



Exhibit B – Payment Schedule

For System Purchase:

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

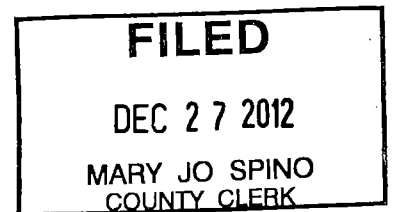
Expected Values

	Total
Fixed Network Equipment (FNE) Infrastructure Before Incentives	\$3,289,488
System Incentive that applies to Infrastructure	(\$197,613)
Infrastructure Total with All Incentives	\$3,091,875

Subscribers Before Incentive	\$1,872,716
System Incentive that applies to Subscribers	(\$125,736)
Subscriber Total with All Incentives	\$1,746,980

Total: \$4,838,855

Please see Exhibit C5 Pricing for more detailed breakdown of the pricing.



Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Jackson County
Jackson County Project 25 Communications Project
December 19, 2012

	Expected Dates	Payment Percentage	Expected Values
FNE			
Contract Execution	12/17/2012	20%	\$618,375
FNE Stage/Ship	5/7/2013	60%	\$1,855,125
*Dispatch and Channel Expansion Install and Cutover	10/1/2013	3%	\$92,756
Lone Jack and Oak Grove Install	11/11/2013	2%	\$61,838
System Acceptance	2/25/2014	10%	\$309,188
Final Acceptance	3/25/2014	5%	\$154,594
	Total		\$3,091,875

	Expected Values	Expected Dates	Payment Percentage
Subscribers with DVRS			
When Shipped	\$1,746,980	2/1/2013	100%

Total: \$4,838,855

*Warranty for Dispatch and Channel Expansion begins upon Cutover and Beneficial Use. Lone Jack and Oak Grove Warranty start is separate.

Milestone dates are based upon the mutually agreed schedule in Exhibit C4. Motorola may make partial shipments of equipment based on the mutually agreed schedule, and request payment upon shipment of such equipment. Subscriber payment milestones are directly associated with the shipment of the product as mutually agreed to in the schedule.

For Annual Maintenance Support Plan (based on initial System design)

Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution in accordance with the following schedule. Infrastructure maintenance payment schedule is below. Maintenance is paid annually in advance of services. The pricing below reflects annual values, and the start of warranty and maintenance will depend on the actual implementation dates. Monthly payments to align with the MARRS maintenance Agreement anniversary of November may be necessary.



payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$5,367,445. A Pricing Summary is included with the Payment Schedule in Exhibit B. The System price is \$4,853,094 and the 8 year Annual Maintenance Plan price is \$514,352 based on initial System design and schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A change in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: **Contact: Amiee Wenson**
_____ **415 E. 12th Street Suite 200** _____
_____ **Kansas City, MO 64106** _____
_____ **816-881-3333** _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate:

image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.

Attn: _____

fax: _____

Customer Contact: Amiee Wenson

Attn: _____ 415 E. 12th Street Suite 200

_____ Kansas City, MO 64106

_____ 816-881-3333

fax: 816-881-3133

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

Exhibit E

System Acceptance Certificate

Customer Name: Jackson County, Missouri

Project Name: Upgrade to Public Radio Safety System

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

- 1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
- 2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: Q. Troy Thomas

Print Name: _____

Title: Director of Finance and Purchasing

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: Q. Troy Thomas

Print Name: _____

Title: Director of Finance and Purchasing

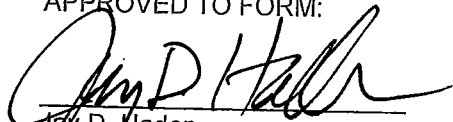
Title: _____

Date: _____

Date: _____

APPROVED TO FORM:

ATTEST:

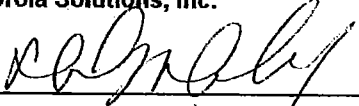


Jay D. Haden
Chief Deputy County Counselor

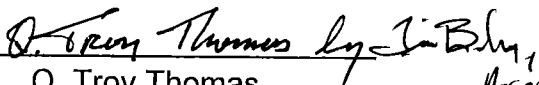
Mary Jo Spino
Clerk of the Legislature

The Parties hereby enter into this Agreement as of the Effective Date.

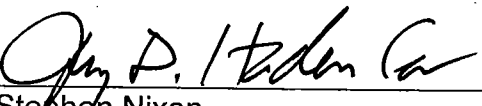
Motorola Solutions, Inc.

By: 
Name: Dan Delaney
Title: MSSSE Vice President
Date: 12/20/2012

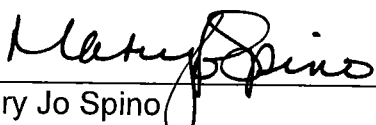
Customer

By: 
Name: Q. Troy Thomas Asst 12/27/12
Title: Director of Purchasing & Finance
Date: 12/27/12

APPROVED AS TO FORM:

By: 
W. Stephen Nixon
County Counselor

ATTEST BY:


Mary Jo Spino
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$4,838,855.00 which is hereby authorized.

12/27/12
Date

E. Tracy Thomas by Jim Bellamy, Asst
Director of Finance and Purchasing
Account Nos. 003-5103-58160 – \$235,009.00
004-5104-58160-\$3,386,846.00
031-5031-58160-\$1,217,000.00

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