

**PROFESSIONAL SERVICES AGREEMENT FOR WARD 2
CONSTITUENT COMMUNICATIONS AND ENGAGEMENT COORDINATOR**

This Professional Services Agreement (hereinafter "Agreement") is made and entered into this 20th day of July, 2026 (the "Effective Date"), by and between the City of Vicksburg, Mississippi, a political subdivision of the State of Mississippi, acting by and through its Board of Mayor and Aldermen (hereinafter "City"), and CARLON ROSS, a sole proprietor located in Warren County, Mississippi (hereinafter "Contractor") and hereinafter together "Parties."

RECITALS

WHEREAS, Contractor has the capability and capacity to provide certain services needed to ensure that Ward 2 constituents' concerns and needs are being documented and addressed with accessible communication; and

WHEREAS, the City desires to retain Contractor to provide the said services under the terms and conditions hereinafter set forth, and Contractor is willing to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SCOPE OF SERVICES:** The Contractor shall, under the direction of Ward 2 Alderwoman Vickie Y. Bailey, be responsible for developing public information campaigns, creating informational flyers, preparing constituent newsletters, preparing press releases, drafting public service announcements, developing educational materials, attending community ward and city sponsored events, assisting with public engagement, documenting community concerns, photographing and recording through cameras, providing live event coverage for Ward 2, developing promotional and public information videos, producing event flyers, community announcements, educational graphics, social media graphics, infographics and public awareness campaigns, developing and maintaining social media accounts for Ward 2 with added services of content scheduling, caption writing, audience engagement, performance analytics with monthly reporting and brand management and constituent engagement. n, as well as any other such duties that the Contractor may be assigned by Ward 2 Alderwoman Vickie Y. Bailey or prescribed by law and shall at all times competently perform such duties in a manner satisfactory to the City.
2. **TERM OF AGREEMENT:** This Agreement shall be for three (3) years commencing on July 10, 2026, and ending on July 1, 2029 (hereinafter "Expiration Date") unless the parties mutually agree in writing to extend the agreement.
3. **COMPENSATION:** Contractor shall be paid at the rate of \$25.00 per hour for all services performed and shall not exceed \$2,500.00 per month. The Contractor must submit a detailed invoice of all services performed to the City of Vicksburg's Purchasing Department on or before the fifth (5th) day of each month to be paid on the tenth (10th) or other scheduled date if the tenth (10th) falls on a holiday or weekend day. He must submit an invoice to the Purchasing Department on or before the twentieth (20th) day of each month to be paid on the twenty-fifth (25th) or other scheduled date if the twenty-fifth (25th) falls on a holiday or weekend day. *Contractor will not receive or be entitled to any mileage reimbursement from the City. Contractor shall only be paid upon submission and approval of an invoice.* Payment will be made within forty-five (45) days of an approved invoice.

4. **INDEPENDENT CONTRACTOR:** The Contractor is, and shall be at all times, an independent contractor and not an employee of the City. The City shall not be responsible for withholding any federal or state taxes, FICA, or other payroll taxes on behalf of the Contractor.

5. **TERMINATION:** The City, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor.

A. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

- i. breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or
- ii. becomes insolvent or admits its inability to pay its debts generally as they become due;
- iii. becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing;
- iv. is dissolved or liquidated or takes any corporate action for such purpose;
- v. makes a general assignment for the benefit of creditors; or
- vi. has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

B. Upon expiration or termination of this Agreement for any reason, Contractor shall

- i. promptly deliver to the City all documents, work product and other materials that are to be delivered to the City hereunder or prepared by or on behalf of Contractor in the course of performing the Services, including any items identified as such in Contractor's Proposal ("Deliverables") (whether complete or incomplete) for which the City has paid, and any documents, data, know-how, methodologies, software and other materials provided to Contractor by the City;
- ii. promptly remove any equipment, systems, cabling or facilities provided by or on behalf of Contractor and used directly or indirectly in the provision of the Services located at the City's premises;
- iii. provide reasonable cooperation and assistance to the City upon the City's written request and at the City's expense in transitioning the Services to an alternate contractor; and
- iv. on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided.

6. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Contractor's work under this Agreement, provided that any such claim is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

7. GENERAL PROVISIONS

A. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

- B. Entire Agreement: This Agreement, including the referenced Invitation for Bids and Exhibit A, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.
- C. Assignment: The Contractor shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the City.
- D. Notices: All notices required under this Agreement shall be in writing and sent to the addresses listed above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF VICKSBURG, MISSISSIPPI

By: _____
Willis Thompson, Mayor

Date: 7/20/26

CARLON ROSS

By: *Carlton Ross*

Date: 7/10/26

TERM OF AGREEMENT: This Agreement shall be in full force and effect from the date of execution until the completion of the project, and shall be subject to the terms and conditions of the Invitation for Bids and Exhibit A.

COMPENSATION: The Contractor shall be paid a fee of \$2,500.00 per month, which shall not exceed \$2,500.00 per month. The fee shall be paid to the Contractor by the City of Vicksburg, Mississippi, on the 15th day of each month, starting from the date of execution of this Agreement. The fee shall be paid in advance of any work performed by the Contractor. The fee shall be paid to the Contractor by the City of Vicksburg, Mississippi, on the 15th day of each month, starting from the date of execution of this Agreement. The fee shall be paid in advance of any work performed by the Contractor.