

Contract for Finance Services

for City of Bayard, New Mexico

Martha Salas and the City of Bayard, New Mexico covenant, contract and agree as follows:

- 1) **Finance Services.** Martha Salas, independent contractor, proposes that it is mutually agreed upon between the parties to assist with financial Services. Martha Salas shall be contracted by the City of Bayard to assist with financial responsibilities which are outlined in Exhibit A.
- 2) **Place of Employment.** Martha Salas shall work at the City of Bayard with City employees after 5:00 p.m. on weekdays and/or 8:00 a.m. – 5 p.m. weekends, when City of Bayard staff requests her assistance.
- 3) **Office Equipment and Supplies.** The City of Bayard shall provide office equipment and supplies necessary to perform the tasks.
- 4) **Status of Parties.** Martha Salas shall not be considered an employee of the City of Bayard. The relationship shall be considered as that of an independent contractor. Martha Salas shall not be precluded from entering into a contract of employment or into another independent service contract provided that Martha Salas retains the ability to fulfill the provisions of this agreement.
- 5) **Contract Term.** 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.** Contractor 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. Martha Salas shall devote her best efforts, energies, and skill to perform the duties and responsibilities attributable to this contract, and to this end, she shall devote sufficient time and attention to the business affairs of the 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 Martha Salas, independent contractor, compensation will be in the sum of **\$60 an hour** plus GRT per year. The fees to be paid shall be for the services listed in Exhibit A. Martha Salas will submit an invoice to be paid in accordance with the City of Bayard regular pay dates.
- 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 records, files, lists, including computer generated lists and files, drawings, documents, and similar items relating

to the City's business which contractor shall prepare or receive from the city shall remain the city's sole and exclusive property.

- 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 ____ day of _____ 2023.

City of Bayard, New Mexico

By: _____
_____, Mayor

Independent Contractor

By: _____
Martha Salas, Finance Services Contractor

EXHIBIT A

- Assist in developing annual budget.
- Assists with the budget for departments and with reports on the status of funding availability and expenditures ensuring that they are properly classified.
- Assists with financial statements, quarterly reports and other reports required by the City to meet Department of Finance and Administration and federal government requirements.
- Assists with current grants and projects.
- Additional responsibilities are to be negotiated and agreed upon by an amendment in writing, approved and signed by the parties to this contract.