

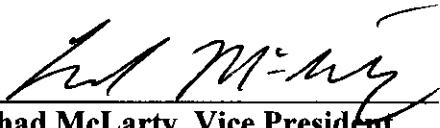
**ORDER: APPROVE ANNUAL CONTRACT WITH CIRCUIT CLERK FOR
SETTING UP, TESTING AND PROGRAMMING VOTING
MACHINES AND POLLBOOKS FOR ELECTIONS**

Motion was made by Brent Larson, duly seconded by Larry Gillespie, to approve annual contract with Circuit Clerk for setting up, testing and programming voting machines and Pollbooks for elections.

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, absent

After the vote, Vice President McLarty, declared the motion carried, this the 3rd day of January, 2022.


Chad McLarty, Vice President
Board of Supervisors


Sherry Wall, Chancery Clerk

CONTRACT FOR SERVICES

This Contract for Services is made and entered by and between the Lafayette County Board of Supervisors and the Lafayette County Circuit Court Clerk.

Whereas, the Lafayette County Board of Supervisors desires to secure and maintain the services of the Lafayette County Circuit Court Clerk for the purpose of setting up, testing and programming Voting Machines and Pollbooks for the Primary Elections, the General Election and any and all Special Elections, pursuant to *§23-15-533 and §23-15-43 of the Mississippi Code Annotated of 1972*, and further, the Lafayette County Circuit Court Clerk desires to enter into this agreement to perform the duties necessary to setting up, testing and programming voting machines and pollbooks for all the Primary Elections, the General Election and any and all Special Elections 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 of Supervisors does hereby contract with the Lafayette County Circuit Court Clerk for his/her services in relation to the Primary Elections, the General Election and any and all Special Elections held by Lafayette County, unless this agreement is sooner terminated or extended under the terms hereinafter set forth in this agreement and allowable by Mississippi law. The Lafayette County Circuit Court 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.
2. Duties of the Lafayette County Circuit Court Clerk: It shall be the duty of the Lafayette County Circuit Court Clerk to take all actions necessary to prepare for an election including setting up, programming, testing and taking down and setting them for election all the voting machines and pollbooks deemed necessary for each Primary, General and any and all Special Elections.
3. The Lafayette County Board of Supervisors agrees to pay and the Lafayette County Circuit Court Clerk agrees to accept compensation for his/her services in the amount of \$12,600.00 for each Primary and general election and \$8,900.00 for any special election or runoff election held in Lafayette County. This includes programming all machines and pollbooks.
4. 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 Circuit Court Clerk as allowed by applicable state and federal law.
5. This agreement shall be governed by the State of Mississippi.
6. Nothing in this agreement shall be construed to constitute any relation between the Lafayette County Board of Supervisors and the Lafayette County Circuit Court Clerk, which is not already recognized by state and federal law.
7. 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.

IN WITNESS WHEREOF, the parties have executed this agreement as of the ____ day of _____, 20 22.

LAFAYETTE COUNTY BOARD OF SUPERVISORS:

By: _____

Board President

LAFAYETTE COUNTY CIRCUIT COURT CLERK

By: _____

Jeff Busby, Circuit Clerk