

CONTRACT FOR SERVICES

This contract for services is made and entered by and between the City of Bay St. Louis and the Hancock County Circuit Clerk.

Whereas, the City of Bay St. Louis desires to secure and maintain the services of the Hancock County Circuit Clerk for the purpose of redistricting pursuant to Section 23-15-225 of Mississippi Code Annotated of 1972, or otherwise as provided by law, and further the Hancock County Circuit Clerk desires to enter into this agreement to perform the duties necessary to implement the Redistricting Plan adopted for the City of Bay St. Louis.

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

1. The City of Bay St. Louis Mayor and City Council does hereby contract with the Hancock County Circuit Court Clerk for her services in relation to redistricting of any and all City wards and/or precincts for the City of Bay St. Louis unless this agreement is sooner terminated or extended as allowable by Mississippi law. The Hancock County Circuit Court Clerk hereby accepts the terms of said services and shall devote the necessary time and efforts to the performance of her duties under this contract.
2. It shall be the duty of the Hancock County Circuit Clerk to take any and all actions necessary to modify the county voter rolls in the Statewide Elections Management System (SEMS) of the boundary changes adopted by the City of Bay St. Louis Mayor and City Council in order to eliminate the risk of adversely affecting the City elections to be held in 2025.
3. The Circuit Clerk shall be provided with a legal description and map of updated ward lines as approved by the City of Bay St. Louis Mayor and City Council and an updated City map with street-based index including directions of streets and location of odd and even house numbers and such other information as shall be reasonably required by the Circuit Clerk to perform these services.
4. The Circuit Clerk shall be notified of any precinct changes no later than the 1 day of July, 2024, prior to the 2025 primary elections in order to properly notify voters of their new precinct.
5. The City of Bay St. Louis Mayor and City Council agrees to pay and the Hancock County Circuit Court Clerk agrees to accept as compensation for her services for all services rendered under this agreement a sum not to exceed \$2,500.00. The

Hancock County Circuit Clerk shall present the City of Bay St. Louis Mayor and City Council with a written pay request for the work performed at the completion of the work. The services of the Hancock County Circuit Clerk shall include preparing and mailing notice to all affected registered voters and preparation and submission to the City of a complete and revised voter registration roll indexed by the City's six newly created Wards sufficient for the City's Election Commission to use in the upcoming 2025 primary and general elections.

6. Said services contracted to be performed by the Hancock County Circuit Clerk are not statutorily required to be performed by the election commission and are over and above the regular statutory duties of the registrar/Circuit Clerk.
7. This agreement shall be binding upon and insure to the benefit of the successors and assigns of the City of Bay St. Louis Mayor and City Council and the Hancock County Circuit Clerk as allowed by applicable state and federal law.
8. This agreement shall be governed by the laws of the State of Mississippi.
9. Nothing in this agreement shall be construed to constitute any relationship between the City of Bay St. Louis Mayor and City Council and the Hancock County Circuit Clerk which is not already recognized by state and federal law.
10. 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 THEREOF, the parties have executed this agreement as of the day of _____, 2024

CITY OF BAY ST LOUIS MAYOR AND CITY COUNCIL

BY: _____
Mike Favre, Mayor

HANCOCK COUNTY CIRCUIT CLERK

BY: _____ Kendra Necaise, Circuit Clerk