

Amendment to County Manager Agreement

THIS Amendment to the Memorandum of Agreement with Tony Boyd (“CONTRACT”) is made as of May 31, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico (“COUNTY”) and TONY BOYD (“BOYD”).

RECITALS:

1. The County and Boyd entered into a contract on June 1, 2015, attached hereto, and an amendment on May 25, 2016, whereby Boyd agreed to serve as County Manager; and
2. The existing agreement provides that the contract will be renewable annually at which time the Board may adjust the terms of this contract; and
3. The Board reviewed Boyd's contract, and has elected to extend the contract until October 1, 2017 days under the same terms and conditions currently in place except as otherwise provided herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated by reference as a material part of the CONTRACT as if the same were set out completely in the CONTRACT.
2. **Amendment.** The CONTRACT shall be amended as set forth in this instrument, and, except as expressly amended by this instrument, all of the terms, covenants and conditions shall remain in full force and effect as written. In the event of any conflict or discrepancy between this Amendment and the Agreement, this Amendment shall control.
3. **Exercise of Option pursuant to Section 3(A) of the Contract.** The Board of County Commissioners will renew Boyd’s contract until October 1, 2017.
4. **Amendment to Section 11 of the Contract.** Section 11 of the Contract is hereby deleted in its entirety and the following section is substituted in its place:

11. Termination



A. The Board may terminate the Agreement at anytime without cause and shall provide Boyd with no less than thirty (30) days advanced written notice. Boyd shall be paid one (1) month salary for every year he has served as the County Manager, unless terminated for cause, in which case no payment is due. All accrued vacation and sick leave shall be paid within ten (10) days of the contract's termination.

B. Alternatively, to the extent that Boyd is eligible for employment with the County and that Boyd would like to remain employed with the County, the Board will place Boyd in an available position with the County of the Board's choice at 75% of his salary.

5. **Evaluation.** The Board will evaluate Boyd's general performance no later September 1, 2017 utilizing a form promulgated by the Human Resources. Furthermore, the Board expects following tasks and direction to be completed and implemented:

- A. Complete Final Budget Balanced by the statutory deadlines.
- B. Complete a plan and action addressing each audit finding from FY 2016-17 that can be remedied in the 4-month period and a plan for each audit finding that cannot be completed in that time period.
- C. Present a complete and detailed Detention options for the Commission.
- D. Communication with each Commissioners on major issues, and the Chair on day to day routine operations.
- E. Complete Smiths plan per the Commission's Direction from the May 25, 2017 meeting.

WITNESSETH, the parties have made and executed this instrument as of the day and year first written above.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

APPROVED AND ADOPTED this 31st day of May, 2017.

Jack Moler
Jack Moler, Chairman

Robert
Robert Armijo, 1st Vice Chair

Robert Windhorst
Robert Windhorst, 2nd Vice-Chair

Martha Garcia
Martha Garcia, Commissioner

Daniel Torrez
Daniel Torrez, Commissioner

ATTEST BY:

Michelle E. Dominguez
Michelle E. Dominguez, County Clerk



Tony M Boyd
5-31-17

