

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE SECRETARY OF STATE OF THE STATE OF MISSISSIPPI
AND MADISON COUNTY, MISSISSIPPI**

This Memorandum of Understanding, herein referred to as "MOU", is made and entered into by and between the Secretary of State of the State of Mississippi, here in referred to as "MSOS", and Madison County, Mississippi, a political subdivision of the State of Mississippi, herein referred to as "County", as of the _____ day of _____, 2020.

RECITALS:

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic, and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. § 33-15-11(b)(17), the Governor Tate Reeves declared that a State of Emergency exists in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on November 3, 2020, there will be an election for the President of the United States, United States Senate, United States Congressmen, County Election Commissioner, Initiative 65, Legislative Alternative to Initiative 65, Constitutional Amendment pursuant to House Concurrent Resolution 47, Design for the State flag as proposed, and various other special elections around the State; and

WHEREAS, in response to the COVID-19 pandemic and the several elections to take place on November 3, 2020, the Mississippi Legislature enacted House Bill 1789 during the 2020 Regular Session ("HB 1789"), appropriating funds to MSOS to distribute to the counties of Mississippi for the purposes contained provided within HB 1789; and

WHEREAS, HB 1789 Section 2 (1)(a) provides that Two Hundred Fifty-Four Thousand, Eight Hundred Seventy-Five Dollars (\$ 254,875.00) of the funds appropriated to MSOS are to be distributed to the board of supervisors of each county to hire an additional poll managers for each precinct based on the pro rata share of precincts in the county for election day at the cost of One Hundred Twenty-Five Dollars (\$125.00) per additional poll manager; and

WHEREAS, there are one thousand, seven hundred seventy-six (1,776) precincts in the State; and

WHEREAS, there are forty-three (43) voting precincts located within the County, and based on the pro rata share set forth in HB 1789 of an additional One Hundred Twenty-Five Dollars (\$125.00) per precinct for the hiring of additional poll managers for each, the County may receive \$10500.00 from the appropriated funds.

NOW, THEREFORE, in recognition of the foregoing, MSOS and the County hereby understand and agree as follows:

1. **Disbursement of Funds.** MSOS will distribute to the County monies in the amount of \$10500.00, for the purpose of hiring an additional poll manager for each of its forty-three (43) precincts, to aid in disinfecting the polling place, promoting social distancing within the polling place, facilitating potential increases in curbside voting, distributing personal protective equipment and any other issue that might arise on election day due to the COVID-19 public health emergency. The funds will be disbursed by MOS to the County in the same manner that Election Support Funds are distributed to the County by MSOS.

2. **Expenditure of Funds.** In accordance with HB 1789 Section 3, the County agrees that it has not and will not expend, or otherwise use for any purpose, the provided funds if the County has received reimbursement for that expenditure, or other use, from another source of funds.

3. **Documentation of Expenditures.** The County agrees to maintain copies of all invoices or similar documentation, such as poll manager payroll, for each expenditure of the funds provided under this MOU and will provide the maintained documents to MSOS upon payment for the purpose of MSOS certifying to the Department of Finance and Administration that each expenditure of the funds are in compliance with guidelines, guidance, rules, regulations, and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act.

4. **Application.** This MOU serves as the County's application to MSOS for the funds appropriated under HB 1789 Section 2(a), as required by HB 1789 Section 2(2).

5. **Amendment.** This MOU may be modified or amended, but only in writing executed by each party, to reflect changes in law or requirements on either of the parties to this MOU. Nothing in this provision, however, will prevent MSOS from promulgating rules and regulations for general application in the State.

6. **No Third-Party Beneficiaries.** Neither this MOU, nor any of the agreements or understandings described in this MOU, shall confer, or be deemed to confer, upon any person, other than the parties hereto, any rights, remedies, obligations or liabilities whatsoever.

7. **No Effect on Statutory Requirements.** Nothing in this MOU or the agreements, understandings and acknowledgements memorialized in this MOU shall excuse MSOS or the County from complying with all applicable laws.

8. **Venue.** Any legal proceeding relating to this MOU may only be brought in the Circuit Court of Hinds County, Mississippi, and the County irrevocably consents to the jurisdiction of the Circuit Court of Hinds County, Mississippi, and waives any objection it may now or later have.

9. **Remaining Funds.** The County agrees if on November 15, 2020, any unexpended monies remain from the funds provided under this MOU, the County must transfer any unexpended

monies to the MSOS, that will be then transferred to the Unemployment Compensation Fund, in accordance with HB 1789 Section 2(3).

IN WITNESS THEREOF, MSOS and the County have executed this MOU on the respective dates indicated below, the County after approval by the Board of Supervisors of Madison County, Mississippi, at a meeting of the Board of Supervisors held on _____, 2020, the Resolution approving execution of this MOU by the President of Board of Supervisors and the Chancery Clerk of the County appearing at Minute Book ____, Page _____ of the records of the Board of Supervisors of the County.

Date: _____

MICHAEL WATSON
SECRETARY OF STATE
STATE OF MISSISSIPPI

MADISON COUNTY,
MISSISSIPPI

Date: _____

(Signature)

President, Board of Supervisors

ATTEST:

Chancery Clerk

MADISON COUNTY,
MISSISSIPPI

MADISON COUNTY ELECTION COMMISSION

Date: 10/14/20

[Signature]
Julia Hodges
Chair, Election Commission

ATTEST:

[Signature]
Circuit Clerk, Madison County, MS