


**ORDER: APPROVE THE ANNUAL CONTRACT FOR SERVICES WITH CIRCUIT  
CLERK FOR PRESERVING ESSENTIAL PUBLIC RECORDS**

Motion was made by Brent Larson, duly seconded by Chad McLarty, to approve the annual contract for services with Circuit Clerk for preserving essential public records.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 15<sup>th</sup> day of March, 2021.

  
Mike Roberts, President  
Board of Supervisors

  
Sherry Wall, Chancery Clerk

## **CONTRACT FOR SERVICES**

This Contract for Services is made and entered into effective as of the 4<sup>th</sup> day of January, 2021 by and between the Lafayette County Board of Supervisors and the Lafayette County Circuit Court Clerk.

WHEREAS, the Lafayette County Board of Supervisors (the "Board") desires to secure and maintain the services of the Lafayette County Circuit Court Clerk (the "Clerk") for the purpose of preserving essential public records pursuant to Mississippi Code Annotated § 19-15-1, et seq., as annotated and amended (the "Code") and, further, the Clerk desires to enter into this agreement to maintain and preserve essential public records pursuant to the Code 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 Board does hereby contract with the Clerk for a term of one (1) year commencing January 4, 2021 and ending December 31, 2021. This agreement will thereafter 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. In the event this agreement extends beyond the term of the existing term of the majority of the membership of the Board, it will be deemed to automatically renew and be binding upon the successor Board unless, by majority vote, the incoming Board terminates the same.
2. The 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 Clerk to take all actions necessary to maintain and preserve essential public records as set forth in Mississippi Code Annotated § 19-15-1, et seq. (as annotated and amended). The Clerk shall preserve records deemed by the Board to be an essential record necessary to the operation of Lafayette County, Mississippi, as a political subdivision of the State of Mississippi, 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 Clerk shall be required to make and prepare such copies or duplicates of records, and to safely keep 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 Clerk shall, further, preserve and maintain the original of any record set forth herein. The Clerk shall at all times abide by the requirements set forth by the Code, and MCA § 25-60-1, unless and until the Board properly exempts Lafayette County from said sections requirements.
4. The Board agrees to pay, and the Clerk agrees to accept, as compensation for his services the sum of Eight Thousand Five Hundred Dollars (\$8,500.00). Said compensation may be adjusted, not more than annually, by mutual written agreement of parties, which is spread upon the minutes of the Lafayette County Board of Supervisors.
5. This agreement shall be binding upon and inure to the benefit of the successors and assigns the Board and the Clerk as allowed by applicable state and federal law

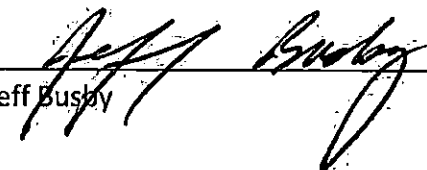
6. This agreement may be terminated by either party upon the giving of thirty (30) days prior written notice to the other party.
7. This agreement shall be governed by the laws of the State of Mississippi.
8. Nothing in this agreement shall be construed to constitute any relationship between the Board and the 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 \_\_\_\_ day of \_\_\_\_\_, 2021.

**LAFAYETTE COUNTY BOARD OF SUPERVISORS:**

By: \_\_\_\_\_  
Mike Roberts, President

**LAFAYETTE COUNTY CIRCUIT COURT CLERK**

By:  \_\_\_\_\_  
Jeff Busby

Attest: \_\_\_\_\_