

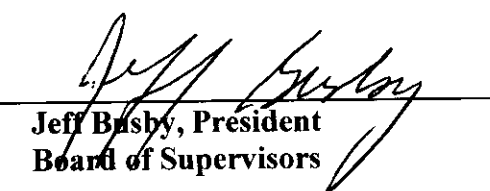
**ORDER: APPROVE CONTRACT WITH CHANCERY CLERK FOR
SCANNING OF RECORDS EFFECTIVE OCTOBER 1, 2014
FOR PERIOD OF ONE (1) YEAR AND CHANCERY CLERK
WILL EMPLOY TWO (2) PART-TIME PEOPLE AND PAY
THEM OUT OF HER FEE ACCOUNTY AT A RATE OF
\$10.00 PER HOUR**

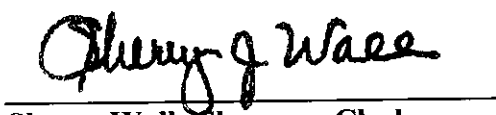
Motion was made by Robert Blackmon, duly seconded by Mike Pickens, to approve contract with Chancery Clerk for scanning of records, effective October 1, 2014, for period of one (1) year and Chancery Clerk will employ two (2) part-time people and pay them out of her fee account at a rate of \$10.00 per hour.

The vote on the motion was as follows:

Supervisor Mike Pickens, voted yes
Supervisor Jeff Busby, voted yes
Supervisor Robert Blackmon, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 18th day of August, 2014.


Jeff Busby, President
Board of Supervisors


Sherry Wall, Chancery Clerk

SCANNED

CONTRACT FOR SERVICES

This Contract for Services (hereinafter referred to as "Contract") is made and entered into effective on the 1st day of October, 2014, by and between the Lafayette County Board of Supervisors and Lafayette County Chancery Clerk, Sherry J. Wall.

WHEREAS, the Lafayette County Board of Supervisors desires to secure and maintain the services of the Lafayette County Chancery Clerk for the purpose of preserving essential public records pursuant to §19-15-1, et seq of Mississippi Code Ann. of 1972 and, further, the Lafayette County Chancery Clerk desires to enter into this agreement to maintain and preserve essential public records pursuant to §19-15-1, et. seq of the Mississippi Code Ann. of 1972, upon the terms and conditions hereinafter set forth.

Now therefore, in consideration of the premises and the mutual agreement hereinafter contained, the parties hereby agree as follows:

1. The Lafayette County Board of Supervisors does hereby contract with the Lafayette County Chancery Clerk for a term of one (1) year. The term is for the fiscal year of 2015 commencing on October 1, 2014 and ending September 30, 2015. This agreement will renew for subsequent one (1) year terms until it is terminated by either party pursuant to paragraph 6 herein. The automatic renewal provision is a continuing one and will apply at the expiration of the original term and the expiration of each subsequent renewal term.
2. The Lafayette County Chancery Clerk hereby accepts the terms of said services and shall devote the necessary time and best efforts to the performance of his duties under this contract.
3. It shall be the duty of the Lafayette County Chancery Clerk to take all actions necessary to maintain and preserve essential public records as set forth in Chapter 15 of Title 19 of the Mississippi Code, being §19-15-1, et seq of the Mississippi Code Annotated of 1972 (as annotated and amended). The Lafayette County Chancery Clerk shall reserve records deemed by the Board of Supervisors to be essential records necessary to the operation of government in an emergency created by disaster or containing information necessary to protect the rights and interest of persons or to establish and affirm the powers and duties of government in the resumption of operation after the destruction or damage of the original records. Further, the Lafayette County Chancery Clerk shall be required to make and prepare such copies or duplicates of records, and to safekeep and preserve such copies or duplicates at points of storage at a location within the state other than the legally designated or customary location and depository of the original of such records. The Lafayette County Chancery shall, further, preserve and maintain the original of any record set forth herein. The Lafayette County Chancery Clerk shall at all times abide by the requirements set forth by MCA §19-95-1 and MCA §25-60-1, unless and until the County properly exempts itself from said sections requirements.
4. The Lafayette County Board of Supervisors agrees to pay, and the Lafayette County Chancery Clerk agrees to accept, as compensation for her services the sum of Twenty Thousand and No 100 Dollars (\$20,000.00). Said compensation may be adjusted, not more than annually, by mutual written agreement of the parties, which is spread upon the minutes of the Lafayette County Board of Supervisors. The Lafayette County

Chancery Clerk agrees to hire and pay from her fee account, part-time employees to perform the duties necessary to restore the records kept in her office.

5. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the Lafayette County Board of Supervisors and the Lafayette County Chancery Clerk as allowed by applicable state and federal law.
6. This agreement may be terminated by either party upon the giving of thirty (30) days prior written notice to the other party.
7. This agreement shall be governed by the laws of the State of Mississippi.
8. Nothing in this agreement shall be construed to constitute any relationship between the Lafayette County Board of Supervisors and the Lafayette County Chancery Clerk which is not already recognized by state or federal law.
9. The foregoing contains the entire agreement of the parties and may not be altered, amended or terminated except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the 18 day of August, 2014.

LAFAYETTE COUNTY BOARD OF SUPERVISORS

By: _____

Jeff Busby
Jeff Busby, President

LAFAYETTE COUNTY CHANCERY CLERK

By: _____

Sherry Wall
Sherry J. Wall

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said County and State, and within my jurisdiction, the within named JEFF BUSBY, who acknowledged that he is President of the Lafayette County Board of Supervisors, and that for and on behalf of the said Board, and as its act and deed, he signed, sealed and delivered the above and foregoing Contract for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal this the 18 day of August, 2014.

Gloria Nicks
NOTARY PUBLIC

My Commission Expires:

07/30/2016



STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said County and State, and within my jurisdiction, the within named SHERRY J. WALL, who acknowledged that she is the Lafayette County Chancery Clerk, and acknowledged she signed and delivered the above and foregoing Contract as her free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal this the 18th day of August, 2014.

Gloria Nicks
NOTARY PUBLIC

My Commission Expires:

07/30/2016