

Pima County Wireless Integrated Network

PCWIN Cooperative

Business Plan

September 2012

Pima County Wireless Integrated Network
33 N. Stone Avenue, Suite 1810 • Tucson, AZ 85701



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Executive Summary

Purpose of PCWIN

PCWIN is a state-of-the-art digital trunked radio communications system designed to provide public safety grade radio communications throughout Pima County. The system is based on the Telecommunications Industry Association P25 standard for interoperable communications, supported by multiple public safety industry associations, and will provide participating agencies and first responders with:

- Improved support for public safety operations with significant improvements, such as real-time, on-demand, automatic countywide communications that expands the service areas for all users;
- Enhanced in-building communication in major population centers, particularly within the City of Tucson to meet the demanding needs of firefighters and law enforcement;
- System capacity to support routine, peak and emergency traffic that relieves the overcrowding that now exists;
- Interagency and interdisciplinary interoperable communications with other member agencies;
- Improved dispatch center communications with field subscriber units including increased coverage in hard-to-reach places;
- Options for interconnections with state and federal communication systems for interoperability with external public safety service providers;
- New subscriber unit equipment with expanded radio features for improved safety of first responders;
- Improved system reliability designed to survive weather or emergency conditions, through the use of redundant equipment, hardened facilities, and backup power; and,
- Cost effective system maintenance, radio programming, and support services.

PCWIN Project Background

In December 2003, public safety entities in Pima County joined in a collaborative effort to present a plan for a regional public safety communications system to the Pima County Board of Supervisors. The plan for the new system was subsequently approved by the voters and Pima County was authorized to issue bonds for the development, procurement, implementation, and management of the Pima County Wireless Integrated Network

(PCWIN). The Bond Implementation Plan assigned responsibility for implementing the program to the PCWIN Executive Management Committee (EMC).

The regional effort is now poised to deliver on the promise of improved, cost effective public safety radio communications services. Construction of the PCWIN system is an on-going effort and the project is nearing completion. User transition to the new system is scheduled to begin in December 2013. To support the transition to the new system, the EMC commissioned development of a functional governance model for the ongoing operation of the system and this update to the PCWIN Business Plan.

PCWIN Cooperative Overview

As the PCWIN construction activities near completion, a functioning governance organization is necessary to sustain the operational aspects of PCWIN. To plan accordingly, the EMC established a working group to review various governance organizations throughout the nation and establish a baseline model that best fits the PCWIN situation.

To further support the effort, the EMC contracted with the consulting firm of Buford Goff & Associates, Inc. (BGA) to facilitate the development of governance documents. BGA has extensive experience in this area, having assisted many states and other large regional programs in the development of their governance models and organizations.

After review of the strengths and weaknesses of the various structures, the group selected a Cooperative organization to support the ongoing operation for the PCWIN. This type of structure has many benefits for PCWIN, including open collaboration for decision making, transparency into budget development, and a fair and equitable cost allocation. Through collaborative efforts and the sharing of common resources, the approach provides mutual benefits to the participating parties. The Cooperative structure is consistent with industry best practices and is the best method to operate, maintain, sustain, improve and finance PCWIN.

The Cooperative organization consists of a Board of Directors, Executive Committee and an Executive Director. To ensure representation and opportunity for all participants, the Board of Directors is comprised of a representative from each Member, with each Member having one (1) vote. Any Member can bring an item to the Board of Directors for consideration. Appendix C contains the initial list of participating public safety agencies.

To manage the Cooperative functions the Board of Directors appoints a seven (7) member Executive Committee with representatives from Pima County, the City of Tucson, and other persons nominated by Member entities. This Committee reviews Cooperative activities and

proposals, sets Board agendas, and manages Executive Director's activities. Finally, the Executive Director manages the administration of the Cooperative, including the establishment of working groups as necessary to address any issues affecting the Cooperative or its Membership.

Operations and maintenance activities, and any special projects, are funded through the establishment of an annual operating budget as approved by the Board of Directors. The Executive Director prepares budgets, five (5) year forecasts, and fund balance reports for presentation to the Executive Committee and the Board of Directors each November. Approved budgets are used to develop the rates or the Annual Membership Fees of the Cooperative.

Business Plan Purpose

The purpose of the PCWIN Cooperative Business Plan is to clearly communicate the business goals and objectives, cost projections, financial activities, and administrative items to the Membership and stakeholders of the PCWIN Cooperative. This document is consistent with and satisfies the philosophy, policy and objectives by which the PCWIN Project was envisioned and implemented. The PCWIN Cooperative Business Plan is intended to be a living document, the content of which will be revised annually by the Executive Director and submitted to the PCWIN Board of Directors for approval and adoption. This Business Plan (PCWIN Cooperative Business Plan August 2012) represents a recommended plan from the EMC to the future PCWIN Cooperative Board of Directors as established by the PCWIN Intergovernmental Agreement (Intergovernmental Agreement to Operate, Maintain, Sustain, Improve and Finance the Pima County Wireless Integrated Network).

PCWIN Costs

PCWIN's construction and implementation costs of approximately \$64,000,000 have been addressed by the County's bond referendum of 2004. Additionally, the PCWIN Project will supply over 7,000 subscriber units to participating agencies within Pima County to ensure all participating first responders are properly equipped and trained to maximize the benefits of the new system. Beginning in FY13/14, participating agencies will be expected to fund PCWIN's ongoing operation and maintenance expenses on a per-subscriber basis as detailed in Table 1. Members will begin paying annual membership fees when they begin receiving benefit of radio communication services.

	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18
MONTHLY SUBSCRIBER RATE	\$ 29	\$ 29	\$ 36	\$ 36	\$ 36

Table 1: Projected Monthly Subscriber Unit Rates

Transition to the PCWIN Cooperative

The EMC is responsible for project construction, business plan development, establishment of governance, and transitioning PCWIN to operations. As the PCWIN Project approaches its "Go-Live" date of January, 2014, the EMC's responsibilities will begin to ramp down and those of the newly formed PCWIN Cooperative organization will begin to ramp up. The Cooperative is expected to assume responsibility for operational planning in January 2013.

Each city, town, state, federal, Indian community, fire district or other separately constituted public entity that provides public safety services within Pima County will have an opportunity to join the PCWIN Cooperative and have representation in matters that affect the operation, maintenance, improvement and financing of PCWIN going forward. Key dates on the PCWIN transition timeline are shown in Table 2.

January, 2013	Intergovernmental Agreement (IGA) adopted by EMC Members
February, 2013	Initial Meeting of the PCWIN Board of Directors
May, 2013	Selection of the PCWIN Executive Director
July, 2013	First Year Annual Budget Approval
January, 2014	PCWIN "Go-Live" - Agency Transition Begins
April, 2014	Transition Complete - All Members Live on PCWIN

Table 2: Key Dates for Transition

Support Overview

As Administrative Managing Member, Pima County will be responsible for conducting business on behalf of the membership, including day-to-day management of the Cooperative organization and finances.

The PCWIN will be supported to specific service levels as defined by the Cooperative. The Network Managing Member, Pima County will be responsible for management and programming of the Network electronics, in collaboration with operations and technical workgroups.

Maintenance Providers will provide technical support for the Network components and the subscriber units. The City of Tucson and Pima County will initially be designated as Maintenance Providers. The Board of Directors may also authorize third parties to provide support for subscriber equipment.

Introduction

The PCWIN Bond Implementation Plan assigned responsibility for implementing the program to the PCWIN Executive Management Committee (EMC). The EMC is responsible for PCWIN construction, business plan development, formation of governance, and transitioning PCWIN to the post implementation operational environment.

The EMC reviewed several governance models currently in use throughout the country and determined that a Cooperative model, similar to the Phoenix Regional Wireless Cooperative model, represented the best template from which to start the development of the PCWIN governance documents.

In April, 2012, the EMC approved the selection of the consulting firm Buford Goff & Associates, Inc. (BGA) to assist the EMC with the development and adoption of a governance organization that would provide for the ongoing sustainability of PCWIN. BGA has extensive experience in the development of governance models and business plans for multiple statewide and regional public safety wireless programs. Under the advisement of PCWIN Project Sponsor, and in coordination with BGA, the EMC formed the PCWIN Governance Working Group and charged the group with:

- Developing the appropriate Intergovernmental Agreement (IGA) and Governance Document for use by the PCWIN Cooperative;
- Updating the PCWIN Business Plan to reflect the proposed governance structure and the concepts contained in the IGA and the PCWIN Governance Document.

The PCWIN Governance Working Group was led by the PCWIN Project Sponsor, Captain Paul Wilson of the Pima County Sheriff's Department, and was composed of the eleven individuals listed in Table 3.

PCWIN GOVERNANCE COMMITTEE MEMBERS	
Mike Hein	Pima County, Emergency Management
David C. Azuelo	City of Tucson, Police
Sharon Allen	City of Tucson, Police
Stella Bay	Pima County Community College, Police
Doug Chappell	Drexel Heights Fire (Fire Districts/Dispatch)
Randy Karrer	Golder Ranch Fire (Northwest Consortium)
Jayne Kahle	Picture Rocks Fire District
Chuck Kmet	Tohono O'odham Emergency Management

Dave Ridings	City of Tucson , Fire
Larry Stevens	Town of Oro Valley, Police
Paul Wilson	Project Sponsor
SUPPORTING PERSONNEL	
Silvia Amperano	City of Tucson, Finance
Thomas Benavidez	Benavidez Law Group, (representing various fire districts)
Lionel Bittner	Pima County, Information Technology
Rick Brown	Pima County, Information Technology
Tom Burke	Pima County, Finance and Risk Management
Anthony Casella	Pima County, Information Technology
Mallory Denzler	City of Tucson Police
Christopher Ferko	City of Tucson, Information Technology
Joe Gullota	City of Tucson, Fire
Kelley Gottschalk	City of Tucson, City Manager's Office
Jonathan Jantzen	Tohono O'odham Nation, Attorney General
Lisa Judge	City of Tucson, City Attorney's Office
Tony Larrivee	City of Tucson, Facilities and Communications Maintenance
Ron Lewis	City of Tucson, Facilities and Communications Maintenance
Greg McNeil	City of Tucson, Information Technology
Marc Natelsky	Pima County, County Attorney's Office
DJ Parslow	City of Tucson, Information Technology
Kathleen Robinson	City of Tucson, Police
Tobin Rosen	Town of Oro Valley, Town Attorney
Mike Sacco	Pima County Sheriff Department
Aaron Shepherd	Pima County, Information Technology
Angela Spencer	City of Tucson, Police

Table 3: PCWIN Governance Committee

The Governance Working Group conducted multiple day-long work sessions from May, 2012 through August, 2012. Twenty-two (22) additional personnel from Pima County, the City of Tucson, the Tohono O'odham Nation, and surrounding jurisdictions were called upon to aid the Working Group in its deliberations (listed above as supporting personnel). Executive personnel in the areas of legal, information technology, radio shop maintenance, finance and accounting contributed to the development of the Working Group's work products. Several revisions of each work product were developed and distributed to the Working Group for review and comment. All document revisions, along with meeting minutes, and the committee's work papers were posted to a secure website which all Working Group members and contributors had access.

The PCWIN Cooperative builds upon the requirements of the Bond Referendum documents, is consistent with industry best practices, and has been tailored to the needs of the public safety organization entities in Pima County. Appendices A and B to this document contain the Intergovernmental Agreement (IGA) and the PCWIN Cooperative Governance Document that were developed as a result of the Governance Working Group's efforts. These two documents contain the supporting detail for the key concepts discussed in this document and are used as reference documents for the 2012 PCWIN Cooperative Business Plan.

The Governance Committee submitted the Intergovernmental Agreement and the PCWIN Cooperative Governance Documents to the EMC for adoption. The EMC has further recommended these documents for consideration by potential members to the PCWIN Cooperative. The next steps are execution of the IGA by the various members who will be participating as full members of the PCWIN Cooperative, creation of the Cooperative Board of Directors, and the engagement of the Cooperative's Executive Director.

PCWIN Cooperative – Key Concepts

The Cooperative is formed for the purpose of using best efforts through cooperation and sharing of common resources, for the mutual benefit of all parties to operate, maintain, sustain, improve, and finance the PCWIN. The governing principles defined in the PCWIN IGA set forth a structure that will promote participation of all member agencies in the decisions affecting their mission critical communications services of the Cooperative. Entities become members of the Cooperative by executing the PCWIN IGA which defines rights, roles and responsibilities of members related to operating, maintaining, sustaining, improving and financing the PCWIN.

This section contains an overview of the key concepts contained in the PCWIN IGA and the PCWIN Governance Document. Refer to those documents for further detail. Also, a PCWIN Governance Quick Reference Guide is shown in Figure 2.

PCWIN Board of Directors

The PCWIN Board of Directors is the overarching governing body responsible for setting strategic direction, policy formation, financial oversight, and the ongoing viability of the PCWIN Cooperative. Each Member organization of the PCWIN Cooperative will have a voting Representative on the Board of Directors. The Board of Directors is responsible for the following:

- To develop, sustain, and promote the vision and guiding principles of the Cooperative;
- Act on business and policy matters relevant to the Cooperative;
- To review and approve the annual PCWIN Cooperative Business Plan;
- To review and approve the annual PCWIN Operating Budget;
- Establish Capital Funds and Special Assessments on behalf of the Membership as required;
- To review and approve policy recommendations as appropriate;
- To appoint members of the Executive Committee;
- To establish the responsibilities of the Executive Director;
- To authorize and review an annual financial audit or review;
- To comply with all statutes and ordinances.

Voting

Voting rights are afforded to all PCWIN Cooperative Members through their Representative on the Board of Directors. Each Member organization will have one vote and the Board of Directors will utilize a numerical vote which will require a majority to carry a motion. If necessary, a weighted vote based on subscriber unit count, will be utilized to decide business matters. Any matter requiring a weighted vote must also pass a numerical vote. Matters that cannot be resolved through the voting process will be subject to mediation.

PCWIN Executive Committee

The Executive Committee is a seven member committee that is appointed by the Board of Directors and serves in advisory capacity to the Board and the Executive Director. Members of the Executive Committee are executive level members of police, fire, technology, maintenance organizations, and an Indian Community or at-large member. The Executive Committee is responsible for:

- Advising the Board of Directors and the Executive Director on matters of relevance to the Cooperative;
- Reviewing all proposals, recommendations, financial reports, and system performance reports prior to submittal to the Board of Directors;
- Establishing Board of Directors meeting agendas;
- Vetting policies and procedures;
- Other duties as assigned by the Board of Directors.

PCWIN Executive Director

The PCWIN Executive Director will be an at-will employee of Pima County and will be a non-voting member of the Board of Directors and of the Executive Committee. The primary responsibility of the Executive Director will be to ensure that the Cooperative's Guiding Principles of representation, participation, transparency, system sustainability, and equitable cost allocation are evident in all aspects of the Cooperative. The Director will serve as the Cooperative's liaison to the Maintenance Providers to ensure that Service Level Agreement (SLA) metrics are being met, to resolve service delivery complaints, mediate contract disputes with suppliers, and enforce operational policies approved by the Board of Directors. The Director will be the Cooperative's ambassador to the community and will represent the Cooperative's membership on all matters relative to PCWIN. The Director's office will be responsible for providing administrative support for the Board of Directors, the Executive Committee, and the Working Groups.

The PCWIN Executive Director is expected to be an executive level employee, capable of working with Elected Officials and County, City, and Indian Community Executives. The

Executive Director will be expected to engender trust and build consensus among all parties. The primary responsibilities of the Executive Director are as follows:

- To oversee all administrative aspects of the Cooperative;
- To oversee financial transactions of the Cooperative;
- To actively pursue additional funding for the sustainability of PCWIN;
- To develop a public relations strategy and take an active role in public relations;
- To help educate the community, PCWIN users, and political leaders about issues of relevance to the Cooperative;
- To develop and secure appropriate intergovernmental agreements;
- To assemble the Operations Working Group and Technical Working Group and task each work group appropriately;
- To maintain an awareness of advances in technology, national trends, best practices relative to radio communications.
- Represent the interests of all members of the Cooperative; and
- Function as an advisor to the Board of Directors and Executive Committee

Managing Members

Managing Members are Member organizations that provide a service, or collection of services, to the Cooperative in lieu of a third party. The types of administrative and maintenance providers contemplated by the PCWIN Governance Document are as follows:

Administrative Managing Member - Pima County will serve as the Administrative Managing Member for the Cooperative and will be responsible for conducting business on behalf of the membership, including day-to-day management of the Cooperative organization and finances. As the Administrative Managing Member, the County will be responsible for collection of all Annual Membership Fees, disbursement of funds as approved by the Board of Directors, financial reporting, entering into legal agreements on behalf of the Cooperative, and employing the Executive Director and administrative staff.

Network Managing Member - Pima County, with collaboration from the Operations and Technical Workgroups, will function as the Network Managing Member and is responsible for management and programming of the Network electronics, coordination of the maintenance activities, and reporting of Network performance.

Maintenance Providers - The City of Tucson and Pima County will both function as Maintenance Providers. As such, both the City and County will retain their existing radio shop staffs and facilities. They will provide technical support their respective portions of the system and will provide subscriber unit programming and maintenance services as assigned by the Cooperative.

Operations Working Group

Each Member organization of the Cooperative can appoint up to four (4) Representatives, one each from police, fire, and municipal user departments, to the Operations Working Group (OWG). One representative from each Communications Center operating on the Network can also be appointed to the OWG. The OWG will function in an advisory capacity to the Executive Director and is responsible for the following activities:

- To recommend to the Executive Director policies and procedures required for consistent, reliable, and coordinated use of PCWIN;
- To recommend to the Executive Director policies and procedures for the efficient and effective management of grants to support the PCWIN Network;
- To develop recommendations to the Executive Director regarding the planning of operational exercises and annual events utilizing PCWIN;
- To develop recommendations to the Executive Director for the purchase and use of equipment relative to PCWIN;
- To review applications for membership submitted by potential members for operational impact to PCWIN;
- To coordinate with and support the Technical Working Group as necessary.

Technical Working Group

Each Maintenance Provider authorized by the Board of Directors may have up to three (3) representatives from their respective technical support teams as members of the Technical Working Group (TWG). The TWG shall be responsible for addressing all technical, architectural and engineering issues and maintaining Board of Director approved policies and procedures for the technical operation and maintenance of the Network. The Technical Working Group is assembled by the Executive Director and has the following responsibilities:

- To evaluate and plan for new equipment and technologies;
- To evaluate system performance and configuration with applicable recommendations for improvement;

- To develop and maintain standards, procedures, and processes for equipment usage;
- To review reports for service providers regarding system performance;
- To review applications for membership submitted by potential members for technical impact to PCWIN; and
- To coordinate and support the Operations Working Group as necessary

Members and Participants

Members are defined as entities that execute and become a party to the PCWIN Intergovernmental Agreement to operate, maintain, sustain, improve, and finance the Cooperative. All city, town, state, federal, Indian community, fire district or other separately constituted public entity that provides public safety services are eligible for Membership. Members are represented on the Board of Directors and have voting rights. Those entities eligible for initial membership are as defined in the 2004 Bond Ordinance as participants in the PCWIN project.

One of the objectives of PCWIN is to expand the user base for improved interoperability and the operational benefits that result, and to help make the system as cost effective as possible to operate on behalf of all Members. Therefore, additional members may be admitted upon Board of Director's approval of their application for membership, and the subsequent execution of appropriate Cooperative agreements. Each applicant will undergo an evaluation to assess the potential operational and technical impact to the Cooperative.

Similarly, accommodations for improvement to interoperability for Public Safety Service and Emergency Medical Service Participants have been made as well. Participants are defined as non-member, non-voting agencies and organizations that are authorized by the Board of Directors to use PCWIN to provide public safety or emergency medical services. Participants will be required to execute a Business Partnership Agreement with the Cooperative. Consideration for participation by the Board of Directors will include assessing the benefits and impact to the Cooperative, with the highest priority to maintaining service for public safety entities.

Cooperative Organization and Operational Associations

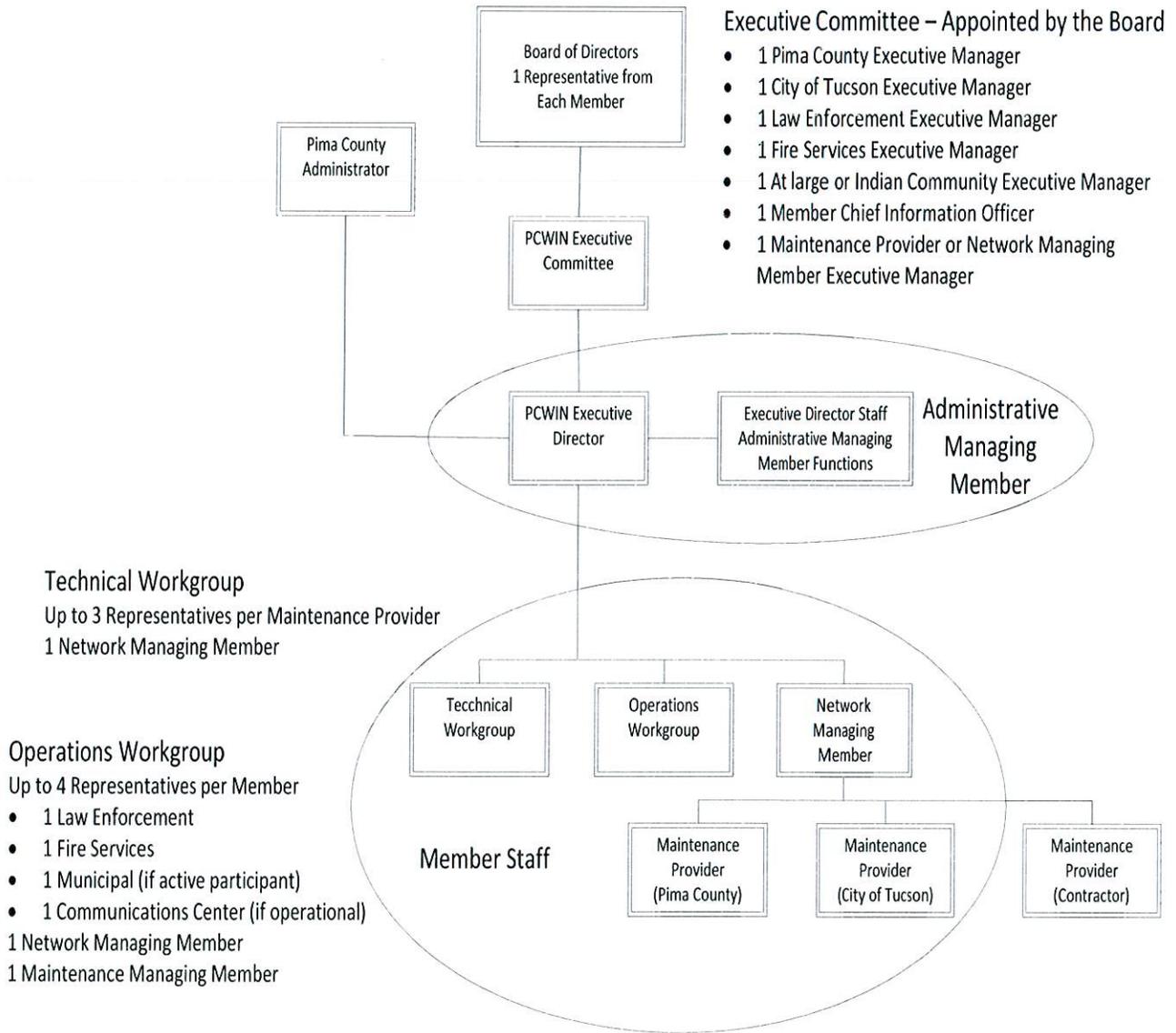


Figure 1: PCWIN Cooperative Structure

PCWIN Governance Quick Reference Guide

8/29/2012

Member/Participant Description	Committee Membership/Voting Rights				Fees
	Board of Directors	Executive Committee	Operations Work Group	Technical Work Group	
Member					Yes
Any city, town, county, state, federal, Indian nation, fire district or other separately constituted public entity that provides public safety services and becomes a party to the IGA.	1 Member 1 Representative 1 Vote Numerical vote based on majority of a quorum Weighted vote based on majority of numerical vote and affirmative vote of members representing 80% of weighted votes of the members voting	1 City of Tsn Rep 1 County Rep 1 Law Enf Rep 1 Fire Rep 1 Indian Community /At Large Rep 1 CIO 1 Network/Maint Managing Member Rep Representatives of a single member cannot form a majority	Up to 4 reps per member (1 for each type of user on the system - police, fire, public works, dispatch) Staff working group. No specific quorum or voting rights established. Decisions are by consensus.	Up to 3 reps per Maintenance Provider from their technical staff. Working group is chaired by a member of the Network Managing Member. Staff working group. No specific quorum or voting rights established. Decisions are by consensus.	Member partners share O&M costs.
Participants					
Associate Participant	None	None	1 Rep per Associate Participant		Yes
A non-member agency or organization sponsored by a Member who is authorized by the BOD to use the network to support an existing member's public safety mission.					Fees are paid by the sponsoring member. Sponsor may have arrangements to recover costs from the Associate.
Conditional Participant	None	None	None	None	No
A non-member agency or organization authorized by the BOD to temporarily use the network for special preplanned events, tactical situations or emergency circumstances.					Temporary authorization to use the network for mutual aid or interop only. Primary communications are provided by other means.
Emergency Medical Service Participant	None	None	1 Rep per EMS Participant	None	Yes
A non-member EMS provider authorized by the BOD to use the network to provide EMS services.					Use of network is to support primary communications needs of the applicant.
Interoperability Participant	None	None	None	None	No
A non-member public safety services agency authorized by the BOD to use the network for mutual aid and/or interoperability purposes.					Intermittent use of network for mutual aid or interop only. Primary communications are provided by other means.
Public Safety Service Participant	None	None	1 Rep per Public Safety Services Participant	None	Yes
A non-member law enforcement, fire, emergency management and disaster preparedness service provider authorized by the BOD to use the network for purposes of providing public safety services.					Use of network is to support primary communications needs of the applicant.
Open Meeting Law Applicability	Yes	Yes	No	No	

Figure 2: PCWIN Governance Quick Reference Guide

Radio System Overview

PCWIN offers improved radio service features, reliability and coverage. Currently, there are varying levels of radio service throughout the county. Agencies are using trunked systems and conventional systems. Geographic coverage is insufficient in some cases and in-building coverage is limited. Interoperability between some organizations is dependent on console patches or radio sharing. The PCWIN system is designed to ameliorate these problems and offer a level of voice radio service not previously known in the community.

The PCWIN system is a P25 Phase II Digital 800 MHz system that incorporates simulcast and trunking technology. The system provides the participating agencies with the highest level of interoperability possible. Control channel gateways provide opportunity to interconnect the PCWIN radio system with other state and federal systems for interoperability. The trunked system is augmented by simplex channels and digital vehicular repeaters (DVRs) to meet the demanding communications requirements for fire ground and police tactical communications.

The PCWIN radio system was designed to meet the demanding needs of the area's public safety agencies. Needs were determined through a comprehensive user needs assessment.

The system is being implemented in two phases. Phase I consists of twenty-three (23) radio sites with the associated backbone systems that connect the sites into a Network. The second phase includes construction of two (2) additional communications sites on the Tohono O'odham Nation to provide the widespread coverage desired. Phase II requires the approval of the Nation and other affected parties which has not yet been granted.

Coverage

PCWIN benefits all of the participating agencies by providing greatly improved radio service coverage. The radio systems operated by the individual agencies today have specific, limited coverage characteristics typically designed to provide coverage within their service areas. In some cases, service area growth has outpaced radio system expansion and results in poor or no radio coverage in new service areas. The PCWIN radio system provides countywide coverage for all participants. This significantly improves radio coverage for all agencies, and provides a mechanism for responders to communicate with their dispatch support and other responders when travelling outside their current service area.

The system is designed to provide reliable communications anywhere within the entire coverage area. In-building portable coverage and mobile coverage is provided as shown, with the goal of providing coverage with minimum dead spots or areas with no radio coverage. Figures 3 and 4 show the predicted coverage for portable and mobile units for Phase 1. Figure 5 shows the expanded Phase 2 mobile coverage if the additional Phase 2 sites are added.



Figure 3: PCWIN Phase 1 Portable Coverage Map

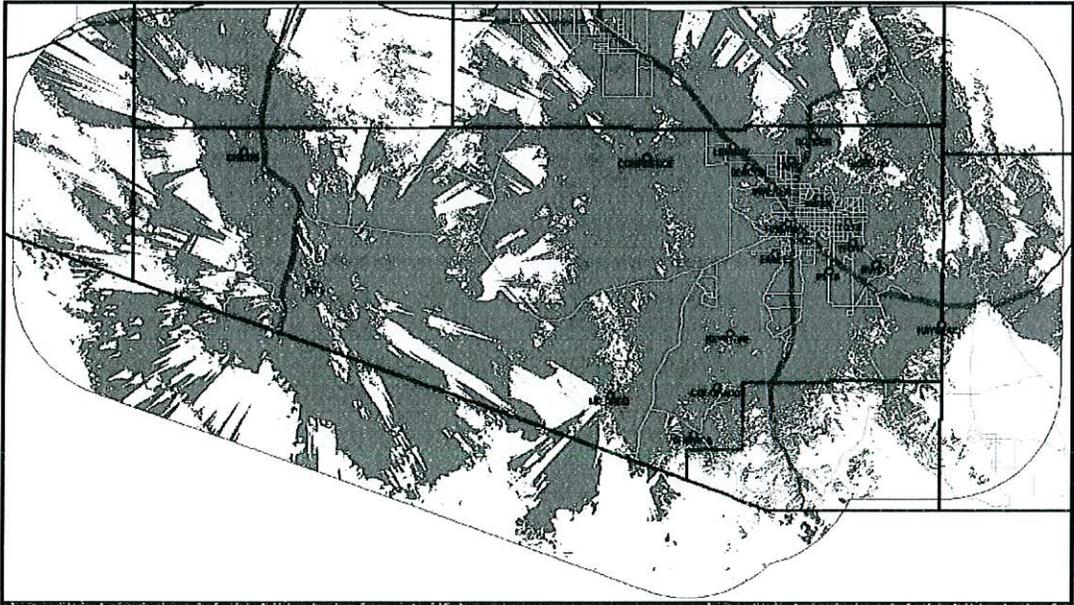


Figure 4: PCWIN Phase 1 Mobile Coverage Map

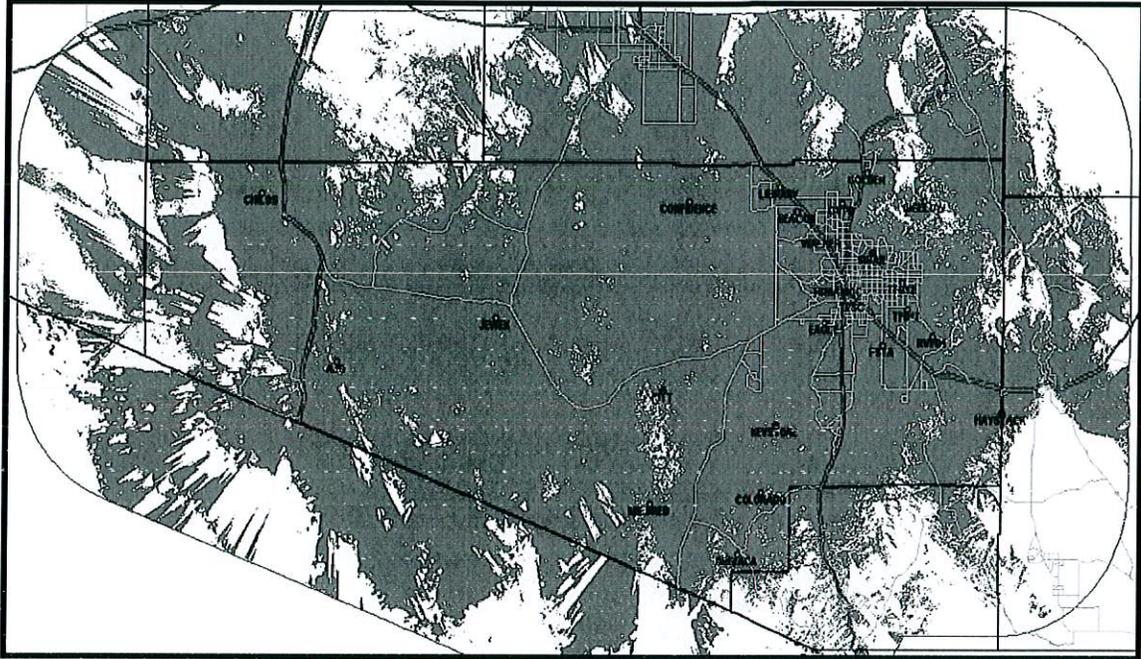


Figure 5: Phase 2 Expanded Mobile Coverage Map

Interoperability

Emergencies are rarely constrained to geographic or political boundaries. These incidences often require a multi-discipline, multi-agency response. PCWIN promotes interagency and interdisciplinary interoperability through participation of local, county, state and federal public safety agencies and other public safety service providers in the region. This gives the participants the ability to share information on demand, in real time, when needed, and as authorized. This helps improve coordination of public safety services, thus improving public safety services.

Redundancy

The PCWIN voice radio system is designed such that no single-point failure shall reduce the ability of the system to provide the required two-way radio communications under routine day-to-day operational conditions. Path diversification for network connections and redundant electronics throughout the system provide the necessary backup to ensure PCWIN remains highly reliable.

Capacity

The system is designed to relieve the overcrowding problems that now exist. System design accommodates growth through the year 2026. The system is also designed with sufficient channels and talkgroups to allow agencies or departments with different functions to have their own channels or talkgroups, without interfering to other non-related groups or functions.

Maintenance

The technical support staffs of Pima County and the City of Tucson will collaborate to form a cohesive maintenance support organization for PCWIN. In the past, differing agencies have utilized a wide range of maintenance programs for their radio systems yielding varying levels of customer service. Now, the PCWIN system maintenance program will provide a consistent level of service and response times throughout the county. Rather than the patchwork of diverse levels of service, there will now be common maintenance objectives. Operating procedures will be developed by the Cooperative and adopted by the Maintenance Providers which results in maintaining PCWIN with practices consistent with direction established by the Cooperative.

Pima County will serve as the Network Managing Member responsible for the day-to-day operations and programming of PCWIN. The County and City of Tucson will function as Maintenance Providers to maintain the system and optimize the performance and availability of the PCWIN network. Maintenance providers participate with the Cooperative's Technical and Operations Working Groups to ensure that services are coordinated to support Cooperative objectives.

PCWIN is maintained in accordance with service levels agreements (SLAs) defined in the Cooperative's policies and procedures. The SLAs will define the level of network performance, support service, and infrastructure maintenance, with requirements for monthly performance reporting.

Radio Programming

Radios on PCWIN have their own software allowing them to be programmed with their own radio ID, talk groups, switch positions, emergency button settings, etc. The configuration of the radio's feature set determines the "personality" of the radio. PCWIN's maintenance organizations have employees trained and authorized to program radios.

PCWIN is also equipped with over-the-air programming (OTAP) capability. This feature is particularly valuable because it will permit a technician to reprogram a radio remotely

without requiring the end user having to travel to a repair facility. This feature reduces the time and expense associated with radio programming or re-programming.

PCWIN Cooperative Goals - FY13 and 14

Every effective organization must have organizational goals that reflect the priorities of the organization. For FY13 and 14 it is imperative that the Board of Directors establish the PCWIN governance structure so that the Cooperative can begin preparing for the transition to operations. Accordingly the EMC proposes the following goals for FY13 and 14.

Category	Description	Owner	Due Date
Governance	Establish Operations Working Group	EMC	October 31, 2012
	Establish Technical Working Group	EMC	October 31, 2012
	Conduct Initial Meeting of the Board of Directors	EMC	February 28, 2013
	Appointment of the Executive Committee	Board	March 31, 2013
	Selection and Employment of the Executive Director	Board	May 31, 2013
	Develop Initial Board of Director Policies	Executive Committee	October 31, 2013
	Membership	IGA Adoption by EMC Members	EMC
IGA Adoption by all Public Safety, Municipal and Nation Entities within Pima County		Director	June 30, 2013
Identification of Representatives		Members	June 30, 2013
Transition Planning	Adoption of Governance Documents and 2012 Business Plan	EMC	September 30, 2012
	Development of the PCWIN Transition Planning Document	Director	May 31, 2013
	Development of Initial (TBD) Operational Procedures	OWG	May 31, 2013
	Development of Initial (TBD) Technical Procedures	TWG	May 31, 2013

Table 5: PCWIN Goals FY13 and 14

Annual Operating & Maintenance Cost Projections

All PCWIN Members participate in the benefits of the system; therefore, it is appropriate that they also proportionately share the costs for the system. A forecast of the 5 Year Annual Operating and Maintenance costs associated with the PCWIN is contained in Appendix D. It should be noted that the Board of Directors and the Executive Director will continue to explore funding opportunities and improved methods to minimize the operations and maintenance costs associated with PCWIN.

The following assumptions have been applied to the financial forecast:

- Costs for operations and maintenance support are calculated on an annual basis and billed to the PCWIN participant agencies quarterly.
- Funding for future upgrades or replacement of the PCWIN Network is not included in the initial 5 Year forecast or resulting Annual Membership Fees calculations.
- The PCWIN Project will transfer ownership of mobile subscriber units to the participating Members upon installation and portable subscriber units upon delivery. Participating Member will then be responsible for ongoing maintenance and replacement of those units.
- Annual budgeted expenses for PCWIN will vary, but the PCWIN Board of Directors will strive to minimize the changes in Annual Membership Fees to assist Members in forecasting budgetary requirements.
- The PCWIN Annual Budget is approved by the Board of Directors and expenses are apportioned to the Membership based on their pro-rata share of the subscriber unit count.
- Initially Pima County Wireless Services and City of Tucson Radio Maintenance shops will provide subscriber unit programming and maintenance services. The Board of Director's may authorize other qualified 3rd party service providers.
- When Members are authorized to add additional subscriber units to the Network, the Member participation ratio on which Annual Membership Fees are based shall be adjusted.

- Individual Members will be responsible for replacement costs for subscriber units bought by the County which are lost, stolen or damaged and not covered under warranty.
- Individual Members will be responsible for replacement of accessories such as battery chargers, carrying cases, and lapel microphones.
- Pima County will maintain master repair depot contracts with manufacturers for the benefit of the Members.

Projected Annual Membership Fees

Appendix D contains the current estimates of the 5-Year operations and maintenance expenses for the Cooperative. The estimates for the full yearly expenses are \$2,802,384 which yields an Annual Membership Fee of \$29/month (based on a subscriber unit count of 7,944). The annual membership fees for FY13/14 are established at \$29/month to normalize the membership fees for the first 2 years.

Each year the annual projections will be updated and Annual Membership Fees will be adjusted as specified in the Cooperative agreement. While the Annual Membership Fees are projected as being fairly flat over the initial 5-Year period, actual operating and maintenance expense data will become more refined during the initial year and subject to evaluation and approval by the Board of Directors.

Appendix A - PCWIN Intergovernmental Agreement (IGA)

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1. Parties

The Parties (individually, a “Party”) to this Intergovernmental Agreement (“Agreement”) consist of all of the signatories to this Agreement. Parties to this Agreement shall automatically become Members of the Pima County Wireless Integrated Network Cooperative (“Cooperative”), as detailed in Exhibit A, formed for the purpose of maintaining the Pima County Wireless Integrated Network (“Network”).

2. Recitals

- 2.1. Pima County is constructing the Pima County Wireless Integrated Network (“PCWIN”) regional public safety communications system as authorized by Pima County voters at the May 18, 2004 Special Bond Election, and pursuant to Pima County Ordinance No. 2004-18 as subsequently amended.
- 2.2. The PCWIN bond funded, capital improvement project, is providing the fixed infrastructure; and, subject to available funding, a majority of the subscriber units required by the public entities defined in Pima County Ordinance 2004-18 that may become Parties to this Agreement.
- 2.3. The PCWIN communications system will provide opportunity for Public Safety Service providers to migrate their communications services to a regional shared system governed by a Cooperative Board of Directors.
- 2.4. The Parties to this Agreement will share the benefits and cost of operating, maintaining, sustaining, improving and financing PCWIN as approved by the Board of Directors.
- 2.5. The PCWIN will provide public safety communications interoperability for improved public safety service coordination, including the support for automatic aid and mutual aid between agencies.
- 2.6. This Agreement establishes the Cooperative governance structure and mechanisms for funding the operation, maintenance, sustainment, improvements and financing of the Network.

NOW, THEREFORE, the Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

3. Agreement

- 3.1. The Parties enter into this Agreement for the purpose of:
 - 3.1.1. Using their best efforts, through cooperation and sharing of common resources, for the mutual benefit of all Parties to operate, maintain, sustain, improve and finance PCWIN.
 - 3.1.2. Providing regional communications operability and interoperability.

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- 3.1.3. Providing regional communications cost effectively and using economies of scale.
- 3.1.4. Providing communications interoperability with other jurisdictions that are not a party to this Agreement, for the benefit of all Parties.

- 3.2. The Parties are authorized to enter into this Agreement by the joint exercise of powers provisions of Title 11, Chapter 7, Article 3 (§ 11-951 et seq.), Arizona Revised Statutes and the authorization of their legislative or other governing bodies, and if the University of Arizona Board of Regents, A.R.S. § 15-1625.

- 3.3. The Parties agree to form the Cooperative, an unincorporated association of the Parties, to jointly and cooperatively exercise their powers to achieve the purposes specified in paragraph 3.

- 3.4. The rules and policies governing the regulation and management of the Cooperative's internal affairs are set forth in a governance document, which is attached to this Agreement as Exhibit A and incorporated herein by this reference. Certain terms that are defined in Exhibit A are used in this Agreement. Those terms shall have the same meaning in this Agreement as such terms are defined in Exhibit A.

- 3.5. It is the intention of the Parties that Exhibit A be enforceable to the same extent as this Agreement. Exhibit A shall be subject to amendment as provided herein and shall be valid for the duration of this Agreement. Exhibit A is approved by all initial Parties and shall be binding upon any Parties that are admitted after the initial Parties. No additional Parties shall be admitted to the Cooperative without first agreeing to be as bound by Exhibit A as are the initial Parties.

4. Term and Duration of Agreement; Dissolution

- 4.1. This Agreement shall be binding upon each signing Party, and among and against all signing Parties as of the date on which the Agreement has been executed by each such Party, so long as such Party has complied with the requirements of A.R.S. § 11-952, which includes appropriate action by the legislative or other governing body of the Party for the approval of the Agreement, and determination by the Party's attorney that the Agreement is within the powers and authority of the Party. In order for this Agreement to have legal effect, at least two (2) Parties must sign it. The "Effective Date" of this Agreement shall be the date upon which the second Party signs it. The initial term of this Agreement shall begin upon the signing of this Agreement by the second Party and end on December 31, 2022; thereafter, the Agreement will automatically renew for terms of ten (10) years. Notwithstanding the foregoing, this Agreement shall automatically terminate upon dissolution of the Cooperative.

- 4.2. The Parties do not anticipate that the Cooperative will be dissolved until it is no longer desirable or feasible for the Cooperative to operate the Radio System, or Radio System operations are transferred to another appropriate entity as determined by the

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Cooperative.

- 4.3. If the Parties dissolve the Cooperative other than by transferring Radio System operations to a governmental or non-profit entity, real property that is owned separately by a Member, regardless of whether it is situated within a Member's boundaries or installed at a Member-owned communications facility shall be returned to such Member. Real property purchased or owned separately by a Member shall remain the sole and separate property of that Member and shall not become the property of the Cooperative. Radio frequencies shall be dealt with in accordance with FCC licensing regulations and in accordance with the terms and conditions of any separate agreements between the Members that result in the contribution of frequencies to the Radio System.

5. Manner of Financing, Indemnity and Insurance

- 5.1. The cost of operating, maintaining, sustaining, improving and financing the Network shall be paid in the manner specified in Exhibit A. An infrastructure replacement and enhancement fund and an annual operating and maintenance budget shall be established and maintained as provided in Exhibit A. The costs paid by the Parties for operating, maintaining, sustaining, improving and financing the Network, less amounts, including grants and gifts, received from federal, state, regional or other funding sources shall be approved annually by the Cooperative Board of Directors.
- 5.2. Each Party agrees to timely pay its share of the cost of operating, maintaining, sustaining, improving, and financing the Network as specified in Exhibit A. Each Party shall render its amounts payable to the Cooperative no later than forty-five (45) days from the invoice date. The Cooperative may collect interest at the rate of one percent (1%) per month for payments not received forty-five (45) days from the invoice date. The interest collected shall be deposited in the operating and maintenance budget and used to offset the costs of operation and maintenance.
- 5.3. It will be the responsibility of each Party to this Agreement to take the appropriate steps in conformity with state or local laws to ensure that it appropriates sufficient funds to cover the obligations it assumes under this Agreement. Each Party recognizes that the performance by the Parties under this Agreement may be dependent upon the appropriation of funds by that Party. Should any Party fail to appropriate the necessary funds, that Party may withdraw from this Agreement on the last day of the fiscal period for which funds are legally available, notwithstanding Section 6. Each Party agrees to give notice to the other Parties as soon as reasonably possible after the unavailability of funds comes to the Party's attention.

Each Party understands and acknowledges that claims and lawsuits may be filed for damages resulting from acts or omissions in connection with the operating, maintaining, sustaining, improving and financing, of the Network. Accordingly, to the extent permitted by law, each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses,

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liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

5.4. Insurance - Each Party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. § 11-261, § 11-981 (or if a school district, § 15-382) and § 41-621, or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

5.5. The Cooperative, with the approval of its Board of Directors, may apply for such federal, state or other grants as are made available for operating, maintaining, sustaining, improving, and financing of the Network. The Administrative Managing Member or a Network Managing Member (by and through its authorized signatory) may submit the grant application on behalf of the Cooperative in accordance with applicable laws, rules, regulations and procedures. A grant agreement, approved by the Board of Directors, and entered into on behalf of the Cooperative shall be incorporated and made a part of this Agreement, and each Party agrees to be bound by the terms and conditions of the grant and to comply with and enforce the grant provisions within the limits of its jurisdiction. Any grant funds received will be used to reduce the cost of the project for which a grant application was submitted. The application for or the award of a grant shall not relieve a

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Party of its obligation to pay costs billed by the Cooperative as provided in this Agreement. The Cooperative shall credit grant funds to the Parties, in proportion to the amount of funding each Party contributes towards the grant project, as the grant funds are received.

- 5.6. The Cooperative's Board of Directors shall use the Administrative Managing Member's procurement and insurance procedures.

6. Obligations as Members

- 6.1. Each Party to this Agreement is a Member of the Cooperative and shall comply with and be subject to the obligations of Members as set forth in Exhibit A, including the obligation to operate, maintain, sustain, improve and finance the Network. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.

7. Voluntary Termination or Withdrawal as Members

Any Party may voluntarily terminate its participation in the Cooperative by providing twenty-four (24) months' prior written notice to the other Parties. The Cooperative Board of Directors will work with the withdrawing Member and remaining Parties to determine cost and operational impacts of the withdrawal. Subject to the conditions below, the withdrawing member retains rights to real property, and personal property as defined by the Agreement and as allowable by State and Federal law and/or regulation. Members voluntarily terminating their participation in the Cooperative must comply with the following:

- 7.1. Transfer or relinquish to the Cooperative any unexpended infrastructure replacement and enhancement funds, and operating and maintenance funds.
- 7.2. Pay all fees and charges owed to the Cooperative through the effective date of termination.
- 7.3. Provide the Cooperative with twenty four (24) months' notice before any withdrawal of Equipment, communication services, and Facilities, subject to Subsection 7.6. below.
- 7.4. Pay for all costs to affect the withdrawal of the Member including costs to reconfigure the Network for the remaining Members.
- 7.5. Allow continued use of frequencies (subject to Section 4.3 above) and Equipment required for the incremental capacity necessary for use by other Members, including for 'roaming'.
- 7.6. Allow the Cooperative continued use of Member's Equipment, communication services, and Facilities, or alternatively, pay for securing conforming Equipment, communication

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services, and Facilities for continued use of the Cooperative, without service interruption, for the remaining effective period of this Agreement.

- 7.7. Reimburse Pima County for the depreciated value of any Subscriber Units originally purchased by Pima County and transferred to the Member.

8. Failure to Pay Financial Obligation

- 8.1. If a Party is relieved from payment of its financial obligation to the Cooperative as a matter of law, then the Cooperative may suspend the Party's right to vote and participate in the affairs of the Cooperative until such time as the Party has paid the difference between the Party's share of the costs and the amount the Party has paid for such costs.
- 8.2. Except as provided in paragraph 8.1, if a Party fails to pay a financial obligation within forty-five (45) days of the invoice date and then, upon notice by the Administrative Managing Member of the deficiency, fails to cure the non-payment within forty-five (45) days of the date of the deficiency notice, the Cooperative shall suspend the Party's right to vote and participate in the affairs of the Cooperative until such time as the Party has paid the difference between the Party's share of the costs and the amount the Party has paid for the costs.

9. Open Meeting Law

The Cooperative, including the Board of Directors and the Executive Committee shall comply with A.R.S. § 38-431, et seq. (Arizona Open Meeting Law) in conducting meetings to the extent the law is applicable.

10. Records

- 10.1. The Cooperative shall comply with A.R.S. § 39-121 et seq. (Arizona Public Records Law) in maintaining and providing access to the records of the Cooperative.
- 10.2. The Cooperative and each Party respectively shall make its financial records regarding the operation, maintenance, sustainment, improvement, and financing of the Network available to any requesting official or agent of the Cooperative or Party. Such request for inspection shall not be made more frequently than once a month.
- 10.3. To the extent permitted by law, the Parties shall treat Network information as proprietary and confidential. Network information includes, but is not limited to, technical data, engineering details, construction documents, inventory lists, programming configurations, and operational procedures. Any Party who receives a request for information or a public records request concerning the Network shall initially and immediately notify the Executive Director of such request before following any customary internal practices or procedures with regard to such request.

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10.4. Cooperative and Members may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information other than Network information defined above to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that:

- a) is already in the receiving Party's possession at the time of disclosure; or,
- b) is or later becomes part of the public domain through no fault of the receiving Party; or,
- c) is received from a third party with no duty of confidentiality to the disclosing party; or,
- d) was developed independently by the receiving party prior to disclosure; or,
- e) is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure.

10.5. Recorded Radio & Telephony Communications - In the event radio or telephony recordings made and retained by the Cooperative are requested for public release pursuant to A.R.S. § 39-101 et seq., the Party receiving the request ("Receiving Party") shall release records ten (10) business days after the date of notice to the Originating Party of the request for release, unless the Originating Party has, within the ten day period, released the requested record or taken action to preclude its release by securing a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. The Originating Party shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

The Receiving Party shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records, nor shall the Receiving Party be financially responsible in any manner for any costs associated with securing such an order.

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For the purpose of this paragraph, “Originating Party” shall mean the Party that creates the record; “Receiving Party” shall mean any Party that did not create the record, but possesses the record, and has received a request to release the record.

All radio and telephony recordings shall be maintained consistent with Board of Director’s policies and consistent with Arizona law.

11. Conflict of Interest

The Parties understand and acknowledge that this Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona’s public employee conflict of interest law) in the event there is a conflict of interest of the type specified in A.R.S. § 38-511 by persons significantly involved in initiating, negotiating, securing, drafting or creating this Agreement.

12. Compliance with Applicable Laws

Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referred to in this Agreement.

13. Cooperation

13.1. The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this Agreement. Each of the Parties shall fully cooperate with and assist one another in obtaining all licenses, permits, authorizations, approvals and consents required in or related to the performance of this Agreement. This obligation includes performing an act that is not specifically referred to in this Agreement, so long as the obligation to perform such act is reasonably implied by the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted to require the Cooperative to be responsible for dispatching or otherwise causing its Members to respond to an event within another Member’s jurisdiction.

13.2. In the event any legal proceeding is instituted challenging the authority and power of any of the Parties to execute this Agreement or to perform its terms and conditions, the Parties shall, in good faith, jointly and cooperatively defend the validity of this Agreement.

13.3. The Parties may elect and shall have the right to seek specific performance, where feasible and practicable, by any Party of any or all of the obligations (except payment obligations) set forth in this Agreement. The Parties agree that, in accordance with Section 21.3 herein, specific performance may be sought by way of special action filed in superior court seeking an injunction ordering the Party to perform its obligations under this Agreement. The Parties agree not to raise as a defense the position that there is an “adequate remedy at law.” The Parties hereby stipulate and consent to the jurisdiction of the superior court in any such special action.

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14. Federal Immigration Compliance

A.R.S. § 41-4401 prohibits government entities from entering into an agreement with any other government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, each Party agrees that:

- 14.1. To the extent applicable, Party and each subcontractor it uses warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with § 23-214, subsection A.
- 14.2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- 14.3. Each Party retains the legal right to inspect the papers of the Party or subcontractor employee(s) who work(s) on this Agreement to ensure that Party or subcontractor is complying with the warranty under paragraph 1.

15. Scrutinized Business Operations

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

16. Non-Discrimination

The parties agree to comply with Executive Order 75-5 as amended by Executive Order 2009-09 and to comply with all applicable state and federal laws, rules and regulations regarding equal opportunity, nondiscrimination and affirmative action.

17. Amendment

- 17.1. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the Parties.
- 17.2. This Agreement, including Exhibit A, may be amended by one of the following two procedures:
 - 17.2.1. Cooperative-Legislative Procedure. A proposed amendment to this Agreement, including Exhibit A, shall be submitted for approval to the Cooperative's Board of Directors. Upon approval of the Board of Directors, each Party shall take appropriate steps in conformity with state and local law to authorize and approve the proposed amendment.

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17.2.2. Formal Addendum Procedure. A proposed amendment to this Agreement, including Exhibit A, shall be presented to each Party in the form of an addendum, and, if approved by the Board of Directors, each Party will take appropriate steps in conformity with state and local law to authorize and approve the amendment.

17.3. Each Party shall file a copy of the appropriate resolution, ordinance or other recorded action by which its legislative or governing body approved the amendment with the Executive Director of the Cooperative.

18. Existing and Future Agreements

18.1. The Parties agree that the provisions of this Agreement shall be incorporated in any future subcontracts between the Parties and any other person, political subdivision or public agency that contracts with the Parties to make use of the Radio System.

18.2. The Parties agree that they will not enter into subcontracts for the use of the Radio System without the prior approval of the Board of Directors, which shall have the authority to review the subcontracts for conformity with the rights and obligations set forth in this Agreement.

18.3. In the event of any conflict, inconsistency, or incongruity between the provisions of this Agreement and any of the provisions of any previous agreement between the Parties, the provisions of this Agreement shall in all respects govern and control.

18.4. Nothing in this Agreement shall be construed or interpreted:

18.4.1. To supersede prior existing mutual aid agreements or radio support agreements between or among the Parties.

18.4.2. To prohibit a Party from entering into separate agreements after the Effective Date of this Agreement concerning real estate, buildings and structures, and towers that the Party owns, leases, or licenses and that the Party authorizes and allows the Cooperative to use as part of the Network, provided the separate agreements are consistent with this Agreement and compatible with the Cooperative's use of the property for the Network.

18.4.3. To supersede prior existing agreements concerning Facilities, that the Party owns, leases, or licenses and that the Party authorizes and allows the Cooperative to use as part of the Network, except to the extent described in Section 18.3 above.

18.5. This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established under this

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Agreement.

19. Notices

- 19.1. Any notice, consent or other communication (“Notice”) required or permitted under this Agreement shall be in writing unless otherwise specified herein and deposited in the U.S. mail, postage prepaid, registered or certified mail, return receipt requested.
- 19.2. Notice shall be deemed received five (5) days after the Notice is deposited in the U.S. mail as provided above. Any time period stated in a Notice shall be computed from the time the Notice is deemed received.
- 19.3. Any Party may change its mailing address or the person to receive Notice by notifying the other Parties as provided in this section. Routine notices shall be sent as provided in this Agreement.

20. Default And Cure

- 20.1. Each Party agrees that it will perform all duties and obligations agreed to be performed by it under the terms and conditions of this Agreement, and that the unexcused failure of the Party to perform its duties and obligations shall constitute a default under this Agreement. In the event of a payment default by a Party, the Executive Director shall give written notice of the default, specifying the existence and the nature of the default. The defaulting Party shall have ten (10) days to remedy the default by making due payment. In the event of any performance default by a Party, the Executive Director shall give written notice of the default, specifying the existence and the nature of the default. The defaulting Party shall have thirty (30) days to remedy the default by rendering the necessary performance. In the event that the defaulting Party disputes an asserted default, the Party shall perform the disputed obligation, including making payment, but may do so under protest. The protest shall be in writing, and shall precede the performance of the disputed obligation, and shall specify the reasons upon which the protest is based. The Party disputing the asserted default shall have the right to submit the dispute to the Cooperative’s Board of Directors for a recommendation on a non-binding resolution under paragraph 21.
- 20.2. Notwithstanding the provisions of paragraph 20.1, in the event a Member disputes an amount billed, it shall do so in writing to the Executive Director within forty-five (45) days after the invoice date. The Member shall pay the disputed amount, but may do so under protest. The protest shall be in writing, and shall accompany the disputed payment if not previously paid and shall specify the reason upon which the protest is based. After the protest has been filed and the disputed amount has been paid, the dispute shall be handled in accordance with the dispute resolution process specified in paragraph 21. Payments not made under protest shall be deemed to be correct. If a protest is not filed within forty-five (45) days of the invoice date, the Member waives its right to file a protest.

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20.3. If a party fails to cure a default within the time frames specified in 20.1, that party will no longer be in “Good Standing,” as defined in Exhibit A, and shall lose voting privileges as specified in paragraph 3.2.1.3 of Exhibit A. If the Party is still in default after six consecutive months, the Board of Directors has the right to define additional cures up to and including expulsion from the Cooperative.

21. Alternative Dispute Resolution

21.1. If any dispute, complaint or controversy, including a protest made pursuant to paragraph 20.1 or 20.2, (“dispute”) arises between or among the Parties under this Agreement, the dispute shall be brought to Cooperative’s Board of Directors for non-binding dispute resolution in accordance with the internal dispute resolution process established by the Board of Directors. If a Party disagrees with the Board of Director’s determination, the Party may pursue the remedies otherwise provided for in this Agreement.

21.2. Notwithstanding the existence of a dispute between or among the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations that are required of it and that are not related to the dispute. The Parties agree that at any point in the internal dispute resolution process, the Board of Directors may adopt and impose an interim emergency remedy to ensure the continuation of essential communication services until the dispute is resolved.

21.3. This Agreement shall not be construed or interpreted to prohibit a Party from seeking injunctive relief for the preservation of property.

21.4. In the event a dispute cannot be resolved through the procedures set forth above, the Parties shall submit any controversy or claim arising out of or relating to this contract or breach of this contract to mandatory mediation before a single mediator. The Parties shall participate in mediation in good faith to resolve any dispute. Any mediation shall be held in Tucson, Arizona. Should the Parties fail to agree on a mediator within 10 days of a demand for mediation, the then-presiding civil judge of the Superior Court in Pima County, Arizona shall appoint the mediator, or one will otherwise be appointed pursuant to Board of Director’s policy. If mediation is unsuccessful in resolving any dispute within ninety (90) days after demand for mediation, either Party may seek judicial remedy after ninety (90) day mandatory mediation period has elapsed, provided that such agreement to mediate shall not be construed as a waiver of the sovereign immunity of any Party.

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22. Waiver

The waiver by any Party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

23. Performance and Uncontrollable Events

23.1. A Party shall not be considered in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term “uncontrollable event” means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

23.2. If any Party claims that its failure to perform was due to an uncontrollable event, the Party shall bear the burden of proof that such activity was within the meaning and intent of this section, if such claim is disputed by any Party to this Agreement.

24. Assignment and Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No assignment shall be allowed without the prior written consent of the Board of Directors.

25. Entire Agreement

This Agreement, including Exhibit A, contains the entire agreement and understanding among the Parties regarding the formation, governance and operation of the Cooperative, and supersedes and replaces all related prior negotiations or agreements regarding its contents and purpose. Each Party acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement and acknowledges that this Agreement has not been executed in reliance on any promise, representation or warranty not contained in this Agreement. Any amendment or modification of this Agreement shall be in writing. For only those members who are covered or hybrid entities (“Covered Members”) under the Health Insurance Portability and Accountability Act (“HIPAA”), and only in the event Protected Health Information (“PHI”) will be recorded onto Pima County server(s), a Business Associate Agreement or Agreements (“BAA”) shall be executed and attached hereto as Exhibit B to this Agreement. Notwithstanding any provision to

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the contrary in this Agreement or Exhibit A, the terms and conditions of a BAA are solely between the signing Covered Member and Pima County.

26. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision therefore shall be instituted only in the courts of Pima County, Arizona.

27. Severability

If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of the Radio System. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law. This section shall not limit the discretion of the Parties to suspend a Party's right to vote and participate in the affairs of the Cooperative as provided in section 8, entitled Failure To Pay Financial Obligation.

28. Headings

Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

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29. Counterparts

This Agreement, which includes Exhibit A, "Pima County Wireless Integrated Network Cooperative Governance Document," may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

For _____
Entity Name

Date _____

By _____
(Signature)

Printed Name and Title

ATTEST:

(Signature)

Printed Name and Title

APPROVED AS TO FORM and within the
powers and authority granted under the laws
of Arizona to the

Entity

(Signature)

Printed Name and Title

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EXHIBIT A – GOVERNANCE DOCUMENT

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EXHIBIT B – BUSINESS ASSOCIATE AGREEMENT

WHEREAS, COUNTY and Covered Member are parties to the attached Intergovernmental Agreement (“IGA”) pertaining to PCWIN; and,

WHEREAS, Covered Member is a “covered or hybrid entity” as defined in 45 CFR §160.103; and,

WHEREAS, the parties determined that Pima County (“COUNTY”) is a “business associate” of Covered Member as defined in 45 CFR §160.103; and,

WHEREAS, the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E require that an agreement be entered into specifying the ways in which COUNTY is permitted to use and disclose protected health information which is provided by Covered Member;

NOW, THEREFORE, COUNTY agrees to comply with and be bound by the following Business Associate Agreement provisions:

1. Definitions. Terms used, but not otherwise defined in this Exhibit shall have the same meaning as those terms in 45 CFR § 160.103 and § 164.501 as currently drafted or subsequently amended.

- 1.1 “Business associate” means COUNTY
- 1.2 “Covered entity” means Covered Member
- 1.3 “HITECH” means the provisions of the Health Information Technology for Economic and Clinical Health Act enacted on February 17, 2009 as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (PL 111-5).
- 1.4 “Individual” has the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.5 “Minimum necessary” means the standard as set forth in 45 CFR §164.502(b).
- 1.6 “PHI” means “protected health information” the term is defined in 45 CFR 164.501, limited to the information created or received by the business associate from or on behalf of the covered entity.
- 1.7 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

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- 1.8 “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.

2. Permissive uses of PHI by business associate.

2.1 Services. Except as otherwise specified herein, business associate may make only those uses of PHI necessary to perform its obligations under the IGA provided that such use or disclosure would not violate the Privacy Rule if done by the covered entity. All other uses not authorized by this Exhibit are prohibited, unless agreed to in writing by Covered Member.

2.2 Activities. Excepts as otherwise limited in this Exhibit, business associate may:

2.2.1 Use the PHI for the proper management and administration of the business associate and to fulfill any present or future legal responsibilities of business associate provided that such uses are permitted under State and Federal confidentiality laws.

2.2.2 Disclose the PHI to a third party for the proper management and administration of the business associate, provided that:

2.2.2.1 Disclosures are required by law; or

2.2.2.2 Business associate obtains reasonable assurances from the third party that the PHI will remain confidential and not be used or further disclosed except as required by law or for the purpose for which it was disclosed to that third party and the third party notifies the business associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Obligations of business associate with respect to PHI.

3.1 With regard to use and disclosure of PHI provided by covered entity, business associate agrees not to use or further disclose PHI other than as permitted or required by this Exhibit or as required by law.

3.2 With regard to use and disclosure of PHI provided by covered entity, business associate further agrees to:

3.2.1 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Exhibit;

3.2.2 Mitigate, to the extent practicable, any harmful effect that is known to business associate of a use or disclosure of PHI by business associate in violation of the requirements of this Exhibit;

3.2.3 Report to covered entity, in writing, any use or disclosure of PHI not permitted or required by this Exhibit of which it becomes aware within fifteen (15) days of business associate’s discovery of such unauthorized use or disclosure;

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- 3.2.4 Ensure that any agent, including a subcontractor, to whom business associate provides PHI agrees in writing to the same restrictions and conditions on use and disclosure of PHI that apply to business associate;
 - 3.2.5 Make available all records, books, agreements, policies and procedures relating to the use or disclosure of PHI to the Secretary of HHS for purposes of determining covered entity's compliance with the Privacy Rule, subject to applicable legal privileges;
 - 3.2.6 Make available, within seven (7) days of a written request, to covered entity during normal business hours at business associate's offices all records, books, agreements, policies and procedures relating to business associate's use or disclosure of PHI to enable covered entity to determine business associate compliance with the terms of this Exhibit;
 - 3.2.7 Provide access to PHI to the covered entity or the individual to whom PHI relates at the request of and in the time and manner chosen by covered entity to meet the requirements of 45 CFR § 164.524;
 - 3.2.8 Make any amendment(s) to PHI that covered entity directs pursuant to 45 CFR §164.526;
 - 3.2.9 Provide, within fifteen (15) days of a written request, to covered entity such information as is request by covered entity to permit covered entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 CFR §164.528; and
 - 3.2.10 Disclose to subcontractors, agents or other third parties, and request from covered entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted under the IGA.
- 3.3 With regard to securing PHI provided by covered entity, business associate agrees to comply with the requirements for business associates established by HITECH, the Security Rule and such modifications or additions to the Security Rule as may be established by the Secretary of the U.S. Department of Health and Human Services related to the Security Rule.

4. Term and Termination.

- 4.1 Term. This Exhibit shall become effective upon the date COUNTY first handles PHI on behalf of Covered Member, and shall continue in effect until all obligations of the Parties have been met, Covered Member or COUNTY are no longer parties to the IGA, or as provided in this Section 4.
- 4.2 Termination by Covered Member. Upon Member's knowledge of a material breach or violation of the terms of this Exhibit by business associate, Member in its sole discretion, may:
 - 4.2.1 Immediately terminate the Exhibit; or,
 - 4.2.2 Provide business associate with an opportunity to cure the breach or violation within the time specified by Covered Member. If business

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associate fails to cure the breach or end the violation within the time specified by Covered Member, then Covered Member will either:

4.2.2.1 Terminate the Exhibit; or,

4.2.2.2 If Covered Member determines termination is not feasible, report the breach or violation to the Secretary of HHS.

4.3 Effect of termination.

4.3.1 Upon termination of the Exhibit, for any reason, business associate agrees to return or destroy all PHI, if it is feasible to do so, and retain no copies thereof. Return or destruction shall occur within 60 days of the termination of the Exhibit. Business associate shall, upon return or destruction of PHI, provide written attestation to Covered Member that all PHI held by business associate has been returned to Covered Member or has been destroyed.

4.3.2 Business associate further agrees to recover any PHI in the possession of its subcontractors, agents or third parties to whom business associate has provided PHI and return or destroy such PHI within the 60 days after termination of the Exhibit. Business associate shall, upon return or destruction of PHI, provide written attestation to Covered Member that all PHI held by business associate has been returned to Covered Member or has been destroyed.

4.3.3 If return or destruction of PHI is not feasible, business associate shall:

4.3.3.1 Notify covered entity in writing of the specific reasons why the business associate has determined it is infeasible to return or destroy the PHI;

4.3.3.2 Agree to extend any and all protections, limitations, and restrictions contained in this Exhibit to business associate use and disclosure of any PHI retained after the termination of this Exhibit; and

4.3.3.3 Agree to limit any further uses and disclosures to those allowed under the Privacy Rule for the purposes that make the return or destruction of PHI infeasible.

4.3.4 If it is not feasible for business associate to obtain PHI in the possession of a subcontractor, agent, or third party to whom business associate has provided PHI, business associate shall:

4.3.4.1 Provide a written explanation to the covered entity why the PHI cannot be obtained;

4.3.4.2 Require the subcontractor, agent, or third party to agree, in writing, to extend any and all protections, limitations, and restrictions contained in this Exhibit to the subcontractor's, agent's, or third party's use and disclosure of any PHI retained after the termination of this Exhibit; and

4.3.4.3 Require the subcontractor, agent, or third party to agree, in writing, to limit any further uses and disclosures to those allowed under the Privacy Rule for the purposes that make it infeasible for the business associate to obtain the PHI.

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5. Miscellaneous.

- 5.1 Survival. Sections 4.3 and 2.1 solely with respect to PHI retained by the business associate in accordance with Section 4.3.3 and 4.3.4, shall survive the termination of the IGA between Covered Member and County.
- 5.2 Superseding Effect. Should the terms of this Exhibit conflict with the terms of the IGA, the terms providing for more stringent protections of PHI shall apply. Nothing contained in this Exhibit shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements, or limitations of the IGA other than as stated above in this Exhibit.

Appendix D - 5 Year Annual Cost Projection

**PCWIN Radio System
Five-Year Financial Forecast
July 2012**

DESCRIPTION	FY 13/14 ¹	FY 14/15	FY 15/16	FY 16/17	FY 17/18
PCWIN PERSONNEL & ADMINISTRATIVE EXPENSES					
SALARIES & WAGES²					
Pima County Positions					
Administration					
PCWIN Director - Admin Support Svcs Mgr - Unclass (7485)	101,231	103,761	103,761	106,355	106,355
Administrative Specialist (1 FTE)	35,000	35,875	35,875	36,772	36,772
Contract Specialist (1 FTE)	48,756	49,975	49,975	51,224	51,224
Technical					
PC ITD Communications Engineer (2.0 FTE)	83,000	170,150	170,150	174,404	174,404
PC ITD Technical Support Engineer - MW (1 FTE)	35,000	71,750	71,750	73,544	73,544
PC ITD Technical Support Analyst - Senior (2 FTE)	65,000	133,250	133,250	136,581	136,581
PC ITD Technical Support Analyst (4 FTEs)	114,500	234,725	234,725	240,593	240,593
PC Administrative Specialist (1 FTE)	17,500	35,875	35,875	36,772	36,772
PC Staff BUDGETED BENEFITS (35% of Base Salaries)	174,995	292,376	292,376	299,686	299,686
City of Tucson Positions					
COT Technician (1 FTE w/Budgeted Benefits)	56,150	115,108	115,108	117,985	117,985
COT Engineer (.4 FTE w/Budgeted Benefits)	32,150	65,908	65,908	67,555	67,555
Out Of State Travel/Training	0	5,500	5,500	5,500	5,500
In State Travel	500	1,000	1,000	1,000	1,000
Dues And Memberships	400	800	800	800	800
Administrative Overhead ³	112,500	225,000	225,000	225,000	225,000
OPERATING EXPENSES					
Office Supplies	975	1,950	1,950	1,950	1,950
Books/Subscriptions/Videos	1,250	2,500	2,500	2,500	2,500
Software - Comm Shop 360	35,000	35,000	35,000	35,000	35,000
Other Operating Supplies	12,500	25,000	25,000	25,000	25,000
Repair & Maintenance Supplies ⁴		130,150	260,301	260,301	260,301
Small Tools & Office Equipment	20,000	20,000	20,000	20,000	20,000
Office Machines/Computers	2,500	5,000	5,000	5,000	5,000
Other Machines/Equipment	500	1,000	1,000	1,000	1,000
Fuel, Oil, Lubricants	500	1,000	1,000	1,000	1,000
Printing & Microfilming	125	250	250	250	250
Postage & Freight	2,500	5,000	5,000	5,000	5,000
Property Damage & Gen Liabilities Insurance Premiums	13,725	18,300	18,300	18,300	18,300
Motor Pool Charges	31,985	63,970	63,970	63,970	63,970
CONTRACTUAL OPERATING EXPENSES					
R&M MACHINERY & EQUIPMENT					
Motorola Software Subscription Agreement	0	208,506	417,012	417,012	417,012
Motorola LMR Technical Support	0	44,574	90,038	90,939	91,848
Motorola Network System Monitoring	0	64,673	129,345	129,345	129,345
Motorola Network Preventative Maintenance	0	25,020	50,039	50,039	50,039
Motorola Advanced Replacement	0	38,606	77,211	77,211	77,211
Motorola NICE Audio Logging Equipment Service	0	43,119	86,238	86,238	86,238
Ceragon Maintenance Support	0	53,609	67,574	70,952	74,500
Ceragon 24 Hr Advanced Replacement & Extended Warranty	0	47,724	63,632	63,632	63,632
Cisco SmartNet (County Equipment \$26,779.85, COT SONET (\$70K)	96,780	96,780	96,780	96,780	96,780
Test Equipment Repair & Maintenance	3,750	7,500	7,500	7,500	7,500
COMMUNICATIONS SITE MAINTENANCE					
BEACON	13,068	13,068	13,068	13,068	13,068
CONFIDENCE	10,307	10,307	10,307	10,307	10,307
GEASA	11,990	11,990	11,990	11,990	11,990
HAYSTACK	18,057	18,057	18,057	18,057	18,057
RVFD	12,767	12,767	12,767	12,767	12,767
SWAN	12,504	12,504	12,504	12,504	12,504
TUMAMOC	11,107	11,107	11,107	11,107	11,107
UTILITIES					
TELEPHONE/VOICE/DATA TELECOMMUNICATIONS					
ITD Network Port Charges (Telephone/Data) (\$35.00/month ea. Staff member)	5,460	5,460	5,460	5,460	5,460
Long Distance Telephone Services	500	500	500	500	500
Cell Phones w/Data (Phones @\$90.00/month ea., Air Cards @ 45.00/mo.)	16,200	16,200	16,200	16,200	16,200
ELECTRICITY					
BEACON	8,000	8,000	8,000	8,000	8,000
BIGELOW - SAT	6,000	6,000	6,000	6,000	6,000
EAGLE	12,500	12,500	12,500	12,500	12,500
KEYSTONE - AZ DPS	3,600	3,600	3,600	3,600	3,600
LEMMON - AZ DPS	3,600	3,600	3,600	3,600	3,600
RVFD	12,500	12,500	12,500	12,500	12,500
SWAN	12,500	12,500	12,500	12,500	12,500
TUMAMOC - AZ Public Media	12,500	12,500	12,500	12,500	12,500
LEASES & RENTALS					
LEASES & RENTALS					
ARIVACA - ASLD Commercial Lease	2,400	2,400	2,400	2,400	2,400
BEACON - Crown Castle Lease	11,124	11,458	11,801	12,155	12,520
BIGELOW - SAT Lease	14,832	15,277	15,735	16,207	16,694

**PCWIN Radio System
Five-Year Financial Forecast
July 2012**

DESCRIPTION	FY 13/14 ¹	FY 14/15	FY 15/16	FY 16/17	FY 17/18
CONFIDENCE - TEP Lease	5,000	5,000	5,000	5,000	5,000
HAYSTACK - ASLD Land Use Permit	1,800	1,800	1,800	1,800	1,800
KEYSTONE - AZ DPS	15,246	15,246	15,246	15,246	15,246
LEMMON - AZ DPS	4,356	4,356	4,356	4,356	4,356
MILDRED - ASLD Commercial Lease	2,400	2,400	2,400	2,400	2,400
PECOC - Master Site & PCWIN Offices	80,380	80,380	80,380	80,380	80,380
RVFD - Rincon Valley Fire District Lease	12,000	12,000	12,000	12,000	12,600
County 1313 S. Mission Rd. - Radio Maintenance Shop	27,629	27,629	27,629	27,629	27,629
REVENUES					
OVPD - 50% of rental 3rd party rental revenues	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
RVFD - rental revenue	(24,000)	(24,000)	(24,000)	(24,000)	(25,200)
	1,420,095	2,802,384	3,388,597	3,426,421	3,431,129
Minimum 12.5% Fund Balance ⁴	423,575				
Amount needed in Annual Membership Fee to maintain Minimum Fund Balance	423,575	0	4,728	588	0
Revenues Required	\$ 1,843,670	\$ 2,802,384	\$ 3,393,325	\$ 3,427,009	\$ 3,431,129

Footnotes:

- 1 - Assumes full year costs for administrative staff and half year for technical staff. Assumes full year costs for leases, utilities and rent payments
- 2 - Staff positions are calculated at mid-range if specific salary not yet known. Assumes a 2.5% salary increase every other year.
- 3 - Repair & Maintenance Supplies in Operating Expenses initially estimated at 1% of FNE with warranty covering the first year of operations.
- 4 - Minimum fund balance initial set for first fully operational year without warranties (Fiscal Year 15/16)