CONTRACT FOR SERVICES

This Agreement entered into between the Board of Mayor and Aldermen of the City of Vicksburg (hereinafter known as City) and Clint Sanders, (hereinafter known as Contractor).

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, City and Contractor agree that Contractor will perform services as indicated on the attached Exhibit "A" at the Jesse Brent Lower Mississippi River Museum which is owned by the United States of America and is under the operational jurisdiction of the U.S. Army Corps of Engineers, located at 910 Washington Street, Vicksburg 39180 under the following terms and conditions hereby agreed upon by the parties:

I. TERM OF CONTRACT:

- (A) Contractor shall commence services on or about the <u>3rd</u> day of July, 2025 and ending July 2, 2026 unless said contract is terminated as set forth below in Section II A and B: Termination of Contract. This Contract supersedes any/all previous Contracts.
- (B) Contractor shall devote necessary time, skill, attention, and energies during the term of this contract to the duties and responsibilities assigned by Rachel N. Purdom, Natural Resources Management Specialist, Technical Support Section, or other designated Museum Supervisors as established by the Corps of Engineers.

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 ten (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.

III. COMPENSATION:

- (A) Contractor will work up to twenty (20) hours per week as directed by Rachel N. Purdom, Natural Resources Management Specialist, Technical Support Section, for the Museum, or other designated supervisor or director by the Corps of Engineers, which will typically be from 12:30 to 4:30 p.m. on Thursday and 8:30 a.m. to 4:30 p.m. on Friday and Saturday of each week unless other arrangements are made. Contractor will be paid at a rate of \$18.00 per hour for the term of the contract. 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 and Museum assume 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.
- (B) Contractor shall submit an invoice showing the number of hours worked within that time period and agreed to by Rachel N. Purdom or other designated supervisor or director for the Corps of Engineers. Said invoice shall be submitted to the City of Vicksburg 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.

IV. WAIVER:

The wavier 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.

V. DUTIES:

Contractor shall work under the direction of Rachel N. Purdom, Natural Resources Management Specialist, Technical Support Section, for and on behalf of the Corps of Engineers or other supervisor or director of the Museum. Contractor will perform all duties assigned by Rachel N. Purdom or other supervisor or director, to include but not be limited to those duties as indicated on the attached Exhibit A.

VI. INDEPENDENT CONTRACTOR:

The parties agree and acknowledge that the Contractor will act and serve in an independent capacity and not as an employee of the City, that the City does not control the hours, duties, or activities of the Contractor, and that the City assumes no liability, vicarious or otherwise, for actions of the Contractor while engaged in services for the Museum.

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.

VIII. 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.

IN WITNESS WHEREOF, the parties have absolutely executed this Agreement on this the <u>7th</u> day of <u>July</u> 2025.

CITY OF VICKSBURG

WILLIS T. THOMPSON, MAYOR

CONTRACTOR:

CLINT SANDERS

Duties of Operations Workers at Museum (Exhibit A)

Museum Opening/Closing

Turn on/off alarm system

Unlock/lock the front entrance doors and bottom entrance door

Turn on/off the ADA handicap automatic door switch

Put out and bring in fold out signs in front of the entrance on Washington St and on the sidewalk along Levee St

Turn on/off the Mississippi River Model (Stays off during winter months)

Turn on/off museum lights

Turn on/off master switch at front desk to turn on all computer driven displays with electronics

Turn on/off the Mat Sinking Unit video

Check to make sure all displays are working properly

Feed the fish as needed and log the information on the aquarium data form

Lock/unlock back door near the stream table for access to the boat

Front Desk/Museum Floor Duties

Greet each visitor at the front desk

Have each visitor sign in on the JBLMRM log (unless visiting as a large group tour)

Inform visitors about the 12 minute video on USACE and the lower MS River

Inform visitors about the 1.5 minute video on the Mat Sinking Unit

Inform visitors on the location of the restrooms and that the MVMS IV has no working restrooms

Periodically check and make sure the brochure racks are full and handouts are available

Prepare for group tours as needed

Answer guestions about the museum as needed

Assist visitors with working the displays as needed

Assist with special events as needed

Motor Vessel Mississippi IV

Lock/unlock the emergency exits all four decks the boat (A, B, C, Pilot House; Seven total)

Flip electrical breakers on/off on four decks of the boat (Engine Room, A, B, C; Five total)

Turn on/off light switch in the Pilot House and B Deck stairwells

Periodically check the emergency outside stairwell to make sure the door is not open

Periodically check the American Flag and Corps Flag. Make sure it is flown half-staff as needed