hardy - City / Administrator

**Payroll & Human Resource Service Agreement  
Between the City of Montezuma and Middle Georgia Regional Library**

1. **INTRODUCTION:** This agreement is between the City of Montezuma ("City") and the Middle Georgia Regional Library ("MGRL").

2. **PURPOSE:** The purpose of this agreement is to detail the conditions under which the MGRL will provide payroll-related and human resource services to the Montezuma Public Library for 3 employees: **Branch Manager and Library Assistants.**

3. **TERM:** This agreement is effective upon the signing by the authorized representatives of each entity. The agreement will be evaluated annually. The agreement will remain in effect as specified in this document until it is revised with agreement by both parties or terminated. Revisions and termination must be requested in writing with at least a ninety (90) day written notice.

4. **SCOPE OF SERVICES:** The MGRL will provide the Library with the following services:

- Selection and training in coordination with the Library, Macon County Library Board of Trustees, and designated City administrative personnel
- Processing of new hire paperwork, to include e-verify and criminal background checks
- Processing of status and/or rate changes
- Preparation and distribution of payroll checks
- Withholding and remittance of Federal, FICA, State and unemployment taxes
- Preparation and distribution of W-2 forms
- Workers compensation insurance coverage
- Benefit administration for qualified employees to include: Health, retirement, other
- Personnel and Policy Manual
- Application of Personnel and Policy Manual to include, coaching, counseling and/or separation as appropriate for any human resource issues

5. **FUNDING REQUIREMENTS:** City funds will be provided to support all direct expenses of Library personnel covered in this agreement. MGRL will provide the City with an invoice to include the costs of:

- Hourly wage of Library employees
- Employer portion of all tax and benefit coverage
- Direct cost of employment criminal background check and drug testing

The City will be invoiced monthly based upon actual costs. Timesheets and any applicable receipts as supporting documentation will be included. Costs will not exceed the annual Macon County Library Board approved budget based upon the Montezuma City Council approved appropriation.

6. **CONSIDERATIONS:** It is the sole responsibility of Library staff members to complete the payroll process as determined by the MGRL. Library staff members will obtain the authorized signatures and file the time sheets with MGRL by the published dates each month. Authorized signature will be the Branch Manager signature on all time sheets.

The Library will maintain the MGRL pay periods of bi-monthly payable on the 15<sup>th</sup> and last day of each month except as impacted by holiday scheduling.

7. **TERMS & CONDITIONS:** The following conditions apply:

This agreement only applies to direct cost of payroll and human resources. Additional MGRL expenses associated with payroll and human resource processing will not be invoiced or reimbursed by the City. Examples of expenses not included in this agreement include but are not limited to:

- Hourly wage of MGRL employees in payroll processing/HR functions
- Postage/handling
- Service charges

This Payroll and Human Resource Service Agreement represents the complete agreement of the parties. Modifications to this agreement may be made by mutual, written agreement with ninety (90) day notice.

It is agreed that this agreement is to provide for a "full cost" recovery for MGRL in support of the payroll and benefit costs covered by this agreement. In the event that any employee receives a post-employment benefit; that cost will be invoiced and fully covered by the City. The combined payroll and benefit costs will not exceed the Montezuma City Council approved appropriation.

Any additional services not covered specifically in Section 5 of this Payroll and Human Resource Agreement will require a separate, written agreement.

8. GOOD FAITH: This agreement is negotiated in good faith; scheduling, funding, and coordination issues in implementing this agreement will be coordinated by MGRL Director and City of Montezuma Mayor or their designees to ensure responsible use of tax-payer resources.

9. ACCEPTANCE: The parties to this Payroll and Human Resource Agreement have accepted this agreement as representative of their mutual intent and understanding as of the date of execution.

By signing this agreement, each representative attests they have the authority to commit and execute the provisions.

City Representative (signature): \_\_\_\_\_

City Representative (print): \_\_\_\_\_

Date: \_\_\_\_\_

*On file*

Library Representative (signature): \_\_\_\_\_

Library Representative (name): \_\_\_\_\_

Date: \_\_\_\_\_