CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Cindy Steen, Purchasing Agent
Trough:	Cindy Russell, City Clerk
Date:	June 5th, 2014
Subject:	Jackson-George Regional Library System

REQUEST:
The City Clerk Department requests City Council approval of the renewal contract for the Jackson-George Regional Library System beginning October 1, 2014.

BACKGROUND:
The purpose of this contract was to formally establish the Jackson-George Regional Library System in accordance with 39.3.8, 39.3.9 and 39.3.13 of the Mississippi Code of 1972, as amended. The City of Gautier shall be required to contribute the equivalent of one (1) mill toward the operation and maintenance of the library.

RECOMMENDATION:
Based on the automatic renewal clause, Staff recommends that City Council approve the renewal contract of the Jackson-George Regional Library System.

The City Council may:
1) Approve the renewal contract.
2) Disapprove the renewal contract.

ATTACHMENT(S):
Letter from Lori Smith, Director of Jackson-George Regional Library System.

Jackson-George Regional Library System

Administration
3214 Pascagoula Street
Pascagoula, MS 39567

PHONE • 228-769-3227
FAX • 228-769-3146

WWW.JGRLS.ORG

May 28, 2014

Gordon Gollott
Mayor
City of Gautier
3330 U.S. Hwy 90
Gautier, MS 39553

Re: Renewal of Jackson-George Regional Library Contract

Mayor Gollott,

In 2009 the City of Gautier approved a contract for the Jackson-George Regional Library System that contained an automatic renewal clause. This contract automatically renews annually and it will automatically renew again on October 1, 2014. If you have any proposed changes, please send them prior to August 27, 2014 to Stacie Zorn, Board Attorney, at Heidelberg, Steinberger, Colmer & Burrow, P.A., P.O. Box 1407, Pascagoula, MS 39568.

Thank you for your attention to this matter.

Sincerely,

Lori Smith
Director
Jackson-George Regional Library System

LS/cw

cc: Stacie Zorn
Board Attorney
Harry McDonald, Chairman
Jackson-George Regional Library Board
Samantha Abell
City Manager
Joshua Danos
City Attorney

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STATE OF MISSISSIPPI
COUNTY OF JACKSON
COUNTY OF GEORGE

JACKSON-GEORGE REGIONAL LIBRARY SYSTEM
REGIONAL CONTRACT

I. *PARTIES*

The following political subdivisions and their agencies are the parties to this Contract:

a. Jackson County, by and through its Board of Supervisors
b. George County, by and through its Board of Supervisors
c. City of Lucedale, by and through its Board of Aldermen
d. City of Moss Point, by and through its Board of Aldermen
e. City of Ocean Springs, by and through its Board of Aldermen
f. City of Pascagoula, by and through its City Council
g. City of Gautier, by and through its City council.

The following Library Boards are parties to this contract:

a. Jackson-George Regional Library Board
b. George County Library Board
c. City of Lucedale Library Board
d. City of Moss Point Library Board
e. City of Ocean Springs Library Board
f. City of Pascagoula Library Board
g. City of Gautier Library Board

Whenever hereinafter used in the singular, the term "Board" shall mean the Jackson-George Regional Library Board of Trustees. The term "governing body", or "bodies", shall mean the political subdivisions that are signatory to this Contract. The term "boards" shall refer to all other library boards of trustees signatory to this Contract.

II. *PURPOSE*

The purpose of this Contract is to formally establish the Jackson-George Regional Library System in accordance with §39-3-8, §39-3-9 and §39-3-13 of the Mississippi Code of 1972, as amended. All parties acknowledge that the Jackson-George Regional Library System has operated pursuant to a contract entered into between the two counties on the 2nd day of November, 1970. All parties further acknowledge that the contract of November 2, 1970, is the only other written contract within the present System and that the various other parties have participated in and have enjoyed the services of the Jackson-George Regional Library System without the benefit of written agreements as contemplated in §39-3-13 of the Mississippi Code. The further purpose of this contract, therefore, is to properly delineate the participants in the Jackson-George Regional Library

System and the duties of each. As such, this Contract shall supersede all other contracts, written or implied, and shall be the controlling document for the System..

III. SERVICE AREA

The service area for the Jackson-George Regional Library System shall be the respective counties together with all municipalities located therein. The service area is further defined as all unincorporated areas lying within Jackson and George County, whether or not such areas are serviced by a branch library.

IV. *CRITERIA FOR PARTICIPATION BY GOVERNING BODIES AND BOARDS*

Each of the governing bodies signatory to this Contract shall be required to contribute the equivalent of one (1) mill toward the operation and maintenance of libraries in their respective county or municipal jurisdiction, with each governing body being given credit for costs of utilities, insurance and maintenance of the library buildings which that governing body may be obligated to provide to the Regional Library System under a separate contract with the Mississippi Library Commission, or other party. It is the intention of this agreement to require each governing body to make a minimum contribution to the Jackson-George Regional Library System, although most governing bodies may already be making a contribution in excess of that minimum. The governing bodies acknowledge that counties may levy a four (4) mill tax for this purpose and cities may levy a three (3) mill tax for this purpose.

Governing bodies presently responsible for maintenance and upkeep of buildings and equipment within the existing System shall continue to provide such services. Unanticipated maintenance expenses up to the amount of $1,000.00 shall be the responsibility of the System and such expenses shall be paid upon approval of the Board. Unanticipated maintenance expenses in excess of $1,000.00 shall be considered a capital outlay and shall be the responsibility of the governing body responsible for the maintenance and upkeep of the building and/or equipment requiring such outlay.

All monies contributed to the System budget shall be administered by the Jackson-George Regional Library System Board of Trustees. The Board shall be charged with the duty of accounting for all funds expended within the System and shall report annually to the governing bodies concerning the expenditures of these funds.

All governing bodies and boards further acknowledge that the Jackson-George Regional Library System has been in existence for a number of years and that the Board has established policies and procedures for the operation of the System. All signatories to this Contract agree to be bound by the policies and procedures as established by the Board and in effect on the respective dates of ratification by the parties.

V. *BOARD OF TRUSTEES - DUTIES AND RESPONSIBILITIES*

The governing Board for the System shall be the Jackson-George Regional Library System Board of Trustees. The Board shall consist of *SEVEN (7)* members who shall be appointed by their respective Boards of Supervisors. There shall be *TWO (2)* representatives from George County and *FIVE (5)* from Jackson County. The term of each trustee shall be for a period of five (5) years and each trustee shall be limited to two (2) consecutive terms. Initial appointments to the Board shall be made by the Boards of Supervisors of the respective counties in a manner determined by the counties so that terms will expire on a staggered basis as contemplated in §39-3-15(5) of the Mississippi Code. Initial appointments to the Board shall be made within sixty days after ratification of this agreement by all parties, notwithstanding the fact that the terms of the present trustees on the Board may not have expired at that time. The trustees, during the term of their appointments, shall serve at the will and pleasure of the governing bodies responsible for their appointment. Members of the Board shall be selected by the Boards of Supervisors of both counties in such a fashion as to ensure greater representation of the various entities that are presently involved in the system.

Each trustee shall be a resident and qualified elector of the county represented by such trustee. Vacancies on the Board shall be filled for the unexpired terms in the same manner in which members of the Board were first appointed. Any trustee who shall not attend four (4) consecutive meetings of the Board shall be subject to removal by the governing body responsible for his/her appointment. No salaries shall be paid to the trustees; however, all trustees shall be reimbursed for their necessary traveling expenses and mileage incident to their attendance upon the business of the Board as contemplated in§25-3-41 of the Mississippi Code.

It is expressly understood and agreed by all parties that it shall be the duty of the Board to assume the administrative power and responsibilities set forth in §39-3-17 of the Mississippi Code. All other boards within the System shall serve in a purely advisory capacity to the Board and shall make no policy for the governance or operation of the libraries in the System which would conflict with the policies set forth by the Board. The parties acknowledge that this provision of the ontract is in compliance with §39-3-13(4) of the Mississippi Code. Should any dispute arise between the advisory boards and the Board, the parties agree that resolution of such disputes should be handled as provided in §39-3-13 of the Mississippi Code.

The Board shall furnish to all advisory boards within the System, within ten (10) days after its meetings, full and complete copies of the Minutes of the meeting, setting forth and noting any policy changes, amendments to the by-laws, or other policy statements for the governance of the System. Likewise, each of the advisory boards that are signatory to this Contract, shall furnish to the Board copies of the Minutes of all meetings held by such boards within ten (10) days after the date of such meetings.

The purpose of this exchange of Minutes by the boards is to assist in determination of any conflicts that may exist among the various boards and ultimately a resolution of such conflicts within

the System.

The Board shall maintain at all times a complete set of Minutes of all of its meetings for access by the public and by any of the signatories to this Contract. The Board shall also maintain complete sets of all Minutes furnished to it by the various advisory boards for access by the public and/or the signatories to this Contract. These Minutes shall not be included among the "circulating materials" in the Library. Use of the Minutes by the public and/or the signatories to this Contract will be restricted to use at the headquarters for the System in Pascagoula, Mississippi.

Upon request, the Boards will provide a copy of the Minutes to any of the governing bodies, with the governing body agreeing to pay the costs of photocopying the Minutes at a charge no greater than the charge made to the general public for making photocopies in the library, plus postage for mailing the requested copies.

The duties of the Board shall be those specifically set forth in §39-3-17(1) of the Mississippi Code and are enumerated herein as follows:

a. Adopt such by-laws, rules and regulations for their own guidance and for the government of the System as they deem expedient;
b. meet at least once in each quarter;
c. have the supervision, care and custody of all property of the Library, including the rooms or buildings constructed, leased or set apart therefor;
d. employ a library system director, prescribe his/her duties, fix his/her compensation, and remove him/her for cause;
e. employ, upon the recommendation of the library system director, such other staff as may be necessary and fix their compensation;
f. submit annually to the governing bodies a budget containing estimates for the ensuing year;
g. have exclusive control of the finances of the library system;
h. accept such gifts of money or property for library purposes as they deem expedient;
i. on recommendation of library system director purchase books, audio visual materials, periodicals, maps, equipment, insurance and supplies for the library system;
j. dispose of equipment and discarded library materials as provided in §19-7-5 of the Mississippi Code of 1972;
k. do all other acts necessary for the orderly and efficient management and control of the library system. But no expenditure made or contracted by the trustees shall be binding on any county or municipality so as to require any payment in excess of funds made available for library purposes under this article;
l. provide all advisory boards signatory to this contract with full and complete copies of Minutes of all Board meetings, policy manuals, budget information, circulation reports, and any other reports or materials used by the Board in setting the policy of the System.

At the close of each fiscal year, the Board shall make a report to the governing bodies, showing the condition of the trust during the year, the sums of money received for the library fund

from taxes and other sources, the sum of money expended and the purposes of the expenditures, the number of books and periodicals on hand, the number of such materials added during the year, the number withdrawn, the number loaned out and such other statistics and data as the Board deems necessary. A copy of this annual report shall be filed with the State Library Commission in accordance with the provisions of §39-3-19 of the Mississippi Code.

VI. *HEADQUARTERS*

Headquarters for the operation of the System shall be located in the City of Pascagoula Public Library. The City of Pascagoula shall make available at the facility a meeting room for the Board and such administrative offices and equipment as shall be necessary for the governance of the System. The Board shall meet at the location on a regular monthly basis at a time to be fixed by the Board. The Board may, however, from time to time elect to meet at other locations throughout the System.

VII. *CRITERIA FOR JOINING THE SYSTEM*

Any governing bodies, their agencies or boards, which desire to become a member of this System, may do so by properly ratifying and approving all of the provisions herein. The governing bodies must commit to contributing the equivalent of one (1) mill toward the libraries within their borders and must further commit to the administration of all of such funds by the Board.

Any governing body which is contractually obligated to provide insurance, utilities and maintenance of a library building under a contract with the Mississippi Library Commission, or which pays for such services directly, shall consider any request or suggestions made by the Board, but shall have the final decision as to how the money is to be spent on the purchase of insurance, payment of utilities and maintenance.

Any governing body desiring to avail itself of the administrative services of this System, but not wishing to allow the Board to administer its tax revenues collected for the library purposes, shall pay a fee to be set by the Board to cover the cost of administrative expenses. This provision shall be applicable to any and all participants in the System.

Any governing bodies, their agencies or boards, which desire to become a member of this System, must agree to abide by the policies and procedures established by the Board and in effect at the time such governing body, agency or board elects to join the System.

VIII. *ASSETS*

Assets are defined in general terms as follows:

a. Land and buildings - real estate;
b. Furnishings and equipment;
c. Funds held on deposit for operation of the System;

d. Books and materials, including but not limited to, circulating and non-circulating materials, periodicals, magazines, books, audio visual supplies and tapes, government documents and any other library materials held for use by the general public;

e. Office supplies;

f. Art work and decorative items and materials that would not be classed as fixtures;

g. Any other tangible or intangible items not specifically delineated herein, but which would otherwise qualify as an asset, such as books of record, financial data, computer software, miscellaneous files, contingent claims, if any, card indexes and any other index used in the day-to-day operation of the libraries, records of accounts, accounts receivable, minutes and record books of the Board and all other advisory boards, personnel files and policy manuals and materials containing library policy statements, and any other tangible items located on the premises of each library within the System and readily identified as an asset of the System.

IX. *CONTRACT REVIEW AND RENEWAL*

This Contract shall be subjected to an annual review by the Board at its June meeting. The Board may, at that time, entertain any amendments that may be proposed by any of the signatories to this Contract. Should a majority of the Board approve an amendment, or if no amendment is requested, then the Contract shall be deemed automatically renewed as set forth hereinbelow. Should any amendments be approved by the Board at this time, then each signatory to the Contract agrees to act upon any proposed amendments within sixty (60) days after the amendment is voted upon by the Board. Proposed amendments shall be submitted to the Board no later than sixty (60) days prior to the June meeting. Amendments voted by the Board shall immediately be circulated to all signatories for action by their respective boards.

The Contract shall be deemed automatically renewed on an annual basis beginning October 1 of each year by all of the signatories to this Contract unless a written notice of non-renewal is mailed to the Board by any signatory choosing not to renew the Contract on or before ninety (90) days prior to the date of October 1 of each year. It shall be the duty of the Board to send notice of automatic renewal of the Contract to each of the signatories on an annual basis, with such notice to be mailed on or before June 1 of each year. It is understood, however, that this Contract is subject to ratification by the new governing authority of any of the signatories to this Contract in the event the term extends beyond any term of office of such governing authorities.

X. *TERMINATION*

Any party wishing to withdraw from the System shall give a minimum of ninety (90) days notice prior to the end of the fiscal year on September 30. Withdrawal or termination by an advisory board shall not be allowed unless authorized by the governing body responsible for the appointment of such board.

Should a governing body elect to withdraw from the System and in the event that such governing body does not desire to avail itself of the administrative or other services provided by the System, then in such event, any funds contributed to the System by such governing body, but not yet expended, shall be returned to the governing body for proper disposition.

XI. *DISSOLUTION*

Upon dissolution of the System, title to the buildings and equipment located therein shall remain vested in the governing bodies responsible for their initial acquisition. All other assets as defined in paragraph VIII of this contract, shall be divided by a committee composed of one (1) trustee representing each governing body and two (2) persons to be selected by the Mississippi Library Commission.

For purposes of this section, "dissolution" shall mean the termination of this contract by both Counties, or by no fewer than three (3) of the municipalities presently signatories to this contract. Upon termination by any one of the two Counties, the Board shall call a meeting of representatives of all of the remaining signatories for the purpose of determining the continued viability of the System. Should a majority of the Board vote at such meeting to formally dissolve the System, then dissolution shall be deemed effective immediately and the State Library Commission shall be so notified.

XII. *MISCELLANEOUS*

This contract shall supersede all previous contracts pertaining to library services and administration with the exception of any contracts that any of the signatories may have with the Mississippi Library Commission for the maintenance and upkeep of libraries within their respective jurisdiction. This contract specifically supersedes and replaces the existing Regional Contract between Jackson and George County. All provisions of the Mississippi Code specifically referenced herein shall be deemed incorporated in full, the same as if fully copied in words and figures in this contract. All code references should include any and all subsequent amendments thereof.

WITNESS THE SIGNATURE of the duly authorized official of the City of Gautier, Jackson County, Mississippi, on this the 27 day of July, 1998.

~~DR. CHARLES KEITH, Mayor~~ Jim A. Allan, City Mgr.
City of Gautier, Mississippi

ATTEST:

GAUTIER CITY CLERK, Pearl B. Mercer
Jackson County, Mississippi

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Tricia Thigpen

From: Samantha Abell <sabell@gautier-ms.gov>
Sent: Wednesday, June 11, 2014 7:28 AM
To: Tricia Thigpen; cbilbo@gautier-ms.gov
Cc: Cindy Russell; Josh Danos; mayor@gautier-ms.gov
Subject: Consent item for monetary donation

1,455.20

Please place on the consent agenda and order for Council to approve a monetary donation in the amount of ~~$1,600~~ by Mayor Gordon Gollott, for the reimbursement of travel to the ICSC ReCON related to official city business. The voluntary donation has been approved as legally sufficient by the city attorney.

Thank you.

Samantha Abell
Gautier City Manager