

Bayard Public Library Park Garden Contract For Bayard Public Library, City of Bayard, New Mexico

Marie and Ralph Carter and the City of Bayard, New Mexico covenant, contract and agree as follows:

- 1) **Library Park Garden Contractor-** Marie and Ralph Carter, independent contractor, proposes that it is mutually agreed upon between the parties to maintain the Bayard Public Library Park Garden. Marie and Ralph shall be contracted by the City of Bayard to maintain the Library Park Garden.
- 2) **Place of Employment** Marie and Ralph Carter shall work at Bayard Public Library Park Garden, City of Bayard as needed.
- 3) **Equipment and Supplies** Marie and Ralph Carter may provide tools and equipment necessary to maintain the Library Park Garden. If the City of Bayard purchases any supplies or tools for the Independent Contractor they must remain at the Bayard Library. Bayard Head Librarian will submit purchase requests for approval from the City Clerk Treasurer and/or Mayor. If approved, the city will purchase the requested items.
- 4) **Status of Parties** Marie and Ralph Carter shall not be considered an employee of the City of Bayard. The relationship shall be considered as that of an independent contractor. Marie and Ralph Carter shall not be precluded from entering into a contract of employment or into another independent service contract provided that Marie and Ralph Carter retain the ability to fulfil the provisions of this agreement.
- 5) **Contract Term** The term of the contract will expire on **September 30, 2026**. The terms of this contract shall be at the discretion of the City of Bayard. The approval of this contract shall be approved at a council meeting.
- 6) **Responsibilities** Contractors Marie and Ralph Carter shall perform duties outlined in Exhibit A attached hereto and agrees to abide by all the City of Bayard policies, practices, procedures of the City and the laws of the State of New Mexico. Marie and Ralph shall devote their best efforts, energies, and skill to perform the duties and responsibilities attributable to this contract, and to this end, they shall devote sufficient time and attention to the business affairs of the Bayard Public Library Park Garden City of Bayard to ensure that assigned duties are completed in a timely, professional manner. Additional responsibilities are to be negotiated and agreed upon by an amendment in writing, approved and signed by the parties to this contract.
- 7) **Compensation:** In exchange for the services rendered and performed by Marie and Ralph, independent contractor, compensation will be in the sum of **\$300/month from July 2026 through September 2026**. The fees to be paid shall be for the services listed in Exhibit A. Marie and Ralph will submit an invoice to be paid in accordance with the City of Bayard bi-weekly.
- 8) **Termination of Agreement:** Upon Thirty (30) days written/email notice either party may terminate this agreement without cause. Upon such termination, the City shall be released from any and all further obligations under this agreement, except that the

City shall be obligated to pay compensation owing to the contractor through the day which contractor's service is terminated. All supplies purchased by the city shall remain the city's sole and exclusive property. Final compensation will not be paid until all supplies are returned.

- 9) **Assignment.** This contract may not be assigned, in whole or in part, without prior written consent of both parties hereto.
- 10) **Merger and Amendment.** This contract constitutes the full and complete understanding of the parties and supersedes all prior understandings and contracts entered into by the parties concerning the subject matter of this contract. This contract may not be modified or amended orally, but only by an amendment in writing, approved and signed by the parties to this contract.
- 11) **Subcontracting.** The Operator shall not subcontract any portion of the Operator services to be performed under this contract without the prior written approval of the City.
- 12) **Governing Law.** The Procurement Code, §§ 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and/or kickbacks. The laws of the State of New Mexico shall govern this Contract.
- 13) **Binding Effect.** This contract is binding upon, and inures to the benefit of the parties to this contract and their respective successors and assigns.
- 14) **Disputes.** In the event of any dispute, mediation, arbitration or litigation the laws of the State of New Mexico shall apply and the prevailing party shall be entitled to and awarded its attorney fees and costs therefore.

Dated this 16th day of July, 2026.

City of Bayard, New Mexico

By: _____
John L. Ojinaga, Mayor

Independent Contractor

By: _____
Marie Carter, Independent Contractor

By: _____
Ralph Carter, Independent Contractor

EXHIBIT A

- Assist Bayard Public Library, City of Bayard with labor and hand tools to keep the

grounds around the library healthy, growing, weeded and trimmed.

- The City of Bayard will provide supplies such as water, fertilizer, seeds, plants and other materials as needed.
- Contractor not responsible for conditions beyond our control.

DRAFT