

**AGREEMENT BETWEEN MADISON COUNTY DEMOCRATIC PARTY  
AND MADISON COUNTY CIRCUIT CLERK TO ASSIST IN THE CONDUCTING OF PARTY  
PRIMARY ELECTION WITH APPROVAL OF MADISON COUNTY BOARD OF  
SUPERVISORS**

**WHEREAS**, the primary elections for state and county offices for the State of Mississippi will take place on August 8, 2023, to determine the Democratic nominees for those offices, with a runoff election to be held, if necessary, on August 29, 2023 (“Elections”); and,

**WHEREAS**, the Madison County Democratic Party Executive Committee (the “Democratic Party”) has indicated its intent to hold said Elections;

**WHEREAS**, the Madison County Circuit Clerk (“Circuit Clerk”) agrees to assist the Democratic Party with specific duties in its Elections cited below upon the execution of this agreement (“Agreement”); and,

**WHEREAS**, during the 2001 Legislative Session, the Mississippi Legislature passed laws including, Mississippi Code Ann. § 23-15-266 and related sections, enabling County Party Executive Committees to enter into written agreements with Circuit Clerks to perform certain specified duties in primary elections. Those agreed upon duties may be performed by the Commission following the timely signing of such agreements; and,

**WHEREAS**, as the Madison County Board of Supervisors has an abiding financial interest in the preservation of the voting equipment to be used by the Madison County Democratic Party, under the supervision of the Madison County Circuit Clerk, the Circuit Clerk is required, if necessary, to seek compensation from the Madison County Democratic Party for any damage to the voting equipment that can be reasonably demonstrated to be caused by the misuse of the voting equipment during the time the equipment was being used in the party primary election (normal wear and tear and depreciation being excepted.) The Madison County Democratic Party understands and accepts the obligation to reimburse the Circuit Clerk for the cost of repairs to the voting equipment shown to be damaged due to said misuse (normal wear and tear and depreciation excepted.)


**WHEREAS**, the undersigned have agreed upon the following terms of the Agreement herein for the conduct of the Elections; therefore,

**BE IT SO RESOLVED:**

1. **POLL WORKER TRAINING.** The Democratic Party shall be responsible for the training of poll workers with the assistance of the Circuit Clerk in providing and demonstrating the use of voting machines, as requested. The Circuit Clerk must first obtain the approval of the Board of Supervisors to provide the County’s voting equipment to the Democratic Party for the purposes of training poll workers. Throughout the training period, the Circuit Clerk and her deputies shall retain custody of the County’s voting equipment.
2. **ORDERING BALLOTS.** Democratic Party will have final authority on the number of ballots for each precinct. The ballot order shall comply with the statutory requirement for the number of ballots to be ordered.

3. **PROGRAMMING OF VOTING EQUIPMENT.** The Circuit Clerk shall be responsible for the programming, testing and related work on the County's voting equipment for the Democratic Party's Elections. The Democratic Party is entitled to observe and be fully informed during this process.
5. **DAMAGES TO THE EQUIPMENT.** The Democratic Party shall be responsible for the cost of repairs for damage to the voting equipment shown to be directly caused by misuse or negligence during the time the equipment was being used by the Democratic Party (normal wear and tear excepted.)
6. **RECEIPT, VERIFICATION AND TRANSPORT OF ELECTION NIGHT MATERIALS.**  
The designated Democratic Party check-in table will collect the 3-ring binder for the precinct and verify with the "Accountability Sheet," that the following are accurate.
- a) Verify Seal Numbers for the unused ballots inside green ballot bags;
  - b) Verify Seal Numbers for blue ballot boxes from the scanners;
  - c) Verify Seal Numbers for green affidavit ballot bags;
  - d) Receive all electronic tablets, verify serial numbers, and secure in area designated by C.C.
  - e) Receive red supply bags and attach seal of not properly sealed, recording numbers; then stack in C.C.'s Storage Closet
  - f) Transport blue ballot bags and green affidavit bags to C.C.'s Storage Closet
7. **ENTIRE AGREEMENT.** The Circuit Clerk will not be responsible for any other tasks unless agreed to in writing in a subsequent agreement. This document contains the entire agreement between the undersigned.

**WITNESS SIGNATURES BELOW:**

  
\_\_\_\_\_  
Howard Brown  
Chairman  
Democratic Party Executive Committee  
Madison County, Mississippi

Date: June 27, 2023

\_\_\_\_\_  
Anita Wray  
Circuit Clerk  
Madison County, Mississippi

Date: \_\_\_\_\_

Witnessed:

\_\_\_\_\_  
Gerald Steen, President  
Madison County Board of Supervisors

Date: \_\_\_\_\_