

## **AMENDMENT TO THE SECOND AMENDED IGA**

This **Amendment to the Second Amended Intergovernmental Agreement between Cochise County ("County") and The City of Sierra Vista ("City") for Regional 911 communications and establishment of the Southeastern Arizona Communications Center ("SEACOM")** (the "**Second Amended IGA**") is hereby entered into as follows:

**WHEREAS**, Article XII of the Second Amended IGA allows for its modification by an instrument in writing, signed by a duly authorized representative of each party; and

**WHEREAS**, the County and the City are both authorized to enter into and amend intergovernmental agreements pursuant to A.R.S. §11-952 for services or joint exercise of powers common to their respective jurisdictions; and

**WHEREAS**, the County and the City have concluded that it is in the best interest of all parties, including SEACOM, to transfer all personnel / human resources and associated fiscal duties from the City to the County; and

**WHEREAS**, the County and the City agree that the Second Amended IGA should be amended to allow for participation by the Cochise County Sheriff on the SEACOM Board in an ex officio capacity with tie-breaking authority; and

**WHEREAS**, both the Cochise County Board of Supervisors and the City of Sierra have approved this Amendment to the Second Amended IGA.

**NOW, THEREFORE**, the parties to the Second Amended IGA hereby resolve to act jointly and cooperatively to amend the Second Amended IGA as follows:

- 1. ARTICLE III (C), subsection (b) shall be deleted in its entirety and replaced with the following:**
  - b. Beginning **January 1, 2025** (the "Transfer Date"), all personnel working for SEACOM, other than personnel working under an approved "Loaned Employee Agreement", and all personnel subsequently hired by SEACOM, shall become employees of the County as fiscal agent, and subject to the

County's merit and other personnel and Human Resources rules and regulations.

**2. ARTICLE V (A) shall be revised to clarify that the Cochise County Sheriff will be an ex officio member of the SEACOM Board with the changes noted as follows in BOLD:**

A. Membership. SEACOM shall be governed by a Board of Directors ("Board"), which may form other committees and sub-committees to assist the Board in the management and operation of SEACOM. Each Principal and Partner shall have one vote and shall select a representative to serve on the Board in a manner of its own choosing. The term of any such representative shall be at least one year. In addition, at such time as at least three fire districts elect to contract for services with SEACOM as Subscribers, the districts shall be entitled to one seat on the Board selected by all said fire district Subscribers jointly, with such representative to serve a term of at least one year. The Chair of the Operations Committee (see below) will also serve on the Board, ex-officio as a non-voting member. **The Cochise County Sheriff shall also serve "ex officio" as the Chairman of the Board but with the Authority to cast a vote in the case of a tie.** All Members of the SEACOM Board of Directors shall serve without right of proxy and without compensation from SEACOM.

**3. Amendments to Subsections of ARTICLE V (B) shall be made as shown in BOLD:**

b. .... if the board does not adopt a specific policy, the **County's policies shall apply, particularly as to human resources and associated fiscal responsibilities.**

n. Subsection (n) shall be deleted in its entirety and replaced with the following: **After receiving the recommendations of SEACOM's Executive Director, approve an initial recommended staffing and compensation structure for SEACOM employees.**

**4. All references to the City in ARTICLE VIII (a.) and (b.) shall be changed to reflect that as of the Transfer Date, the County shall serve as the designated employer of all SEACOM staff (unless a Loaned Employee Agreement is applicable).**

## 5. Implementation of Amendment

- (a). All remaining terms and conditions of the Second Amended IGA not otherwise modified herein shall remain in full force and effect. In the event of a conflict between the Second Amended IGA and this Amendment, the terms of this Amendment shall control.
- (b). To the extent that they are inconsistent with this Amendment, SEACOM's Bylaws shall be amended to reflect the changes herein.
- (c). The parties understand that before this Amendment becomes effective and binding upon the parties, the Amendment must be approved by the Cochise County Board of Supervisors and the Sierra Vista City Council and the parties' designated SEACOM representatives agree to work diligently with their respective entities to obtain that approval.
- (d). This Amendment may be executed in counterparts and with electronic signatures, with the same effect as though signed in pen and ink. In the event that either party's governing board fails or refuses to approve this Amendment, it shall be null and void and of no effect whatsoever.

**IN WITNESS WHEREOF**, the **COUNTY** and **CITY** have caused this Amendment to be executed by respective Chairman of the Cochise County Board of Supervisors and the Sierra Vista City Mayor, and attested to by the Clerk of the Board and the Clerk of the City Council on the dates set forth below.

**APPROVED:**  
COUNTY OF COCHISE:

**APPROVED:**  
CITY OF SIERRA VISTA

By: \_\_\_\_\_  
Ann English, Chair                      Date  
Board of Supervisors

By: \_\_\_\_\_  
Clea McCaa II, Mayor                      Date  
City of Sierra Vista

**ATTEST:**  
COUNTY OF COCHISE:

**ATTEST:**  
CITY OF SIERRA VISTA

By: \_\_\_\_\_  
Lara Loewenheim, Clerk      Date  
Board of Supervisors

By: \_\_\_\_\_  
Jill Adams, Clerk      Date  
City of Sierra Vista

**APPROVED AS TO FORM:**  
COUNTY OF COCHISE:

**APPROVED AS TO FORM:**  
CITY OF SIERRA VISTA

By: Paul Correa      12/23/2024  
Paul Correa      Date  
Chief Civil Deputy County Attorney

By: \_\_\_\_\_  
Nathan J. Williams      Date  
Sierra Vista City Attorney