

PCWIN Cooperative
Governance
Document
August 2016



PCWIN Pima County Wireless
Integrated Network

...a better state of communication

Pima County Wireless Integrated Network
3434 East 22nd Street • Tucson, AZ 85713

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1. DEFINITIONS

In this agreement, unless the context otherwise requires, the following terms mean:

| Term | Definition |
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| Administrative Managing Member | A Member responsible for the administration and financial management of the Cooperative. |
| Alternate Representative | A person designated by a Member to serve as a substitute for a Member's Representative and to exercise the authority specified in this Agreement. |
| Annual Membership Fee | Fee paid by all Members, and other Participants as determined by the Board of Directors, to cover the cost of Cooperative administrative services, Network infrastructure operations and maintenance services, and network infrastructure replacement and enhancement projects. |
| Associate Participant | A non-member agency or organization that is authorized by the Board of Directors to use the Radio System to support an existing Member(s) public safety mission. |
| Board of Directors | The ruling body of the Cooperative that is comprised of one representative from each Member. |
| Board of Directors Representative | The person designated by a Member to act on behalf of the Member on all matters concerning the Cooperative, and to exercise the vote of the Member. |
| Conditional Participant | A non-member agency or organization authorized by the Board of Directors to temporarily use the Radio System for special preplanned events, tactical situations or emergency circumstances. |
| Cooperative | The unincorporated association that was formed by the Parties to use their best efforts, through cooperation and sharing of common resources, for the mutual benefit of all Parties to operate, maintain, sustain, improve, and finance a regional radio communications network. |

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| Cooperative Administrative Services | Services provided to the Cooperative by an Administrative Managing Member and the Executive Director in the areas of organizational management, accounting and budget, procurement and contracting, legal and all other duties as assigned by the Board of Directors. |
| Emergency Medical Service Participant | A non-member Emergency Medical Services Provider that is authorized by the Board of Directors to use the Radio System for purposes of providing emergency medical services. |
| Emergency Medical Service Provider | Basic or advanced life support ambulance service providers possessing a Certificate of Necessity as defined by ARS 36-2233, Indian community basic or advanced life support ambulance service provider, or hospitals providing emergency room services. |
| Entity | Any city, town, county, state, federal, Indian community, fire district or other separately constituted public entity that provides Public Safety services. Municipal, county or state agency, department, or division does not constitute a separate entity for Membership purposes. |
| Equipment | Communications hardware and any other personal property assets utilized to support the Radio System under this Agreement, or utilized pursuant to any other Agreement between parties to this Agreement. |
| Executive Committee | The committee responsible for evaluating all Cooperative proposals and recommendations prior to submission to the Board of Directors, and performing other duties delegated by the Board. |
| Executive Director | The chief administrative officer responsible for coordination of Cooperative and Network activities. |
| Facilities | Towers, shelters, communications centers, generators, AC/DC power, and other real property assets utilized to support the Radio System pursuant to those certain leases, licenses, permits, or other authorizations for the use of space entered into by parties to this Agreement. |

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| Fiscal Year | The twelve (12) month accounting period for budgeting and expenditure reporting that commences on the first day of July and ends on the thirtieth day of June. |
| Good Standing | Status of a Member who attends at least one Board of Directors meeting per twelve (12) month period, is current in all fees owed to the Cooperative, and whose vote is not suspended. |
| Impact Assessment | The evaluation method used to identify the Network modifications and capital investment needed to add a new Member or Participant, or change how an existing Member or Participant uses the Network. |
| Infrastructure Replacement and Enhancement Fund | The fund of monies set aside from the Annual Membership Fee to fund capital replacements, enhancements, and construction of the Network. |
| Interoperability | Wireless communications interoperability is the ability of emergency response officials to share information via voice and data signals on demand, in real time, when needed, and as authorized. |
| Interoperability Participant | A non-Member Public Safety Services agency authorized by the Board of Directors to intermittently use the Radio System for mutual aid and/or interoperability purposes. |
| Maintenance Provider | A Member or vendor responsible for providing maintenance for some portion of the Network as approved by the Board of Directors. |
| Member | Any entity that executes and becomes a party to the Intergovernmental Agreement to operate, maintain, sustain, improve, and finance the Network. |
| Network | The Radio System, Radio Consoles, Transport Network, Equipment, and Facilities that comprise the Pima County Wireless Integrated Network as defined by the Board of Directors. |

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| Network Infrastructure Replacement and Enhancement Projects | Projects approved by the Board of Directors to replace, expand, or enhance the Network funded through the Annual Membership Fee. |
| Network Managing Member | Any Member who is responsible for the day-to-day operation of the Radio System and coordination of Network Maintenance Services. |
| Network Maintenance Services | Services provided to the Cooperative by a Maintenance Provider to ensure physical operation of all or some portion of the Network. |
| Network Operations Services | Services provided to the Cooperative by a Network Managing Member to ensure optimal operation of the Radio System through coordination with the Technical Working Group and Maintenance Providers. |
| Numerical Vote | A vote by Members of the Board of Directors consisting of one vote per Member. |
| Operations Working Group | A group of Member and Participant representatives assembled by the Executive Director to address non-technical operational issues. |
| Parties | All Members collectively. |
| Party | Any Member individually. |
| Public Safety Service | All law enforcement, fire, emergency management, and disaster preparedness services. |
| Public Safety Service Participant | A non-member provider of Public Safety Service that is authorized by the Board of Directors to use the Radio System for purposes of providing public safety service. |
| Public Service | All public works, transportation, and other non-public safety service departments of a Member. |
| Radio Consoles | IP Dispatch Console, console electronics, software, paired control station radios and antennas. |

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| Radio System | The Public Safety Communications System which operates on the Network and used by Members. |
| Special Assessment | Fee assessed by the Board of Directors to pay the cost of unplanned projects such as disaster recovery, the use of the Radio System by an Interoperability or Conditional Participant, or Network changes or expansions to support new Membership or those not previously included in the budget. Special Assessments may be charged proportionately or individually and need not be equal among Members, as may be decided by the Board of Directors. |
| Subscriber Unit | A voice or data unit activated for use on the Radio System (e.g., operating portable, mobile, or control station). Subscriber Unit shall include a cache radio and a spare radio that has been assigned a valid system ID and activated for use. Subscriber Units do not include Radio Consoles. |
| Subscriber Units | The total number of Subscriber Units activated for use on the Radio System. |
| Talkgroup | A defined organizational grouping of radio users who need to communicate with one another. |
| Technical Working Group | A group of Member representatives assembled by the Executive Director to address technical issues. |
| Transport Network | The backhaul communications system which supports the voice and data communications requirements of the Radio System. The Transport Network is inclusive of microwave, fiber, and telecommunications circuits shared by Member jurisdictions or other providers. |
| Weighted Vote | A vote by Members of the Board of Directors based on a member's pro rata share of total Subscriber Units as more fully described in Section 3.2.1.3.2. |

2. MANAGING MEMBERS

Pima County (“County”) shall serve as the Network Managing Member responsible for the day-to-day operations and maintenance of the Radio System. The County and the City of Tucson (“Tucson”) shall serve as Maintenance Providers to maintain Network components as assigned by the Board of Directors. The County shall also serve as the Administrative Managing Member responsible for the day-to-day management of the Cooperative organization and finances. The Cooperative may change and/or designate additional Maintenance Providers as appropriate. The Cooperative may change and/or designate additional Network Managing Members as the Network architecture changes to include specialized components such as county, state or federal sub-systems. Management of Network Infrastructure Replacement and Enhancement Projects and resulting additional infrastructure subsequent to this Agreement shall be determined by the Board of Directors.

2.1. Network Managing Member

A Network Managing Member shall have the following duties:

- 2.1.1.** Coordinate and manage Subscriber Unit identifications and priorities.
- 2.1.2.** Coordinate and manage Talkgroup identifications and priorities.
- 2.1.3.** Collect and report statistical data of Radio System utilization.
- 2.1.4.** Publish Network service level performance reports
- 2.1.5.** Maintain, optimize, and backup Radio System databases.
- 2.1.6.** Coordinate operations and maintenance of the Network components and any necessary inspections.
- 2.1.7.** Identify, track, and coordinate resolution of Network problems.
- 2.1.8.** Establish and maintain a disaster recovery plan.
- 2.1.9.** Track and coordinate frequency management functions for frequencies licensed by the FCC for use in the Radio System.
- 2.1.10.** Implement policies and procedures as approved by the Board of Directors.
- 2.1.11.** Provide and/or coordinate as necessary the support staff that performs Network Operations Services.

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2.1.12. Inform the Executive Committee, Technical and Operations Working Groups of Network issues.

2.1.13. Perform all other duties as assigned by the Board of Directors.

2.2. Administrative Managing Member

The Administrative Managing Member shall have the following powers and duties:

2.2.1. Appoint an Executive Director, subject to the approval of the Board of Directors.

2.2.2. Establish and maintain an accounting and budget system.

2.2.3. Collect and disburse monies.

2.2.4. Procure general goods and services, and professional services for the Cooperative.

2.2.5. Contract with other Entities as required to carry out the purposes of the Cooperative.

2.2.6. Serve as the contracting authority for the Cooperative.

2.2.7. Apply for and, if awarded, accept grants and gifts on behalf of the Cooperative.

2.2.8. Maintain inventory of network components and subscriber units on behalf of the Cooperative.

2.2.9. Provide reports as required by the Board of Directors.

2.2.10. Perform all other duties as assigned by the Board of Directors.

2.3. Maintenance Provider

A Maintenance Provider shall have the following duties:

2.3.1. Maintain that portion of the Network assigned by the Cooperative.

2.3.2. Maintain subscriber units as mutually agreed by the approved maintenance provider and the owner of the subscriber unit.

2.3.3. Comply with all policies and procedures established by the Cooperative.

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2.3.4. Provide reports as required by the Board of Directors.

2.3.5. Support the Administrative Managing Member and Network Managing Member(s) with information required to develop and manage budgets, inventory and maintenance history.

3. COOPERATIVE STRUCTURE

The Cooperative structure to operate, maintain, sustain, improve and finance the Network is defined as follows:

3.1. Radio Network Membership and Participants

The various categories of Membership shall be as follows:

3.1.1. Members

The Cooperative Membership shall be composed of the initial Members and any other Entity that is admitted in accordance with Section 3.1.7 of this Agreement. A municipal, county or state agency, department, or division shall be represented by its corresponding city, town, county, state, Indian nation or tribe, or separate entity. Each city, town, county, state, Indian nation, fire district, or separate entity shall be considered one member of the Cooperative.

3.1.2. Associate Participants

An agency or organization may become an Associate Participant if the agency or organization: (1) is sponsored by a Member and is authorized by the Board of Directors to use the Radio System to support Public Safety Services; and (2) is compliant with the conditions as set forth by the Board of Directors. Associate Participants have no Cooperative voting rights or representation on the Board of Directors, Executive Committee, or the Technical Working Group. Associate Participants may have one representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees or costs and weighted votes connected with an Associate Participant's use of the Radio System shall be assessed to the Member sponsoring the Associate Participant.

3.1.3. Interoperability Participants

If authorized, and subject to the conditions imposed by the Board of Directors, an Interoperability Participant may use the Radio System to support existing Members with intermittent public safety incidents. Interoperability Participants shall have no Cooperative voting rights or representation on the Board of Directors, Executive Committee, Technical or Operations Working Group. Unless directed otherwise by the Board of Directors, no fees and

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costs or weighted votes will be assessed to Interoperability Participants. Interoperability Participants shall be responsible for purchasing, programming and maintaining any required subscriber units for this purpose as defined by the Board of Directors.

3.1.4. Conditional Participants

A non-Member agency or organization may use the Radio System on a temporary basis for special events, tactical situations or emergency circumstances in support of an existing Member, if authorized by the Board of Directors. Conditional Participants have no Cooperative voting rights or representation on the Board of Directors, Executive Committee, Technical or Operations Working Group. Unless directed otherwise by the Board of Directors, no fees and costs or weighted votes will be assessed to Conditional Participants. In an emergency the Executive Director may authorize the addition of a Conditional Participant, but continuation of the Conditional Participant must be approved or disapproved by the Board of Directors at their next meeting.

3.1.5. Emergency Medical Services Participants

An Emergency Medical Services Provider may become an Emergency Medical Services Participant if authorized by the Board of Directors to use the Radio System with the conditions as set forth by the Board of Directors. Emergency Medical Services Participants have no Cooperative voting rights or representation on the Board of Directors or the Executive Committee. Emergency Medical Services Participants may have one representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees and costs will be assessed to Emergency Medical Services Participants.

3.1.6. Public Safety Service Participants

A provider of Public Safety Service may become a Public Safety Service Participant if authorized by the Board of Directors to use the Radio System with the conditions as set forth by the Board of Directors. Public Safety Service Participants have no Cooperative voting rights or representation on the Board of Directors or the Executive Committee. Public Safety Service Participants may have one representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees and costs will be assessed to Public Safety Service Participants.

3.1.7. Admission

Any entity, agency or organization in the Radio System service and expansion area, as defined by the Board of Directors, may apply for Membership or Participant user status. Membership or Participation will only be considered if all of the following occur:

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- Applicant submits a written request to the Board of Directors;
- Board of Directors approves applicant's written request;
- Applicant enters into an agreement with the Cooperative that specifies the fees and costs the applicant shall pay to the Cooperative pursuant to Section 4 of this Agreement;
- Applicant enters into an agreement with the Cooperative that provides for long term use of frequencies, Equipment and Facilities shared or contributed by the applicant to improve the Network, increase capacity, or increase coverage;
- Applicant meets all conditions imposed by the Board of Directors; and
- Member applicant executes and becomes a party to this Agreement.

3.1.7.1. Evaluation Factors

The Board of Directors has the sole and absolute discretion to either summarily deny or consider applicants for Membership or Participant status. If the Board of Directors elects to consider an application, the Cooperative will conduct an Impact Assessment to determine costs, risks and benefits to the Cooperative. The applicant shall pay the cost of the Impact Assessment prior to commencement of the analysis.

After completion of the Impact Assessment, the Executive Director, being advised by the Operations Working Group and Technical Working Group, will develop a written recommendation, complete with financial, technical and Network operational impact statements, for Executive Committee review and Board of Directors approval.

The Cooperative shall evaluate all requests giving the highest priority to maintaining service for public safety services. The Cooperative shall not admit non-public-safety service users if such admittance would compromise the performance of the radio system in addressing public safety services. The Cooperative will evaluate requests for new membership using the following factors:

- Impact on Radio Frequency coverage;
- Impact on the Radio System Grade of Service (GOS);
- Interoperability requirements (e.g., extent of wide area roaming for both the existing and new members);
- Need for additional infrastructure;
- Regulatory constraints;
- Applicant's infrastructure;
- Applicant's user needs assessment;
- Transport Network availability;

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- Cost impacts;
- Impact on current operations;
- Roaming impact on existing Members;
- Benefits to the Cooperative to admit the applicant; and
- Additional factors as determined by the Cooperative.

3.2. Cooperative Organization

The Cooperative organization shall have a Board of Directors, Executive Committee, and an Executive Director.

3.2.1. Board of Directors

The Board of Directors shall set Cooperative policy, establish funding, approve membership, and exercise any other authorized powers and duties. The Board of Directors shall act only by formal recorded action.

3.2.1.1. Members

The Board of Directors shall consist of the Representatives of the Members of the Cooperative.

3.2.1.1.1. Representatives

Each Member is entitled to appoint one person to serve as that Member's Board of Directors Representative and one person to serve as an Alternate Representative. If the Board of Directors Representative is not present at a meeting, then the Alternate Representative of the Member shall act temporarily in place of the Board of Directors Representative and may exercise all powers of the Board of Directors Representative.

The Member shall notify the Executive Director in writing of the person who will serve as that Member's Board of Directors Representative and Alternate Representative. The appointment is effective when the Executive Director receives the written notice.

The Board of Directors Representative or Alternate Representative shall be vested with the authority to lawfully act on the Member's behalf with respect to the Cooperative. Each Member shall be bound by the acts of its Board of Directors Representative and/or Alternate Representative, and the Cooperative may rely on the act of a Board of Directors Representative and/or Alternate Representative the same as if such act were done by the Member.

3.2.1.1.2. Removal or Replacement of Representative

A Member may remove or replace its Board of Directors Representative and Alternate Representative at any time by giving written notice to the Executive Director. The removal or replacement of a Board of Directors Representative or Alternate Representative is effective when the Executive Director receives the notice.

3.2.1.2. Meetings

The Board of Directors shall hold regular meetings monthly, except to the extent that, and for such periods of time as, the Board of Directors shall determine that regular meetings should be held more or less frequently.

3.2.1.2.1. Chair and Vice-Chair

The Board of Directors shall elect one of its Members as the Chair. The Chair shall be the presiding officer of the Board of Directors and shall have a voice and vote in all Board of Directors proceedings. The Chair shall serve a two-year term. No Member shall serve two consecutive terms as Chair. The Board of Directors shall elect one of its Members as Vice-Chair, who shall execute the duties of the Chair during the absence or disability of the Chair. During the absence or disability of the Chair and Vice-Chair, the Board of Directors shall elect a presiding officer for the meeting.

3.2.1.2.2. Special Meetings

Two or more Members with approval of the Chair may call a special meeting of the Board of Directors upon a minimum of three (3) working days' notice to the other Members. In the event of an emergency, a meeting may be scheduled and noticed with less than three (3) working days' notice, provided that a Quorum is present and appropriate notice is given.

3.2.1.2.3. Notice and Agenda

The Executive Director shall prepare the notice, agenda, and minutes of Board of Directors meetings. A Member may add an item to be considered by the Board of Directors to the agenda by timely notifying the Chair and the Executive Director. The Executive Director shall provide the notice and agenda of a Board of Directors meeting to each Member with at least as much notice as is given to the public.

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3.2.1.2.4. Quorum

A quorum is required to conduct business. To constitute a quorum, a majority of all Members must be present.

3.2.1.2.5. Attendance

Upon approval by the Chair, a Member may attend and participate in a meeting by teleconference or videoconference, and such attendance and participation shall have the same effect as if the Member were present in person.

3.2.1.2.6. Rules

The Board of Directors shall establish rules for its proceedings. An item not specifically covered by the rules established by the Board of Directors or by law shall be decided by the presiding officer using the latest standard edition of Robert's Rules of Order.

3.2.1.3. Voting Methodology

It is contemplated that all Members will strive to promote cooperation and the welfare of the Cooperative. Each Member attending a meeting of the Board of Directors is required to vote on all legal matters to be decided by the Board of Directors at that meeting. A voluntary abstention, or a vote excused by applicable federal or state conflict of interest laws shall not be counted as a vote. Only Members in Good Standing are allowed to vote. Proxy votes are not permitted.

The voting rights of a Member shall be suspended for non-payment of the Member's financial obligations to the Cooperative, in accordance with the IGA, Section 8, Failure to Pay Financial Obligation. If a Member's voting rights are suspended, this shall not affect the number of Weighted Votes of the other Members or the number of Weighted Votes required to decide a matter. The Weighted Votes of the Member whose voting rights have been suspended shall not be counted.

3.2.1.3.1. Numerical Voting

All matters shall be decided by a Numerical Vote, provided that any Member may call for a Weighted Vote at any time before or after the Numerical Vote if the call for the Weighted Vote is made before adjournment of the meeting at which the Numerical Vote is taken. A Numerical Vote shall pass by the affirmative vote of a majority of the Members of the Board of Directors present and voting. In case of a tie in votes on any motion, the motion shall be considered lost. If a Weighted Vote is taken, the Numerical Vote shall have no effect unless it is in accord with the Weighted Vote.

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3.2.1.3.2. Weighted Voting

Each Member of the Board of Directors shall have the number of Weighted Votes that are calculated in accordance with the following formula: $\text{Weighted Votes} = 100 \times (\text{Total of Member's Subscriber Units} / \text{Total Subscriber Units activated for use on the Radio System})$. The number of Weighted Votes of each Member shall be recalculated at the beginning of each quarter or whenever a new Member joins the Cooperative.

A Weighted Vote shall pass by both the majority of the numerical vote and the affirmative vote of Members representing eighty percent (80%) of the Weighted Votes of the Members voting. If the Weighted Vote does not pass, the original Numerical Vote has no effect. A Weighted Vote shall be taken on a roll call basis.

In the event a Weighted Vote does not pass and the Board of Directors is unable to decide the matter despite further discussion and another vote or votes, any Member may call for mediation to attempt to resolve the matter, and the Board of Directors shall upon that request, submit any matter that cannot pass a Weighted Vote under Section 3.2.1.3.2 to mandatory mediation before a single mediator, as defined in Section 21.4 of the IGA.

3.2.2. Executive Committee

The Executive Committee shall review and approve all proposals and recommendations, budget and financial reports, Network performance reports, and Board of Directors meeting agendas prior to submittal to the Board of Directors. The Executive Committee shall have the authority to return proposals and recommendations back to the originator for review and revision. The Executive Committee shall identify for the Board of Directors performance issues and recommendations for Network enhancements and construction.

At least one Representative from the Executive Committee shall attend each Board of Directors meeting.

3.2.2.1. Representation

The Executive Committee shall consist of seven Executive Committee Representatives appointed by the Board of Directors from persons nominated by Member entities. The Committee shall consist of: one (1) Pima County executive manager, one (1) City of Tucson executive manager, one (1) Law Enforcement executive manager; one (1) Fire Services executive manager; one (1) at large user or tribal executive manager; one (1) member Chief Information Officer (or equivalent); and one (1) executive manager from a Maintenance Provider or Network Managing Member. The initial appointment of the executive manager from a Maintenance Provider will be a City of Tucson representative. The composition of the Executive Committee shall not result in

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a single Member having majority representation on the Committee. Every two years the Board of Directors shall review the Executive Committee representation.

3.2.2.1.1. Chair

The Executive Committee shall elect one of its Representatives as Chair. The Chair shall be the presiding officer of the Executive Committee and shall serve a two-year term. The Chair shall not serve two consecutive terms.

The Executive Committee shall elect one of its Representatives as Vice-Chair. The Vice-Chair shall execute the duties of the Chair during the absence or disability of the Chair.

During the absence or disability of the Chair and Vice Chair, the Executive Committee shall elect a presiding officer for the meeting.

3.2.2.2. Meetings

The Executive Committee will conduct regularly scheduled meetings. These meetings shall be held at least once monthly prior to the Board of Directors' meeting. Two (2) or more Representatives, with the approval of the Chair, may call a special meeting of the Executive Committee upon a minimum of three (3) working days' notice to the other Representatives. In the event of an emergency, a meeting may be scheduled and noticed with less than three (3) working days' notice, provided that a Quorum is present and appropriate notice is given.

3.2.2.2.1. Quorum

To constitute a quorum there shall be at least four (4) Executive Committee Representatives present.

3.2.2.2.2. Attendance

Subject to approval by the Executive Committee Chair, a Representative may attend and participate in a meeting by teleconference or videoconference, and such attendance and participation shall have the same effect as if the Representative were present in person.

3.2.2.3. Voting Methodology

A quorum shall be present to conduct business. A majority vote of the members present is required to approve any action taken by the Executive Committee.

3.2.3. Executive Director

The Board of Directors shall approve the process for selection and appointment of an Executive Director to perform Cooperative administrative duties. The selection and appointment process will comply with the internal Personnel Policies of the Administrative Managing Member. The Board of Directors will make final recommendations for appointment of the Executive Director to the Administrative Managing Member. The Executive Director will be an unclassified, at-will employee of the Administrative Managing Member. The Board of Directors will conduct annual performance reviews of the Executive Director and make retention recommendations to the Administrative Managing Member. The Executive Director will report to the Executive Committee and serve as an ex officio, non-voting member of the Cooperative Board of Directors, and Executive Committee. The Executive Director shall:

- Maintain contact information for all Board of Directors, Executive Committee, and working group representatives;
- Attend all meetings and coordinate efforts of the Board of Directors, Executive Committee, and Operations Working Group;
- Prepare and maintain meeting notices, agendas and minutes for the Board of Directors and Executive Committee and Operations Working Group;
- Manage the overall administrative functions of the Cooperative;
- Assemble working groups, in addition to the Technical and Operations Working Groups, as necessary to address issues;
- Prepare and submit to the Executive Committee and the Board of Directors revenue and expenditure budgets and financial reports that follow standard accounting practices;
- Update fee schedules and provide billing and cost recovery services using standard accounting practices;
- Maintain an inventory of all Network infrastructure and real property used on behalf of the Cooperative;
- Provide monthly Network performance reports;
- Maintain contact information for all Members and member agencies;
- Serve as the custodian of records for the day-to-day operation of the Cooperative and maintain this Agreement and all other records of the Cooperative in accordance with the records retention and disposition schedule of the Administrative Managing Member;
- Annually update the PCWIN Business Plan, including a five-year financial forecast for approval by the Executive Committee and the Board of Directors;

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- Maintain operating procedures and policies; and
- Perform other duties as directed by the Board of Directors and the Executive Committee.

3.2.4. Operations Working Group

The Operations Working Group (“OWG”) shall be responsible for addressing non-technical Radio System operational issues and maintaining Board of Directors approved comprehensive policies and procedures for the non-technical operation of the Radio System. The Operations Working Group shall review the Cooperative policies and procedures on an as needed basis, but not less than bi-annually, and shall submit necessary revisions to the Executive Director for Board of Directors approval.

3.2.4.1. OWG Representation

Each Member may have up to four (4) OWG representatives (“Agency Representatives”), with one (1) Agency OWG Representative each from a Law Enforcement Agency, Fire Services Agency, Municipal Agency and Dispatch Center. However, each Member may only have an OWG Representative from each agency for which the Member has actual users on the Radio System. Each Associate, Emergency Medical Services, and Public Safety Service Participant may have one (1) OWG representative. OWG Representatives will act as liaisons to their respective agencies and are responsible for promptly notifying the OWG of issues potentially affecting Radio System operations.

3.2.5. Technical Working Group

The Technical Working Group (“TWG”) shall be responsible for addressing all technical, architectural and engineering issues and maintaining Board of Directors approved comprehensive policies and procedures for the technical operation and maintenance of the Network. The TWG shall review the Board of Directors approved policies and procedures on an as needed basis, but not less than bi-annually, and shall submit proposed revisions to the Executive Director for Board of Directors approval.

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3.2.5.1. TWG Representation

Each Maintenance Provider may have up to three (3) representatives from their respective technical support teams. The TWG is led by one (1) representative from the Network Managing Member.

The TWG will assign one (1) representative from a Network Managing Member and one (1) representative from a Maintenance Provider represented within the TWG to provide technical expertise to assist the OWG in making decisions regarding potential actions effecting the Network.

4. FINANCIAL MANAGEMENT

The Administrative Managing Member shall be responsible for all financial management responsibilities including, but not limited to, fund management, budget development, calculating rates and fees, Member billing, procurement, financial reporting, and financial audits.

The Administrative Managing Member will establish one or more special revenue funds, including but not limited to, operating accounts, capital projects accounts and/or debt service accounts for the financial transactions of the Cooperative which are separate and distinct from any other funds of the Administrative Managing Member. It is the intent that the Cooperative holds the funds on a combined basis and each individual Member does not have a separate account. However, if Special Assessments or other fees are assessed on a basis that is not equal among all members separate ownership funds and accounts shall be established. The funds deposited into any Cooperative related funds or accounts are restricted funds and may be used only for the purposes set forth in this Agreement or in the IGA. Interest or interest expense will be applied monthly to each account or sub-account established under this Agreement. The interest or interest expense will be based on the average daily balance during the month. The interest rate applied will be the rate earned in the Administrative Managing Member's pooled cash account. Interest earned will be deposited into the account or sub-account on which it was earned for uses authorized by this Agreement.

The Executive Director shall provide the Board of Directors copies of the Administrative Managing Members policies and procedures related to the review and approval of expenditures charged to the Cooperative.

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4.1. Budget and Financial Reporting

The Executive Director, in cooperation with the Operations Working Group and Technical Working Group, shall prepare a Preliminary Budget for the subsequent fiscal year, a Five-Year Financial Forecast, Fund Balance Reports and the presentation of material financial issues and assumptions to present to the Executive Committee, by November of each year.

After approval by the Executive Committee, the Board of Directors shall adopt each subsequent fiscal year's final operational and capital budget by December 31st of the prior fiscal year. The budget approved by the Board of Directors shall be the basis for developing the Annual Membership Fees. A copy of the adopted budget shall be provided to all Members and paying Participants by January 31st of the prior fiscal year.

After the end of each fiscal year, the Executive Director shall submit to the Executive Committee and Board of Directors a summary of financial activity, including a comparison of budgeted and actual revenues and expenditures.

4.1.1. Preliminary Budget

The Preliminary Budget shall include all funding sources and all expenditures including but not limited to operational and maintenance costs, direct and indirect costs, planned capital costs for the subsequent fiscal year and transfers.

4.1.2. Five-Year Financial Forecast

The Five-Year Financial Forecast shall include all revenues and expenditures of the Cooperative including projected revenues, operational and maintenance expenses, and capital costs. The presentation of the forecast shall include the current year estimates, five projected years including the Preliminary Budget year plus four additional years. The Five-Year Financial forecast will include fund balance for all years presented and portions of fund balance with restricted uses will be identified. All significant issues and financial assumptions influencing the preparation of these reports shall be detailed and included as a part of the presentation. The Five-Year Financial Forecast will be used to prepare future years' annual budgets.

4.1.3 Fund Balance Report

A Fund Balance Report shall be prepared for the Cooperative Operating Fund, the Infrastructure Replacement and Expansion Fund, and any other funds established related to the activities of the Cooperative. A Fund Balance Report shall provide a projection of annual fund balances through the period covered by the Five-Year Financial Forecast. The report shall identify any balances that are restricted and include recommendations regarding the adequacy of the fund balance reserve.

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4.1.4 Financial Reporting

On a quarterly basis, the Administrative Managing Member shall provide a report to each Member which includes quarterly and fiscal year to date actual revenue and expenditures compared to the budgeted revenues and expenditures and a report that provides a listing of outstanding accounts receivables (billings) from all Members.

On an annual basis the Administrative Managing Member will provide a balance sheet, statement of revenues, expenditures and changes in fund balance for each accounting fund related to the Cooperative.

4.2. Funding

The Members, Emergency Medical Services Participants, and Public Safety Services Participants shall fund the Cooperative through Annual Membership Fees, Special Assessments, interest earnings, grants, and any other available funding source as determined by the Board of Directors.

4.2.1. Annual Membership Fee

Each Member agrees to pay an Annual Membership Fee which in aggregate of all Members and combined with other available revenues will the budget as adopted including the cost of Cooperative Administrative Services and Network Operations and Maintenance Services. In addition, the Fee will be assessed to maintain a Minimum Fund Balance. The Annual Membership Fee may include an assessment for Infrastructure Repair and Replacement if determined by the Board of Directors during the budget and rate setting process. Funds in excess of the Minimum Fund Balance requirement at the end of the fiscal year will be used to reduce the following year's Annual Membership Fee requirement unless the Board takes action to allocate excess funds to Infrastructure Repair or Replacement projects. Emergency Medical Services Participants and Public Safety Services participants are assessed the Annual Membership Fee.

Specific direct and indirect costs that will be included in the operating rate will be developed and presented to the Board of Directors for approval for determination of the Annual Membership Fees.

Repair and maintenance of Subscriber units is not included in the Annual Membership Fee. After the asset transfer of Subscriber Units purchased as part of the PCWIN project funding, the cost of replacement purchasing, maintaining and programming Subscriber Units shall be borne solely by the Member owning the Subscriber Units.

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4.2.1.1. Rate Approval

The Annual Membership Fee rate shall be adopted by the Board of Directors not later than one hundred twenty (120) days prior to the beginning of the fiscal year in which the proposed rates are to be in effect.

4.2.1.2. Billing and Payment Basis

The Annual Membership Fee shall be assessed, billed and paid on a quarterly basis in advance. A Quarter is defined as the three month period beginning the first day of July, October, January and April. The Administrative Managing Member shall submit invoices forty-five (45) days prior to the first day of the Quarter to each member for the quarterly subscriber fees due. Payments are due on the first day of the Quarter or 45 days from the invoice date if the invoice date is less than 45 days from the beginning of the Quarter. Any other fees billed will be due 45 days from the invoice date. The Administrative Managing Member will transfer funds to pay for its quarterly share of the Annual Membership Fee at the first day of each Quarter, all other fees, including late payment fees and special assessments shall be transferred by the Administrative Managing member consistent with the payment schedule of other members.

Annual Membership Fee rate is established for the fiscal year and will only change as described in 4.2.1.3. Each Member shall pay the Annual Membership Fee rate for each Subscriber Unit in use on the Network at the time the fee is assessed. Changes to the number of Subscriber units using the Network will be not be adjusted for billing purposes mid-quarter.

A late payment charge will be assessed at the rate of one percent (1%) per month for all payments received late. If the Administrative Managing Member does not transfer its share of the cost to the Cooperative Operating Fund as provided herein, the Administrative Managing Member shall pay interest at the rate of one percent (1%) per month. Interest collected will be deposited into the Cooperative Operating Fund and be used to offset operating and maintenance costs.

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 terms and conditions outlined in the IGA, Section 20, Default and Cure, and Section 21, Alternative Dispute Resolution. Payments not made under protest shall be deemed to be correct. If a protest is not filed within forty-five days of the invoice date, the Member waives its right to file a protest.

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If a Member withdraws from the Cooperative, that Member shall be responsible for all unpaid fees applicable for time of the Member's Membership.

4.2.1.3. Interim Adjustments

If at any time during the current fiscal year, the Executive Director reasonably believes the budget used to determine the Annual Membership Fees is grossly inaccurate and the fund will be materially underfunded and the fund does not have adequate fund balance and/or liquidity to address any underfunding until the Annual Membership Fee rate can be adopted by the Board of Directors for the following fiscal year the Executive Director may present to the Executive Committee and Board of Directors a new budget. The Annual Membership Fee can be reduced during the fiscal year in material over-funding situations. Upon approval by the Board of Directors, the new budget shall be used to recalculate the Annual Membership Fee rate and new rates will be used to calculate the remaining Member fees due in that fiscal year.

If infrastructure replacement and enhancement projects are delayed, the Administrative Managing Member may propose interim changes to reduce the quarterly Annual Membership Fee rate. If infrastructure replacement and enhancement projects are advanced and the fund does not have adequate liquidity to prudently fund the advanced expenditure until the following fiscal year when rates can be revised to adjust for the advanced expenditure, a Special Assessment may be proposed by the Administrative Managing Member. Actions to change the Annual Membership Fee rate or implement a Special Assessment require approval by the Board of Directors.

4.2.1.4. Cooperative Operating Fund

The portion of the Annual Membership Fee assessed and collected to cover the cost of Cooperative administration services, Network operations and maintenance, and to maintain the minimum Cooperative Operating Fund balance, shall be deposited in the Cooperative Operating Fund.

4.2.1.4.1. Minimum Fund Balance Cooperative Operating Fund

Members agree to establish and maintain a minimum operating fund balance reserve equal to twelve and one half percent (12.5%) of yearly budgeted estimated total operation and maintenance costs excluding Infrastructure Repair and Replacement Charges and Special Assessments. It is anticipated that the Minimum Balance will be funded during the first year of operations through excess funds collected during the Initial Year Assessment. Any additional funds needed after the initial fiscal year to meet the Minimum Fund Balance will be assessed over the subsequent two fiscal years through the Annual Membership Fee rate. The Board of Directors shall approve any increase or decrease to the fund balance reserve.

4.2.1.5. Infrastructure Replacement and Enhancement Fund

The portion of the Annual Membership Fee assessed and collected to cover Board approved infrastructure replacements and enhancements and to maintain the minimum Infrastructure Replacement and Enhancement Fund balance shall be deposited into the Infrastructure Replacement and Enhancement Fund.

The Members agree to establish the Infrastructure Replacement and Enhancement Fund reserve to replace specific infrastructure identified in the Business Plan. Each year, the Board of Directors shall establish an assessment to be included in the Annual Membership Fee rate that is intended to provide adequate funding over time to replace infrastructure in a time manner and minimize the volatility in the Annual Membership Fee rate. An additional assessment may be included for system enhancements as determined by the Board of Directors. No Minimum Balance is established for the Infrastructure Replacement and Enhancement Fund, the Minimum Balance will be maintained as necessary to replace infrastructure and fund system enhancements as determined by the infrastructure replacement plan and the Board of Directors. Each Member's obligation shall be proportionate to its Subscriber Units in use on the Radio System at the time the fee is assessed. The Board of Directors shall approve any increase or decrease to the fund balance reserve.

4.2.1.5.1. Approved Uses

The Infrastructure Replacement and Enhancement Fund shall be used only for infrastructure replacements as defined in the Business Plan and enhancements approved by the Board of Directors except in the event of a major failure, disaster or force majeure event that necessitates immediate action to restore the Radio System to operating condition. In such cases, the Executive Director is authorized to withdraw funds. Funds withdrawn under these circumstances shall be reported to the Members at the next Board of Directors meeting for after the fact approval and special assessment, if necessary.

Members agree that expenditures against the Infrastructure Replacement and Enhancement Fund shall not be authorized if they will cause the fund to be in a deficit position at any point in time. If the Infrastructure Replacement and Enhancement Fund is negative at the end of any month, the Administrative Managing Member will bill each Member for an amount sufficient to cover the shortage. These bills will be sent to each Member and payments for these billings must be received by the Administrative Managing Member within forty-five (45) days.

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4.2.2. Special Assessments

The Board of Directors may assess other fees on an as-needed basis to pay the costs of unplanned projects such as disaster recovery, the use of the Radio System by an Interoperability or Conditional Participant, or to pay the costs of special projects or system changes and/or expansions not previously included in the budget. Such changes may not benefit all Members in a reasonably proportionate manner. Fees may be assessed proportionately or individually, as approved by the Board of Directors, and need not be equal among Members. Any fees not assessed on an equal basis to all Members will be segregated in separate accounts for the individual member, each account will earn interest and will be the property of the individual Member not the Cooperative for use by the Cooperative for purposes for which the Special Assessment was assessed. Fees collected as a special assessment shall be deposited into a special revenue fund.

4.2.2.1. Cooperative Special Assessment Fund

The Cooperative Special Assessment Fund shall only be used to pay the costs of the projects for which a Special Assessment has been imposed. Subsidiary records for each project will be maintained.

4.2.2.1.1. Activity Statements

If separate Member accounts are established, on a quarterly basis, each Member will receive an Activity Statement for its Special Assessment Fund Project(s) Subsidiary Account(s). The statements will indicate dates and amounts of all payments made into the accounts, including interest payments, as well as expenditures charged to the accounts.

4.2.2.1.2. Settlements

After the project funded with the Cooperative Special Assessment Fund is completed and all related debts have been paid, the Administrative Managing Member shall prepare a reconciliation of the project's subsidiary account by comparing fees assessed and paid to actual expenditures paid. If the reconciliation shows actual expenditures exceeded fees assessed and paid, the Administrative Managing Member will bill the applicable Member(s) for an amount sufficient to cover the shortage. If the reconciliation shows expenditures are less than the fees assessed and paid, the unused fees shall be either refunded or applied as a credit to the applicable Member(s) account(s). When more than one Member is funding a project, billings and refunds will be sent to each Member in accordance with the Board of Directors approved funding plan for the project.

4.2.2.2. Applicant Impact Assessment

Each entity, agency or organization considered for membership or participation shall pay a Special Assessment to cover the cost of developing an Impact Assessment that will address the effect of the request on the existing infrastructure and Members. The Special Assessment shall be paid prior to commencement of the Impact Assessment study.

4.2.2.3. New Member

Each new Member, Emergency Medical Services Participant, and Public Safety Services Participant to the Cooperative shall pay a Special Assessment equal to the full cost associated with providing services to the new Member. The amount to be paid will include the cost to provide service to the new Member's Subscriber Units, any investment in Network infrastructure necessary to increase Radio System capacity or radio services coverage, proportionate share of any required reserve balances, and other costs deemed necessary to ensure existing Members receive the same services and benefits they received before the new Member joined the Cooperative. The Special Assessment shall be paid in accordance with the terms and conditions established by the Board of Directors as part of the membership agreement.

4.2.2.4. Existing Member Capacity and Coverage Upgrade

A request from an existing Member, Emergency Medical Services Participant, and Public Safety Services Participant expected to impact the Radio System coverage, capacity and/or performance of other Members will require the requestor to pay a Special Assessment to cover the cost of an Impact Assessment to determine the impact of the request on the existing infrastructure and Members. Requests requiring a Special Assessment shall include, but are not limited to, requests to increase the number of Subscriber Units, Talkgroups, roaming profiles, or coverage individually or cumulatively, by more than ten percent (10%). The Impact Assessment study shall determine the cost and benefits of the request and assess the impact on the existing infrastructure including, but not limited to, controllers, base stations, facility capacity, traffic capacity, roaming capacity, microwave/fiber capacity, and overall coverage. The Operations Working Group shall consider such requests upon payment of the Special Assessment and forward their recommendation to the Executive Committee for review and Board of Directors for approval.

4.2.3. Grants

Acceptance and use of grant funds is at the discretion and approval of the Board of Directors, and the approval of the governing body of the Member which will contract with the granting authority. Grant funds acquired on behalf of the Cooperative will be used to reduce costs for the project for which the grant was applied. The application for, or the award of a grant, shall not

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relieve a Member of its obligation to pay, within forty-five (45) days of the invoice date, costs billed in accordance with this Agreement. Grant funds used for a project related to a Special Assessment will be credited to each Member in proportion to the amount of funding each Member contributed towards the grant project, as grant funds are received.

4.3. Books and Records; Annual Financial Audit

The Administrative Managing Member shall keep and maintain proper and complete books, records and accounts of the financial activities of the Cooperative. The books, records and accounts of the Administrative Managing Member shall be available for inspection and audit by duly authorized representatives of any Member at all reasonable times.

An annual independent audit or review of Cooperative financial schedules and records will be conducted annually. All funds and accounts related to the Cooperative or Individual Members, will be included in the audit or review. The independent accounting firm will provided assurance that the balance sheet, statement of revenues, expenditures and changes in fund balance are fairly presented given an appropriate materiality level as determined by the independent audit firm. An analysis and report which provides assurance that the direct and indirect costs included in the Annual Membership Fee rate and the direct and indirect costs charged to any Cooperative accounts are proper, reasonable and fairly calculated. The report by the independent accountants will be made available to all Members.

4.4. Member Assets

Each Member shall retain any and all right, title and interest in real estate, real property and fixtures thereto, including without limitation real estate, buildings, structures, towers, and generators that the Member owns, leases or licenses and that the Member authorizes or allows the Cooperative to utilize as part of the Network.

Each Member is responsible for and shall bear the cost of maintaining its real estate and real property, including fixtures thereto, which are utilized by the Network, to the extent necessary to maintain the operational integrity and capacity necessary to operate the Network. Each Member agrees that it will make all arrangements necessary to allow the Managing Members reasonable access to that Member's Facilities and Equipment that are utilized by the Network for the purposes of inspecting, operating, and maintaining the Network. Prior to exercising the right of inspection provided by this paragraph, the Managing Member shall give the Member whose property is to be inspected reasonable notice under the circumstances then existing.

It is the responsibility of each Member to ensure the viability of the Network by keeping the Network functioning as a whole. Each Member agrees that as part of its obligations and commitments in support of the Cooperative that it will not dispose of or remove from the

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Network property or assets that it has allowed the Cooperative to use in the Network, if such removal would compromise the system as a whole unless it provides alternative equipment, services or facilities to ensure there is no adverse impact on the Network. A Member seeking to remove property or assets shall provide twenty four (24) months' notice to the Cooperative, and shall bear the expense of maintaining network integrity.

5. INSURANCE

5.1. Real Property

Each member is responsible to insure real property, including fixtures thereto, titled in its own name.

Each member who has leased real property, including fixtures thereto, to be used in the cooperative is responsible to insure that property according to the terms of the lease.

5.2. Member-owned Property

Members are responsible for providing insurance, as directed by the Board of Directors, for all individually owned property brought into the network as described in Section 5.4 of this document.

Members are responsible to insure all personal property brought into the network as described in Section 5.4 of this document.

5.3. Liability Insurance

Each member shall provide individual liability insurance coverage as required by Section 5.4 of the IGA.

5.4. Insurance Programs

The Cooperative, Board of Directors, individual members and Administrative Managing Member may use any combination of insurance, excess insurance or self-insurance to satisfy the terms of this Section 5, provided that the minimum requirements set forth in Section 5.4 of the IGA are met.

6. SERVICES

The Cooperative will develop policies, procedures and guidelines that govern how Members, Participants, Associates, and Conditional and Interoperability Participants obtain services, whether routine or emergency, establish Talkgroups, set priorities, determine roaming/site

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access, use encryption, and operate on the Radio System. When using the Radio System each Member shall abide by all policies, procedures and guidelines established by the Cooperative and the terms and conditions of all applicable Agreements.

6.1. Programming and Reprogramming

The Board of Directors authorized Network Managing Members and Maintenance Providers, shall program or reprogram all Subscriber Units with a valid Radio System key and encryption keys. All Subscriber Units shall only be programmed or reprogrammed with valid programming templates that have been approved by the Cooperative. The cost of programming or re-programming Subscriber Units is the sole responsibility of each Member and is not included in the Annual Membership Fee.

6.2. Encryption

Maintenance Providers shall provide key management services including generation, distribution, storage, destruction and maintenance of key materials. Individual Members may be required to update key materials in Subscriber Units as directed by the Cooperative. The Cooperative may designate other agencies, such as Federal agencies, to provide key management services in special circumstances.

6.3. Radio System Management

The Board of Directors authorized Network Managing Member shall program, maintain, and manage the Radio System databases in a manner that minimizes the degradation of operational performance and the loss or corruption of data. Cooperative established policies and procedures applicable to Radio System management shall be followed by all in performing these duties.

6.4. Transport Network Management

Individual Maintenance Providers shall program, maintain, and manage the segments of the Transport Network that they provide.

The Network Managing Member will coordinate Transport Network service level commitments, software upgrades, repair and troubleshooting, and problem resolution with the Maintenance Providers.

6.5. Interoperability

The Cooperative shall establish procedures and practices to support interoperability among all Radio System users. The Cooperative shall follow the National Incident Management System (NIMS) protocols for interoperable communications.

6.6. Training

Each Radio System user shall ensure that its users are properly trained prior to any use of the Radio System.

7. PERFORMANCE AND OPERATION

The Radio System is designed and implemented in accordance with design and evaluation standards for public safety systems. During the technical analysis phase for adding new Members to the Radio System, the Cooperative shall follow the Cooperative design criteria and evaluation standards to protect both current and future Members. The Cooperative shall be responsible to maintain coverage, capacity and performance in accordance with public safety needs, requirements and standards. The Cooperative intends to maintain the existing Radio System coverage and capacity requirements; however, there are no guarantees of Radio System reliability and availability for new Members when operating within the existing service territory. The Cooperative anticipates, in certain situations restrictions may have to be employed to assist with capacity control during the new Member evaluation process. The nature of the restrictions will be explored and discussed with each applicant on a case-by-case basis.

8. MAINTENANCE

8.1. Maintenance Plans Intra/Inter Agency

The Maintenance Providers and Network Managing Members shall provide Network maintenance in accordance with the policies, procedures, standards and responsibilities established by the Cooperative. The Maintenance Providers and Network Managing Members shall provide reasonable notice to Members of any scheduled or unscheduled service affecting a Member's use of the Radio System.

8.2. Ownership and Responsibility for Repair of Subscriber Units

Upon delivery of Subscriber Units by Pima County to Members, all right, title and ownership shall automatically vest in the recipient Members, provided that all requirements of this Exhibit A and the IGA pertaining to maintenance and repair are met.

Each Member or Participant is solely responsible for the maintenance and repair of its Subscriber Units. Only Maintenance Providers, approved by the Cooperative shall be used for the maintenance and repair of Subscriber Units. Authorized Maintenance Providers shall adhere to Cooperative policies and procedures when maintaining and repairing Subscriber Units. All Radio System keys, encryption keys, and configuration programming must be performed by an authorized Maintenance Provider.

8.3. Subscriber Maintenance and Repair Rates

Each Maintenance Provider will annually establish published rates/prices for performing Subscriber maintenance and repair services.