

INTERGOVERNMENTAL AGREEMENT
Between
COCONINO COUNTY AND CITY OF FLAGSTAFF
For
COUNTY WIDE INFORMATION SYSTEM SPECIALIST

FIRST AMENDMENT

This first amendment (hereinafter this "FIRST Amendment") is made this 27th day of June, 2017,

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, with office at 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County"),

AND

CITY OF FLAGSTAFF, an Arizona municipal corporation, with offices at 211 West Aspen Street, Flagstaff, Arizona 86001 (hereinafter the "City"),

WHEREAS:

The County and the City entered into an intergovernmental agreement (hereinafter "Agreement") commencing on the 6th day of November, 2002, for the City to provide unified implementation of automation system support. The intergovernmental agreement provides for the senior technical work associated with the Courts microcomputer and network infrastructure, support for other equipment, including audio and video systems and other related equipment, and provide training and installation for the Courts in various locations throughout the COUNTY. Under the Agreement, one (1) Information Systems Specialist (hereinafter "IS Specialist") provides orientation for all employees in the basic desktop automation tools and provides for the day-to-day PC computer hardware, software and networking support issues at the Superior Court, Clerk of Superior Court, Justice Courts and Municipal Courts (hereinafter the "Agreement");

- A. The parties wish to amend the Agreement to provide for an additional IS Specialist Position.
- B. The parties wish to amend the Agreement to provide for a new funding schedule.
- C. The parties seek to implement this First Amendment in accordance with the procedures in Paragraphs 6 & 7 of the Agreement.

THEREFORE, in mutual consideration of the benefits attending to both Parties:

1. The County and the City amend the Agreement as follows:
 - A. Paragraph 2.A. shall state:
CITY shall provide two (2) Information Systems Specialists (hereinafter "IS

Specialists”) for the Courts within the COUNTY who will provide senior technical work associated with the Courts microcomputer and network infrastructure, support for other equipment, including audio and video systems and other related equipment, and provide training and installation for the Courts in various locations throughout the COUNTY. The IS Specialists will provide orientation for all employees in the basic desktop automation tools and provide for the day-to-day PC computer hardware, software and networking support issues at the Superior Court, Clerk of Superior Court, Justice Courts and Municipal Courts. The IS Specialists may also be referred to separately herein as “First IS Specialist” and/or “Second IS Specialist”.

- B. Unless referred to separately as stated in Section A immediately above, all other references to the IS Specialist in the Agreement shall be made plural.
- C. Paragraph 3.C. shall state:

The CITY is to provide partial funding for only the First IS Specialist position in the amount of fifty percent (50%) of the total salary and Employee Related Expenses (ERE) of the First IS Specialist position, unless proportionately reduced as delineated above. The CITY shall not provide any funding, salary or ERE for the second IS Specialist position for the position. This share will remain the same should the CITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should COUNTY funding not be available for any reason then the CITY will not be responsible to continue the position or fund the position.
- D. Paragraph 3.D. shall state:

The COUNTY is to provide partial funding for the First IS Specialist position in the amount of fifty percent (50%) of the total Salary and ERE of the First IS Specialist position, unless proportionately reduced as delineated above. The COUNTY shall provide funding for the Second IS Specialist position in the amount of one hundred (100%) of total salary and ERE for the Second IS Specialist position.. This share will remain the same even though the CITY may modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should CITY funding not be available for any reason for the First IS Specialist position then the COUNTY and CITY will not be responsible to continue the First IS Specialist position or fund the First IS Specialist position. Should COUNTY funding not be available for any reason for the Second IS Specialist position then the CITY will not be responsible to continue the Second IS Specialist position or fund the Second IS Specialist position.
- E. Paragraph 3.E. is added and states:

The Parties understand and agree that Exhibit A (attached) is a true and accurate depiction of the total cost and proportionate share costs for the estimated Fiscal Year 2017. The Parties further assent to the understanding that employee salary and ERE may fluctuate from fiscal year to fiscal year during the duration of this Agreement and this First Amendment, but the Parties mutually agree that the proportionate share responsibility of each Party, as defined above and in Exhibit A shall remain

unchanged from year to year unless modified in writing pursuant to Paragraphs 6 & 7 of the Agreement.


3. All other terms and conditions of the Agreement not specifically amended herein shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date herein before indicated.

COCONINO COUNTY

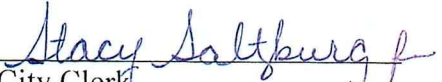
By: 

Elizabeth C. Archuleta, Chairwoman
Coconino County Board of Supervisors

ATTEST: 
Clerk of the Board

CITY OF FLAGSTAFF

By: 
Coral Evans, Mayor


ATTEST: 
City Clerk


APPROVED AS TO FORM AND SUBSTANCE



Hon. Mark Moran
Presiding Superior Court Judge
Coconino County, Arizona

Approved as to form and found to be within power and authority of each respective governing body by its undersigned legal counsel:


Deputy County Attorney
Attorney for Coconino County


City Attorney

SCHEDULE A

COUNTY WIDE INFORMATION SYSTEM SPECIALISTS

Cost Component Description	FY17 Estimated Annual Cost
IS Specialist Positions (two full time equivalent positions)	
1 st IS Specialist Position City Share 50/100	\$39,655.71
1 st IS Specialist Position County Share 50/100	\$39,655.71
Total	\$79,311.42
2 nd IS Specialist Position City Share 0/100	\$0.00
2 nd IS Specialist Position County Share 100/100	\$65,954.87
Total	\$65,954.87

The above monetary figures are reflective of the current cost associated with the original position and the anticipated costs of the additional position based on the City of Flagstaff's current pay plan. The estimates are subject to pay increases and pay reductions in accordance with the City of Flagstaff compensation adjustments.