MISSISSIPPI LIBRARY COMMISSION
CONTRACT FOR PROFESSIONAL SERVICES

1. Purpose

This agreement creates a binding contract for services between **Selena Swink** hereinafter referred to as **"the Contractor"** and the **Mississippi Library Commission,** hereinafter referred to as **"the Library Commission."**

With this agreement, the Library Commission engages the Contractor to present a recorded webinar on the topic of Planning Summer Library Programming for Early Literacy under the topic of CSLP's 2025 theme, "Color Our World."

2. Scope of Services

The Contractor will perform and complete in a timely and satisfactory manner the following services:

- Create a 45 min – 1 hour webinar on Summer Library Programming for Early Literacy in accordance with CSLP's 2025 theme, "Color Our World"
- Agree to the recording of the webinar and its posting on the MLC YouTube channel and website
- Include PDFs of supplemental materials
- Provide the presentation materials to MLC staff no later than January 30, 2025, for review
- Present and record the webinar on or before February 13, 2025, facilitated by MLC

3. Contacts

The following staff has been empowered by the Library Commission to act as duly authorized representatives for this Agreement:

Primary: Jennifer Lena
jlena@mlc.lib.ms.us
601-432-4042

Secondary: Lynn Burris
lburris@mlc.lib.ms.us
601-432-4098

4. **Relationship of Parties**

It is understood by both parties that the Contractor is independent from the Library Commission and is not an employee of the Library Commission. The Library Commission, therefore, will not maintain any of the duties of an "employer" with respect to the Contractor.

During the performance of this contract, Contractor may not charge time to another state agency or governing authority.

Is the Contractor a retired Mississippi state government employee? (Circle one option)
Yes (No) Not Applicable (corporation or similar entity)

5. **Contract Effective Dates**

This Contract will become effective for the period of January 15, 2025, and ending on January 31, 2025, upon the approval and signature of the parties hereto.

6. **Terms of Payment**

A. In consideration for the satisfactory performance and final acceptance of services by the Library Commission, the Library Commission will compensate the Contractor a flat fee of **$150.00**.

B. A complete and correct invoice shall be submitted to the Library Commission after services are provided. Complete and correct invoices are payable within forty-five (45) days of receipt by the Library Commission. Any and all payments are subject to all regulations and laws applicable to payments made by the State of Mississippi.

7. **Modification / Amendments to Agreement**

This agreement may be modified or amended at any time during the agreement period. Said modification(s) or amendment(s) must be agreed upon and signed by both parties.

8. **Termination of Agreement**

Either party may terminate the agreement provided the other party gives written notice to terminate at least seven (7) calendar days prior to termination. The parties may mutually terminate the agreement at any time throughout the agreement period without prior notification.

9. **Entire Agreement**

   A. If there is any conflict(s) between this Agreement and any other Agreement or Contract (verbal or written), the terms of this Agreement and the Attachments will prevail.

   B. This Agreement and Attachments shall be governed by the laws of the State of Mississippi in the County of Hinds.

   C. This Agreement is hereby made subject to the terms and conditions included in Attachment A, "Contract Clauses," and Attachment B, "Scope of Work", which are incorporated herein by reference and is made a part of this Agreement between Contractor and the Library Commission.

Acceptance of Agreement

Both parties hereby acknowledge and accept the terms and conditions of this Agreement as evidenced by the signatures of these authorized persons set forth:

MISSISSIPPI LIBRARY COMMISSION	**CONTRACTOR**
Jennifer Lena	Selena Swink Selena Swink (Jan 16, 2025 12:17 CST)
Jennifer Lena	**Selena Swink**
Jan 16, 2025	Jan 16, 2025
Date	**Date**

ATTACHMENT A
MISSISSIPPI LIBRARY COMMISSION
CONTRACT CLAUSES

APPLICABLE LAW
The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

APPROVAL
It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

AVAILABILITY OF FUNDS
It is expressly understood and agreed that the obligation of the Library Commission to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the Library Commission shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Library Commission of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY
Contractor understands that the Library Commission is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

COMPLIANCE WITH LAWS
Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

E-PAYMENT
Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

E-VERIFICATION
If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Library Commission

subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.
The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

NO LIMITATION OF LIABILITY
Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

PAYMODE
Payments by the Library Commission using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Library Commission may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

PROCUREMENT REGULATIONS
This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

PROPERTY RIGHTS
Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Library Commission may terminate this contract at any time for its own convenience.

REPRESENTATION REGARDING GRATUITIES
Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the Library Commission a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of the Library Commission has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

REQUIRED PUBLIC RECORDS AND TRANSPARENCY
Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that the Library Commission and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

STOP WORK ORDER
The Library Commission may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Library Commission. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Library Commission. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Library Commission has terminated that part of the agreement or terminated the agreement in its entirety. The Library Commission is not liable for payment for services which were not rendered due to the stop work order.

TERMINATION
Termination for Convenience. The Library Commission may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Library Commission shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
Termination for Default. If the Library Commission gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Library Commission may terminate the contract for default and the Contractor will be liable for the additional cost to the Library Commission to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.* Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES
By executing the contract the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Library Commission prior to contract execution.

EXCLUSION OR DEBARMENT

The contractor certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Contractor further certifies that it is not an agent of any such person or entity.

Contractor certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Contractor certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the contractor's failure to perform, default, or any other action or inaction by the contractor.

INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Library Commission. Nothing contained herein shall be deemed or construed by the Library Commission, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Library Commission and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Library Commission or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the Library Commission and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Library Commission. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Library Commission, and the Library Commission shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The Library Commission shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Library Commission shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Library Commission for its employees.

INFORMATION DESIGNATED BY AGENCY AS CONFIDENTIAL

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the Library Commission may result in the immediate termination of this agreement.

NOTICES
All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor:	Selena Swink 1915 Old Hillsboro Road Forest, MS 39074
For the agency:	Jennifer Lena, Deputy Executive Director Mississippi Library Commission 3881 Eastwood Drive Jackson, Mississippi 39211

ATTACHMENT B
SCOPE OF WORK

SCOPE OF WORK: CSLP 2025 Children's Early Literacy

OVERVIEW: Selena Swink will present a recorded webinar on the topic of Planning Summer Library Programming for Early Literacy under the topic of CSLP's 2025 theme, "Color Our World."

LOGISTICS:

• **PRESENTER/ORGANIZATION:**	Selena Swink / Central MS Regional Library System
• **LOCATION OF WORKSHOP**:	Mississippi Library Commission
• **DATE(S) OF WORKSHOP**:	February 13, 2025 for recorded webinar
• **TIME LENGTH OF WORKSHOP**:	45 min – 1 hour for recorded webinar
• **CLASS SIZE**:	n/a
• **COST OF WEBINAR:**	$150

RESPONSIBILITIES OF PRESENTER:

- Create a 45 min – 1 hour webinar on Summer Library Programming for Early Literacy in accordance with CSLP's 2025 theme, "Color Our World"
- Agree to the recording of the webinar and its posting on the MLC YouTube channel and website
- Include PDFs of supplemental materials
- Provide the presentation materials to MLC staff no later than January 30, 2025, for review
- Present and record the webinar on or before February 13, 2025, facilitated by MLC

RESPONSIBILITIES OF THE LIBRARY COMMISSION:

- Provide $150 to Selena Swink
- Provide the Zoom meeting space and a practice session for preparation
- Make copies of presentation materials and supplemental materials available to webinar viewers
- Facilitate and record the webinar and post it on the MLC YouTube channel and website

Contract FY2025 - Selena Swink

Final Audit Report 2025-01-16

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Signer sswink@cmrls.lib.ms.us entered name at signing as Selena Swink
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