

CONTRACT FOR TECHNICAL SERVICES

This Contract for services is made and entered by and between the Madison County Election Commission and the Madison County Circuit Clerk.

Whereas, the Madison County Election Commission desires to secure and maintain the technical services of the Madison County Circuit Clerk for the purpose of programming the necessary electronic voting equipment for any and all primary, general and special elections as necessary, and further, the Madison County Circuit Clerk desires to enter into this agreement to perform the duties required to program the necessary electronic voting equipment for any and all primary, general and special elections as necessary, upon the terms and conditions herein set forth.

Now therefore, in consideration of the premises and the mutual agreement hereinafter contained, the parties hereby agree as follows:

1. Under the authority of Mississippi Code Section §23-15-219, the Election Commission does hereby contract with the Madison County Circuit Clerk for her technical services, as described in Paragraph 2, in relation to any and all primary, general and special elections held by Madison County, unless this agreement is sooner terminated or extended under the terms hereinafter set forth in this agreement and allowable by Mississippi law. The Madison County Circuit Clerk hereby accepts the terms of this Agreement and shall devote the necessary time and best efforts to the performance of her duties under this contract.
2. The Madison County Circuit Clerk agrees to take all actions necessary for assisting in the programming of memory devices in electronic election equipment for any and all primary, general and special elections held by Madison County. This service is not statutorily required to be performed by the registrar or deputy registrar and the Madison County Election Commission deems this service necessary for the execution of its elections.
3. The Madison County Circuit Clerk also agrees to accept compensation for her services the amount of Fifty Dollars (\$50.00) per memory device programmed for each item of electronic election equipment for any and all primary, general and special elections. Said payment shall be made entirely from the Circuit Clerk's fee clearing accounts upon approval of this Agreement by the Madison County Board of Supervisors pursuant to Mississippi Code Sections §23-15-219 and §9-1-43(1). This Agreement does not create any obligation of payment from the Madison County Board of Supervisors nor the Madison County Election Commission.
4. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the Madison County Election Commission and the Madison County Circuit Clerk.
5. Nothing in this agreement shall be construed to constitute any relation between the Madison County Election Commission and the Madison County Circuit Clerk which is not already recognized by applicable state and federal law.
6. 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 9th day of September, 2024.

Madison County Election Commission

By: Helen Carney
Helen Carney, Chair

Madison County Circuit Clerk

By: Anita Wray
Anita Wray, Circuit Clerk