ORDER: APPROVE CONTRACT WITH CHANCERY CLERK FOR SCANNING OF RECORDS

Motion was made by Scott Allen, duly seconded by John Morgan, to approve contract with Chancery Clerk for scanning of records.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes Supervisor John Morgan, voted yes Supervisor Tim Gordon, voted yes Supervisor Scott Allen, voted yes Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 16th day of June, 2025.

Brent Larson, President Board of Supervisors Mike Roberts, Chancery Clerk

CONTRACT FOR SERVICES

This Contract for Services (hereinafter referred to as "Contract") is made and entered into effective on the 1st day of October, 2024, by and between the Lafayette County Board of Supervisors and Lafayette County Chancery Clerk, Mike Roberts.

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 2025 commencing on October 1, 2024 and ending September 30, 2025. 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. In the event this agreement extends beyond the term of the existing term of the majority of the membership of the Lafayette County Board of Supervisors, it will be deemed to automatically renew and be binding upon the successor Board of Supervisors unless, by majority vote, the incoming Board terminates the same.
- 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 her 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.
- 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 day of September, 2024.
LAFAYETTE COUNTY BOARD OF SUPERVISORS By:
Brent Larson, President LAFAYETTE COUNTY CHANCERY CLERK

Mike Robert

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 BRENT LARSON, 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 day of September 2024

NOTARY PUBLIC

My Commission Expires:

9-13-2025

OF MISS

PAULA CHILDRESS

STATE OF MISSISSIPPI

Commission Expires

Sept. 13, 2026

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 MIKE ROBERTS, 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.

ULA CHILDRE
Commission Expires

Given under my hand and official seal this the total day of September, 2024

NOTARY PUBLIC

My Commission Expires:

9-13-2025