

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement entered into this the 17th day of November, 2025 between the Board of Mayor and Aldermen of the City of Vicksburg (hereinafter known as City) and **VOICES OF CALVARY MINISTRIES** (hereinafter known as Contractor).

WHEREAS, on November 18, 2024, the City entered into a Contract for Professional Services with the Contractor for the Contractor to host housing seminars and create housing programs for low to very-low income citizens residing in the City; and

WHEREAS, the City's Housing Department is committed to addressing the housing needs of very low and low-income families in the City and deems that this Contract is necessary for the City to continue providing housing services to citizens.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, City and Contractor agree that the Contractor should continue providing housing services to the City and Contractor agrees to provide all labor, equipment, materials and supplies to perform said services, under the following terms and conditions hereby agreed upon by the parties:

I. TERM OF CONTRACT:

(A) Contractor shall commence services on or about November 18, 2025, and this Contract shall remain in effect until November 18, 2026, unless terminated earlier as provided herein.

(B) Contractor shall devote necessary personnel, equipment, and materials during the term of this contract to perform the following:

1. Contractor shall host seminars for the City of Vicksburg on a quarterly basis on the following with travel and set up included and shall keep a log of the dates, times and participants attending the seminars:
 - a. Home Buyer Education;
 - b. Financial Literacy;
 - c. Life Skills & Workforce Development Training (Travel and Set-up); and
 - d. Implement and Administer Down Payment Assistance Programs.
2. Contractor shall work with the City's Housing Department to create Housing Programs for low to very-low income persons by doing the following or utilizing the following:
 - a. USDA Self Help Construction Program;
 - b. Work with Housing Planning to identify abandoned lots and houses- Contractor will work onsite at the Vicksburg Housing Division at least twelve (12) hours per month with all other work being performed remotely;
 - c. Work with potential homeowners interested in owning abandoned houses and assist with financing for rehab or construction;
 - d. USDA 502 Home Financing; USDA 504 Repair Financing; and
 - e. FHLB Rehab Program.
3. Contractor will provide technical assist to Housing Department in addressing blight through the creation of a Blight Elimination Program which will involve the creation of a registry of abandoned and dilapidated houses, demolishing said properties and then building new, affordable housing on the cleared lots.

4. Other additional services and/or fees may be applied as needed and mutually agreed in writing between both parties (to include, but not limited to making application for assistance and/or grants; amount to be determined on each request subject to time, details, scope of work required to complete. When submitting the monthly invoices, itemization should include dates of seminars, number of potential applicants attending the seminar; creation of housing programs, and/or creations of application for grants along with the status of each application grant and its approval.

(C) The Contractor shall provide a detailed income showing the dates, times and services performed in carrying out this Contract.

(D) The parties can mutually agree in writing to extend or modify the terms of this Contract.

(E) Contract shall satisfactorily perform the professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Basic Services"). Such services shall include all usual and customary professional consulting services in connection with its work on the Project. That the City shall assist the Contractor with securing a location for the training to occur in Vicksburg, Mississippi.

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 of thirty (30) 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 thirty (30) 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.

III. INDEMNITY AND INSURANCE

Contractor is an independent contractor and will not receive any benefits from the City. Contractor will not be covered under the City's Worker's Compensation Plan or Liability Plan. Contractor assumes the risk of injury or liability. Contractor shall be responsible for payment of all taxes (federal, state and local) due as a result of this contract. Contractor shall provide a Certificate of Liability Insurance naming City of Vicksburg as additional insured. Said liability insurance should not be less than \$1,000,000.00 per occurrence and general aggregate, with an Excess Umbrella Liability policy of not less than \$1,000,000.00. Contractor shall provide Worker's Compensation as required by Mississippi Law.

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 agrees to receive the sum of \$3,000.00 per month (additional \$250.00 for set-up and

travel of quarterly seminars to cover additional staff and travel) and the Contractor shall submit an invoice detailing all services performed. Said invoice shall be submitted to the City of Vicksburg Purchasing Department on or before the fifth (5th) day of each month in order to be paid on the 10th and/or on or before the 20th of each month in order to be paid on the 25th.

V. IMMIGRANT STATUS VERIFICATION: CONTRACTOR represents that it is in compliance with the Immigration Reform and Control Act of 1986, as amended, in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws.

VI. NOTICES:

Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing in accordance with this Section 15.3, and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) five (5) Business Days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested:

As to the City:
Willis Thompson, Mayor
City of Vicksburg
1401 Walnut Street
Vicksburg, Mississippi 39180

With Copy to:
Deborah A. Kaiser-Nickson, City Clerk
City of Vicksburg
1401 Walnut Street
Vicksburg, Mississippi 39180

As to the Contractor:
Margaret Johnson, President/CEO
Voices of Calvary Ministries
531 W. Capitol Street
Jackson, Mississippi 39203

VII. 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.

VIII. 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.

XI. 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 17th day of November, 2025.

CITY OF VICKSBURG

BY: _____
WILLIS THOMPSON, MAYOR
CITY OF VICKSBURG, MISSISSIPPI

CONTRACTOR:
VOICES OF CALVARY MINISTRIES


BY: Margaret Johnson, President/CEO