

**CONTRACT FOR ADMINISTRATIVE AND ELECTION SUPPORT SERVICES TO  
THE CITY OF VICKSBURG FOR THE MUNICIPAL ELECTION 2025**

This Agreement entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the Board of Mayor and Aldermen of the City of Vicksburg (hereinafter known as City) and ELVA A. SMITH (hereinafter known as **Contractor**).

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements herein contained, City and Contractor agree that the Contractor will provide training and support for the City Clerk and staff with the Statewide Election Management System (SEMS) for both pre and post-election support services, conduct training for the Municipal Election Commissioners, Deputy Clerks and Poll Managers to prepare for the Municipal Election 2025 for the Board of Mayor and Aldermen, provide election support pre and post the Municipal Election with Logics and Accuracy Test, absentees and affidavits to generate voting results and reports data in SEMS, GEMS and Voting Works for the Municipal Election, assist with GEMS, SEMS and Voting Works set up, training and operation, and other election support duties.

**I. TERM OF CONTRACT:**

(A) Contractor shall commence services on or about December 26, 2024 and shall continue until July 1, 2025 unless terminated earlier as provided herein. This contract supersedes any previous contracts between the parties and any other contracts with any other parties.

(B) Contractor shall devote necessary personnel, equipment, and materials during the term of this contract to providing election support services.

**II. TERMINATION OF CONTRACT:**

(A) **Termination With or Without Cause.** City shall have the right to terminate this contract at any time with or without cause upon the giving often (10) working days written notice to Contractor. The date said written notice is given shall state the effective date of said termination. Any and all obligations of City under this Agreement shall cease on the effective date written notice of termination hereunder is given to Contractor.

(B) Contractor shall have the right to terminate this Contract at any time upon giving the City ten (10) working days written notice. Upon the effective date of such termination by Contractor for any reason, with or without cause, any and all obligations of City under this Agreement (including compensation due, obligations to pay) shall cease on the effective date of said termination.

(C) Notice of termination shall be sent to the following parties at the following address:

City Clerk  
1401 Walnut Street  
P.O. Box 150  
Vicksburg, Mississippi 39180

ELVA A. SMITH  
2606 Ken Karyl Avenue  
Vicksburg, Mississippi 39180  
601-415-1497

**III. INDEPENDENT CONTRACTOR AND INDEMNITY**

Contractor acknowledges that she is an independent contractor and is not to be considered in any way subject to control by the City. Contractor shall not receive any fringe benefits, including

but not limited to sick and personal leave, insurance, etc., from the City of Vicksburg and shall be responsible for the payment of any and all taxes.

Additionally, Contractor agrees to indemnify and hold the City of Vicksburg harmless from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fee, resulting from acts or omissions of the Contractor, Contractor's servants and employees in the performance of this contract; provided however, Contractor shall not be liable for any claims, actions, suits, causes of action or demands, court costs and attorney's fees arising out of a willful or negligent act or omission by the City or its officers, agents, servants and employees.

**IV. COMPENSATION:**

Contractor shall be paid the sum of \$50.00 per hour/ 500 hours or less and shall not exceed \$25,000.00. She shall submit an invoice to the City of Vicksburg Purchasing Department on or before the fifth (5<sup>th</sup>) day of each month in order to be paid on the 10<sup>th</sup> and/or on or before the 20<sup>th</sup> of each month in order to be paid on the 25<sup>th</sup>.

**V. SAFETY:** CONTRACTOR shall adhere to all current industry standards for safety while performing the scope of services in this Agreement.

**VI. WAIVER:**

The waiver by City of any breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Contractor.

**VII. CAPTIONS:**

Captions to and headings of the Paragraphs and Sections of This Agreement are solely for the convenience of the parties and not a part of this Agreement and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof

**IX. AMENDMENTS:**

This Agreement represents the entire agreement between the parties and supersedes any and all prior understandings and agreements, written or oral, between the parties. This Agreement, and any of its terms, conditions and provisions, may be modified, amended, deleted and supplemented only by mutual agreement in writing signed by all of the parties hereto.

**X. SEVERABILITY:** To the extent this Agreement may be construed as to any portion to be violative of any state, federal, or local ordinance, statute, law, or regulation, now or in the future, the balance hereof shall remain in full force and effect.

**XL GOVERNING LAW:** This contract shall be governed by the Laws of the State of Mississippi.

**IN WITNESS WHEREOF**, the parties have absolutely executed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF VICKSBURG

**CONTRACTOR:**

BY: \_\_\_\_\_

GEORGE FLAGGS, JR., MAYOR  
CITY OF VICKSBURG, MISSISSIPPI

BY: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'E.A. Smith', written over a horizontal line.

ELVA A. SMITHs