

**AGREEMENT FOR EMPLOYMENT OF EXECUTIVE DIRECTOR  
FOR SOUTHEASTERN ARIZONA COMMUNICATIONS CENTER**

This Agreement is made and entered into this 29th day of June 2018, between Southeastern Arizona Communications Center ("SEACOM"), acting by and through Cochise County, a political subdivision of the State of Arizona (the "County"), as fiscal agent for SEACOM, and William E. Duggan, hereinafter referred to as the "Director."

**SECTION 1.  
NATURE OF EMPLOYMENT**

The County hereby retains and employs the Director to serve as the Executive Director of SEACOM, Cochise County's Regional 911 Communications Center. The duties of the Director as set forth on Exhibit A hereto.

**SECTION 2.  
ACCEPTANCE OF EMPLOYMENT**

The Administrator hereby accepts the employment as the Executive Director effective June 29, 2018 and will, to the best of his ability, perform the services and duties of an Executive Director. The Director shall be subject to, and entitled to, all policies of the County as fiscal agent, except as set forth herein.

**SECTION 3.  
COMPENSATION**

In consideration of the services rendered as Director, the Director shall receive the following compensation:

The Director shall be paid a gross annual salary of \$90,000 per year. The Board of SEACOM may determine that a higher amount is appropriate based on the Director's annual evaluation and performance.

**SECTION 4.  
OTHER BENEFITS**

In addition to the compensation set out in the prior Section, the Director shall receive the following additional benefits as consideration for the services performed:

a. The Director shall begin employment with 80 credited hours of annual leave. In addition, the Director shall accrue leave at the same rate as Department Directors per pay period as defined by County policy and practice and in all other respects the Director's leave shall be governed by County policy and practice.

b. The County, as fiscal agent, shall pay for the reasonable moving expenses of Director and his family, not to exceed \$10,000.

c. The County, as fiscal agent, shall provide health benefits, including medical, dental, and vision insurance, and such other benefits, as are provided to other employees of the County.

d. The Director will be provided a laptop computer for use at work and at home for County business. In addition, the Director will be given a smart phone or equivalent device supported by the County Information Technology Department.

e. County shall reimburse the Director for all reasonable expenses and expenditures made or incurred by him directly in connection with his employment, provided that such expenses and reimbursements shall at all times be subject to Arizona law and the rules and regulations established by the County.

f. The County, as fiscal agent, will make a County car available at the SEACOM facility for the Director's business use only.

g. In addition to the benefits set out in this Section, the SEACOM Board may provide additional benefits to the Director if such benefits are deemed appropriate as a result of its annual evaluation and review of the Director's performance.

**SECTION 5.  
TERM OF AGREEMENT/AT WILL EMPLOYMENT**

There will be no definite term of this Agreement. The Director shall be an "at-will" employee of SEACOM in the County's unclassified service and shall serve at the pleasure

of the SEACOM Board. No other provision in this Agreement either expressed or implied shall be construed in opposition to this at-will status. The Director shall be exempt from the Cochise County Merit System. The Director expressly acknowledges that he may be removed with or without cause.

## **SECTION 6. EVALUATION**

The SEACOM Board shall review and evaluate the performance of the Director at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the SEACOM Board and the Director. These criteria may be added to or deleted from as the SEACOM Board may from time to time determine in consultation with the Director.

Annually, or at any other time the SEACOM Board deems necessary, the SEACOM Board and the Director shall review and define such goals and objectives as they determine necessary for the proper operation of SEACOM, which achieve the SEACOM Board's policy objectives and further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing and shall be reasonably attainable within the time limits as specified and the annual operating and capital budgets and appropriations provided.

## **SECTION 7. ARIZONA LAW; SEVERABILITY**

This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement and all other provisions shall remain in full force and effect.

## **SECTION 8. CONFLICT OF INTEREST**

This agreement is made subject to the conflict of interest provisions of A.R.S. 38-511.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

**SEACOM**

\_\_\_\_\_ Date: \_\_\_\_\_  
Charles Potucek, Chair

**ATTEST:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Arlethe Rios  
Clerk of the SEACOM Board

**COCHISE COUNTY:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Peggy Judd, Chair  
Cochise County Board of Supervisors

**ATTEST:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Arlethe Rios  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Britt W. Hanson  
Chief Civil Deputy County Attorney

**EXECUTIVE DIRECTOR**

\_\_\_\_\_ Date: \_\_\_\_\_  
William E. Duggan