

AGENDA OF THE REGULAR SESSION
Cass County Emergency Services Board
801 S. Commercial Street, Harrisonville Missouri 64701
March 23, 2016
8:00 A.M.

- I. Call to Order
- II. Roll Call (Quorum)
- III. Pledge of Allegiance
- IV. Public Participation
- V. Old Business
 - A. Consent Agenda
 1. Approval of Account Statements
 2. Approval of Payables
 - B. Approval of the February 24, 2016 Meeting Minutes
 - C. Reports
 1. Chair
 2. Treasurer
 - a. Savings Account Established
 - b. Investments
 3. Board Members
 4. Committees
 5. Advisory Committee
 6. Executive Director
 - a. Radio Programming and Firmware Update
 - b. Everbridge Emergency Notification System Update
 - c. DSS Logging Recorder Installations
 - d. Board Position Elections at the April 27, 2016 Meeting
- VI. New Business
 - A. Resolution 16-002 Motorola Desksets/Consolettes Radios at PSAPs
 - B. Resolution 16-003 Genesis Reporting System
- VII. Adjourn to Executive Session - The Cass County Emergency Services Board may enter into a closed session pursuant to Sections 610.021.1 (legal), 610.021.2 (real estate), 610.021.3 (personnel), 610.021.12 (bid proposals and contract negotiation), and 610.021.14 (records which are protected from disclosure by law), RSMo.
- VIII. Next Meeting – April 27, 2016 8:00 a.m. 801 S. Commercial Street, Harrisonville
Adjourn from Regular Session

Posted on this 21st day of March by 5:00 p.m.

The Cass County Emergency Services Board meeting is an open meeting but is not a meeting of the public. There is a place on the agenda for comments of citizens under PUBLIC PARTICIPATION. Our rule is that comments by any individual or group shall not exceed (5) minutes.

RETURN SERVICE REQUESTED

CASS COUNTY EMERGENCY SERVICES BOARD
KIMBERLY ROBIN TIEMAN
801 S COMMERCIAL ST
HARRISONVILLE MO 64701-1603

Managing Your Accounts

-  Support Number (816) 322-2100
-  Telephone Banking (866) 322-7030
-  Online Access www.cbronline.net
-  Mailing P O Box 200
Raymore, MO 64083

Summary of Accounts

Account Type	Account Number	Ending Balance
BUSINESS INT. CKING	XXXXXX	\$6,263,937.87
Total Current Value		\$6,263,937.87

BUSINESS INT. CKING-XXXXXX

Account Summary

Date	Description	
01/30/2016	Beginning Balance	\$7,346,702.29
	Service charges	\$1.92
	Interest paid this period	\$622.51
	Total debits this period	\$1,481,095.96
	Total credits this period	\$398,331.54
02/29/2016	Ending Balance	\$6,263,937.87

Interest Summary

Description	
Interest Earned From 01/30/2016 Through 02/29/2016	
Annual Percentage Yield Earned	0.1000%
Interest Days	31
Interest Earned	\$622.51
Interest Paid This Period	\$622.51
Interest Paid Year-to-Date	\$1,206.10
Interest Withheld Year-to-Date	\$0.00
Average Available Balance	\$0.00
Average Ledger Balance	\$7,329,577.08

Account Activity

Transaction Date	Description	Debits	Credits	Balance
01/30/2016	Beginning Balance			\$7,346,702.29
02/01/2016	CHECK	-\$6,225.61		\$7,340,476.68
02/01/2016	CHECK # 1853	-\$186.78		\$7,340,289.90
02/01/2016	CHECK # 1856	-\$412.70		\$7,339,877.20
02/01/2016	CHECK # 1857	-\$1,596.46		\$7,338,280.74



BUSINESS INT. CKING-XXXXXXX (continued)

Account Activity (continued)

Transaction Date	Description	Debits	Credits	Balance
02/02/2016	CHECK # 1855	-\$506.19		\$7,337,774.55
02/03/2016	LAGERS PAYMENT	-\$938.05		\$7,336,836.50
02/08/2016	CO CAP IMP MO DOR		\$397,709.03	\$7,734,545.53
02/08/2016	CHECK # 1858	-\$2,122.42		\$7,732,423.11
02/09/2016	CHECK # 1861	-\$46.01		\$7,732,377.10
02/09/2016	CHECK # 1863	-\$418.18		\$7,731,958.92
02/09/2016	CHECK # 1862	-\$1,201.40		\$7,730,757.52
02/10/2016	IRS USATAXPYMT	-\$1,297.14		\$7,729,460.38
02/10/2016	CHECK # 1859	-\$70.00		\$7,729,390.38
02/11/2016	INTUIT PAYROLL S QUICKBOOKS	-\$1,970.18		\$7,727,420.20
02/12/2016	CHECK # 1860	-\$3,615.00		\$7,723,805.20
02/16/2016	CHECK # 1851	-\$700.00		\$7,723,105.20
02/22/2016	CHECK # 1870	-\$150.00		\$7,722,955.20
02/23/2016	CHECK # 1868	-\$82.50		\$7,722,872.70
02/23/2016	CHECK # 1864	-\$236.39		\$7,722,636.31
02/23/2016	CHECK # 1865	-\$249.00		\$7,722,387.31
02/23/2016	CHECK # 1869	-\$727.00		\$7,721,660.31
02/23/2016	CHECK # 1871	-\$3,201.87		\$7,718,458.44
02/23/2016	CHECK # 1867	-\$13,474.50		\$7,704,983.94
02/23/2016	CHECK # 1866	-\$25,124.88		\$7,679,859.06
02/24/2016	MISCELLANEOUS DEBIT	-\$1,409,837.85		\$6,270,021.21
02/25/2016	CHECK # 1874	-\$230.74		\$6,269,790.47
02/26/2016	INTUIT PAYROLL S QUICKBOOKS	-\$1,970.19		\$6,267,820.28
02/29/2016	CHECK # 1872	-\$188.00		\$6,267,632.28
02/29/2016	CHECK # 1873	-\$700.00		\$6,266,932.28
02/29/2016	CHECK # 1875	-\$3,615.00		\$6,263,317.28
02/29/2016	INTEREST		\$622.51	\$6,263,939.79
02/29/2016	SERVICE CHARGE	-\$1.92		\$6,263,937.87
02/29/2016	Ending Balance			\$6,263,937.87

Checks Cleared

Check Date	Check Number	Check Amount	Check Date	Check Number	Check Amount
02/01/2016	0	\$6,225.61	02/02/2016	1855*	\$506.19
02/16/2016	1851*	\$700.00	02/01/2016	1856	\$412.70
02/01/2016	1853*	\$186.78	02/01/2016	1857	\$1,596.46

BUSINESS INT. CKING-XXXXXXX (continued)

Checks Cleared (continued)

Check Date	Check Number	Check Amount	Check Date	Check Number	Check Amount
02/08/2016	1858	\$2,122.42	02/23/2016	1867	\$13,474.50
02/10/2016	1859	\$70.00	02/23/2016	1868	\$82.50
02/12/2016	1860	\$3,615.00	02/23/2016	1869	\$727.00
02/09/2016	1861	\$46.01	02/22/2016	1870	\$150.00
02/09/2016	1862	\$1,201.40	02/23/2016	1871	\$3,201.87
02/09/2016	1863	\$418.18	02/29/2016	1872	\$188.00
02/23/2016	1864	\$236.39	02/29/2016	1873	\$700.00
02/23/2016	1865	\$249.00	02/25/2016	1874	\$230.74
02/23/2016	1866	\$25,124.88	02/29/2016	1875	\$3,615.00

* Indicates skipped check number

Daily Balances

Date	Amount	Date	Amount	Date	Amount
02/01/2016	\$7,338,280.74	02/10/2016	\$7,729,390.38	02/23/2016	\$7,679,859.06
02/02/2016	\$7,337,774.55	02/11/2016	\$7,727,420.20	02/24/2016	\$6,270,021.21
02/03/2016	\$7,336,836.50	02/12/2016	\$7,723,805.20	02/25/2016	\$6,269,790.47
02/08/2016	\$7,732,423.11	02/16/2016	\$7,723,105.20	02/26/2016	\$6,267,820.28
02/09/2016	\$7,730,757.52	02/22/2016	\$7,722,955.20	02/29/2016	\$6,263,937.87

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees and Item Paid Fees	\$0.00	\$0.00
Total Items Return Fees	\$0.00	\$0.00

Service Charge Summary

Description	Amount
TOTAL CHARGE FOR CHECKS:	\$1.92
Total Service Charge	\$1.92



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Account Summary for **STATEMENT SAVINGS ***** **\$1,409,837.85** as of **March 10, 2016**

Account Information

Account Number:	***
Current Balance:	1,409,837.85
Available Balance:	1,409,837.85
Previous Statement Balance:	.00
Last Deposit:	02/24/2016 1,409,837.85
Current Interest Rate:	0.05%
Current Accrued Interest:	28.97
Interest Paid 2016:	.00
Interest Paid 2015:	.00

Express Transfer

Transfer From:	STATEMENT SAVINGS ***	\$1,409,837.85
Transfer To:	BUSINESS INT. CKING **	\$6,864,107.15
Transfer Amount:		
Transfer Date:		03/10/2016
		Advanced Transfer Options
		Advanced Scheduled Transfers
		<input type="button" value="Next >"/>

Transaction Activity **Recent Transactions**

[0036] No History is available.

Transfers

[0034] No scheduled transactions for this account.

[Create New Scheduled Transfer](#)

[Statement Questions](#)

002555

1-003



**CASS COUNTY
 9-1-1 BOARD DIRECTOR
 801 S COMMERCIAL STREET
 HARRISONVILLE MO 64701**

Missouri Department of Revenue

03/03/16

We have instructed the Central Bank, Jefferson City, to distribute your local sales tax monies in the amount of \$612,903.59 by electronic funds transfer (ACH) to
**COMMUNITY BANK OF RAYMORE
 CASS COUNTY EMERGENCY SERVICES/AC**
 for your credit and use on 03/07/16. If you do not receive your distribution or if you have questions concerning the amount of your distribution, please contact the Missouri Department of Revenue at (573) 751-4876.

1 - CO CAP IMP

**Local Sales Tax
 Account History**

CASS COUNTY EMERGENCY SERVICES/AC-

	2014	DSP	2015	DSP	Variance 14 to 15	2016	DSP	Variance 15 to 16
February	354,700.70	A	481,247.14	A	126,546.44	612,903.59	A	131,656.45
Year to Date	748,329.27		863,067.62		114,738.35	1,010,612.62		147,545.00

**DEPARTMENT OF REVENUE
LOCAL TAXES FINANCIAL STATEMENTS**

**Balance Sheet
January 31, 2016**

Description	Sales and Use Tax	Fuel Tax and Bonds	County/Other Miscellaneous	Cigarette Tax	Financial Institution Tax	Riverboat Gaming Tax and Fee	Total
Assets							
Cash	\$ (12,539,986)	(54,951)	(3,130)	19,149	(86,385)	77	(12,665,226)
Investments:							
Investaccount	2,995,396	33,297,241	2,045,379	140,571	2,017,144	925,593	41,421,324
Overnight Repurchase Agreements	64,364,072	1,273,312	2,130,357	114,949	2,472,507	1,325,017	71,680,214
Term Securities	225,683,404	4,464,688	7,469,790	403,051	8,669,493	4,645,983	251,336,409
Total Assets	<u>\$ 280,502,886</u>	<u>38,980,290</u>	<u>11,642,396</u>	<u>677,720</u>	<u>13,072,759</u>	<u>6,896,670</u>	<u>351,772,721</u>
Liabilities							
Funds Held in Trust	\$ 280,502,886	38,980,290	11,642,396	677,720	13,072,759	6,896,670	351,772,721
Total Liabilities	<u>\$ 280,502,886</u>	<u>38,980,290</u>	<u>11,642,396</u>	<u>677,720</u>	<u>13,072,759</u>	<u>6,896,670</u>	<u>351,772,721</u>

**Statement of Collections and Disbursements
Month of January 2016**

Collections							
Net Collections	\$ 244,527,136	38,167,083	757,076	3,401,501	519,629	33,699,451	321,071,876
Interest	40,039	3,431	6,828	41	8,092	116	58,547
Total Collections	<u>\$ 244,567,175</u>	<u>38,170,514</u>	<u>763,904</u>	<u>3,401,542</u>	<u>527,721</u>	<u>33,699,567</u>	<u>321,130,423</u>
Disbursements							
Political Subdivisions	\$ 273,073,831	21,154,627	396	453,531	67,474	7,210,072	301,959,931
General Revenue	2,648,506	0	0	4,581	224,544	0	2,877,631
Transfers to State Funds	0	0	0	3,023,218	2,048,819	27,760,926	32,832,963
Refunds to Taxpayers	139,931	0	0	0	91,969	0	231,900
Total Disbursements	<u>\$ 275,862,268</u>	<u>21,154,627</u>	<u>396</u>	<u>3,481,330</u>	<u>2,432,806</u>	<u>34,970,998</u>	<u>337,902,425</u>
Collection Over (Under) Disbursements	\$ (31,295,093)	17,015,887	763,508	(79,788)	(1,905,085)	(1,271,431)	(16,772,002)
Beginning Total Assets	311,797,979	21,964,403	10,878,888	757,508	14,977,844	8,168,101	368,544,723
Ending Total Assets	<u>\$ 280,502,886</u>	<u>38,980,290</u>	<u>11,642,396</u>	<u>677,720</u>	<u>13,072,759</u>	<u>6,896,670</u>	<u>351,772,721</u>

**Fiscal Year to Date
July 1, 2015 - June 30, 2016**

Collections							
Net Collections	\$ 1,881,788,188	168,836,990	5,736,430	26,952,926	7,967,822	251,814,706	2,343,097,062
Interest	224,954	20,559	51,794	61	66,421	298	364,087
Total Collections	<u>\$ 1,882,013,142</u>	<u>168,857,549</u>	<u>5,788,224</u>	<u>26,952,987</u>	<u>8,034,243</u>	<u>251,815,004</u>	<u>2,343,461,149</u>
Disbursements							
Political Subdivisions	\$ 1,906,924,745	158,665,226	3,636,798	3,345,997	31,447,377	45,746,824	2,149,766,967
General Revenue	18,545,097	0	0	33,705	2,353,272	0	20,932,074
Transfers to State Funds	250,389	0	0	23,674,982	2,055,789	207,335,570	233,316,730
Refunds to Taxpayers	1,244,763	0	0	1,763	3,126,140	0	4,372,666
Total Disbursements	<u>\$ 1,926,964,994</u>	<u>158,665,226</u>	<u>3,636,798</u>	<u>27,056,447</u>	<u>38,982,578</u>	<u>253,082,394</u>	<u>2,408,388,437</u>
Collection Over (Under) Disbursements	\$ (44,951,852)	10,192,323	2,151,426	(103,460)	(30,948,335)	(1,267,390)	(64,927,288)
Beginning Total Assets	325,454,738	28,787,967	9,490,970	781,180	44,021,094	8,164,060	416,700,009
Ending Total Assets	<u>\$ 280,502,886</u>	<u>38,980,290</u>	<u>11,642,396</u>	<u>677,720</u>	<u>13,072,759</u>	<u>6,896,670</u>	<u>351,772,721</u>

Note 1: Cash: -3.6004% of total assets.

Investaccount: 11.7750% of total assets.

Overnight Repurchase Agreements: 20.3769% of total assets.

Term Securities: 71.4485% of total assets.

Note 2: All funds are 100% secured by collateral and FDIC.

Note 3: Effective interest rate on Overnight Repurchase Agreements is 0.361%.

Note 4: Effective interest rate on Term Securities is 0.812%

Note 5: The negative cash balance in Sales and Use Tax, Fuel Tax and Bonds, County and Other Miscellaneous and Financial Institution Tax

Account Statement - Transaction Summary

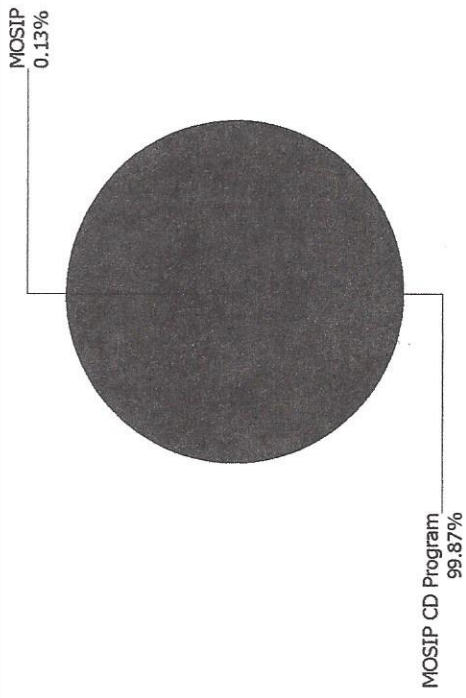
For the Month Ending February 29, 2016

Cass County Emergency Services Board - Reserve Fund -

MOSIP	
Opening Market Value	1,533.03
Purchases	0.42
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$1,533.45
Cash Dividends and Income	0.42

MOSIP CD Program	
Opening Market Value	1,200,000.00
Purchases	0.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$1,200,000.00
Cash Dividends and Income	0.00

Asset Summary		
	February 29, 2016	January 31, 2016
MOSIP	1,533.45	1,533.03
MOSIP CD Program	1,200,000.00	1,200,000.00
Total	\$1,201,533.45	\$1,201,533.03
Asset Allocation		



Investment Holdings

Cass County Emergency Services Board - Reserve Fund -

Trade Date	Settlement Date	Security Description	Maturity Date	Rate	Investment Amount	Accrued Interest	Est. Value at Maturity
MOSIP CD Program							
03/26/15	03/26/15	CD - Bank Of Virginia, VA	03/27/17	0.90	222,000.00	1,866.63	226,006.95
03/26/15	03/26/15	CD - First Commons Bank, Na, MA	03/27/17	1.00	245,000.00	2,288.90	249,913.42
03/26/15	03/26/15	CD - Israel Discount Bank Of New York, NY	03/27/17	1.00	245,000.00	2,288.90	249,913.42
03/26/15	03/26/15	CD - Sonabank, VA	03/27/17	1.10	244,000.00	2,507.52	249,382.71
03/26/15	03/26/15	CD - Bank Of The West, CA	03/27/17	1.05	244,000.00	2,393.54	249,138.04

Total **\$1,200,000.00** **\$11,345.49** **\$1,224,354.54**



For the Month Ending February 29, 2016

Account Statement

Cass County Emergency Services Board - Reserve Fund - [Redacted]

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
MOSIP					
Opening Balance					
02/29/16	03/01/16	Accrual Income Div Reinvestment - Distributions	1.00	0.42	1,533.03
Closing Balance					
1,533.45					

	Month of February	Fiscal YTD January-February	Closing Balance
Opening Balance	1,533.03	0.00	1,533.45
Purchases	0.42	1,533.45	1,533.04
Redemptions (Excl. Checks)	0.00	0.00	0.35%
Check Disbursements	0.00	0.00	
Closing Balance	1,533.45	1,533.45	
Cash Dividends and Income	0.42	0.74	

Important Disclosures

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management LLC ("PFM") is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

Proxy Voting PFM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control PFM does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg or Telerate. Where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFM believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for money market and TERM funds is contained in the appropriate fund information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Tax Reporting Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

Portfolio The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed. Shares of some money market and TERM funds are marketed through representatives of PFM's wholly owned subsidiary, PFM Fund Distributors, Inc. PFM Fund Distributors, Inc. is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Regulator Public Disclosure Hotline at 1-888-289-9999 or at the FINRA Regulation Internet website address www.nasd.com. A brochure describing the FINRA Regulation Public Disclosure Program is also available from the FINRA upon request.

Key Terms and Definitions

Dividends on money market funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Average maturity represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFM within 60 days of receipt. If you have other concerns or questions regarding your account you should contact a member of your client management team or PFM Service Operations at the address below.

PFM Asset Management LLC
Attn: Service Operations
One Keystone Plaza, Suite 300
N. Front & Market Sts
Harrisburg, PA 17101

Cass County Emergency Services Board

3/21/2016 2:08 PM

Register: Community Bank - Interest Check

From 02/23/2016 through 03/23/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/24/2016			Savings Account	Funds Transfer	1,409,837.85	X		6,268,902.47
02/25/2016	1875	KC Web	-split-	CAS049	3,615.00	X		6,265,287.47
02/26/2016		QuickBooks Payroll ...	-split-	Created by Pay...	1,970.19	X		6,263,317.28
02/29/2016			Interest	Deposit		X	622.51	6,263,939.79
02/29/2016			Bank Service Charges		1.92	X		6,263,937.87
02/29/2016	DD1023	Kimberly R Tieman	-split-	Direct Deposit		X		6,263,937.87
03/01/2016	1876	MGE	Utilities	2997489015	42.25	X		6,263,895.62
03/01/2016	1877	CenturyLink	-split-	435823664 /44...	505.95	X		6,263,389.67
03/01/2016	1878	KCP & L	Utilities	0544519677	418.50	X		6,262,971.17
03/01/2016	1879	CITY OF RAYMORE	EATS - Raymore		8,984.10	X		6,253,987.07
03/01/2016	1880	Midwest Public Risk ...	MPR Health Insurance	Invoice B01H22	1,596.46	X		6,252,390.61
03/01/2016	1881	MID-AMERICA RE...	PSAP Training Hotel	Invoice 19289	249.00	X		6,252,141.61
03/04/2016		MO LAGERS	LAGERS Retirement		938.05	X		6,251,203.56
03/07/2016			Sales Tax	Deposit		X	612,903.59	6,864,107.15
03/10/2016	1882	VISA	-split-	444014089000...	119.13			6,863,988.02
03/10/2016	1883	Central Cass County ...	PSAP Training/Confer...		492.84	X		6,863,495.18
03/10/2016	1884	OVEC	Utilities	ACCT 2267100	708.00	X		6,862,787.18
03/10/2016	1885	KCP & L	Utilities	ACCT 156512...	426.70	X		6,862,360.48
03/11/2016	E-pay	United States Treasury	-split-	45-5361335 Q...	1,297.14	X		6,861,063.34
03/14/2016		QuickBooks Payroll ...	-split-	Created by Pay...	1,970.18	X		6,859,093.16
03/15/2016	DD1024	Kimberly R Tieman	-split-	Direct Deposit		X		6,859,093.16
03/18/2016		MOSIP	Investments		3,610,780.24	X		3,248,312.92
03/18/2016			Bank Service Charges		25.00	X		3,248,287.92
03/21/2016	1886	CITY OF RAYMORE	-split-	INV 2062/2042	9,405.26			3,238,882.66
03/21/2016	1887	KCP & L	Utilities	3092020497	242.60			3,238,640.06
03/21/2016	1888	MID-AMERICA RE...	MARC Coordination	INV GI-0006545	25,946.89			3,212,693.17
03/21/2016	1889	Voice Products Servi...	COMPUTER / 9-1-1 ...	INV AR72217	333.33			3,212,359.84
03/21/2016	1890	AT&T	Advertising and Website	81610521723393	82.50			3,212,277.34
03/21/2016	1891	ITI	Recurring Updates	INV R2016-5530	95,244.00			3,117,033.34
03/21/2016	1892	MOTOROLA SOLU...	Radio System Debt Ser...	INV 24924	1,237,362.02			1,879,671.32
03/21/2016	1893	CAROL STAFFORD	Office Rent	APRIL 2016	700.00			1,878,971.32
03/21/2016	1894	DSS CORPORATION	Logging Recorders	ORDER # 18535	90,962.00			1,788,009.32
03/21/2016	1895	Kimberly R Tieman	-split-		312.33			1,787,696.99
03/21/2016	1896	KCP & L	Utilities	Acct 58590290...	225.08			1,787,471.91
03/21/2016	1897	Williams & Campo, ...	Professional Services	Invoice # 7335	712.50			1,786,759.41

Cass County Emergency Services Board Meeting

801 South Commercial Street, Harrisonville, Missouri

Wednesday February 24, 2016

Meeting Minutes

1. Call to Order – The meeting was called to order at 8:00 a.m. by Vice Chair Danny Carmichael.

2. Roll Call:

Chris Benjamin	Excused	
Danny Carmichael	Present	
Roger Mayberry	Present	
Max Schmoll	Present	
Karen Steele	Present	Arrived at 8:02 and Departed at 8:30
Kris Turnbow	Excused	
Jeff Weber	Present	

Quorum was present.

Members of the Audience:

Robin Tieman	Jan Zimmerman	JD Shrewsbury
Norman Shriver	John Hofer	James Person

3. Pledge of Allegiance

4. Public Participation

Lt. Norman Shriver thanked Robin Tieman for her diligence and hard work during the three projects the ESB has underway at this time.

5. Old Business

- a. Approval of Consent Agenda

Max Schmoll made a motion to approve the account payables and account statements. Roger Mayberry seconded the motion. Motion carried with two absent.

- b. Approval of January 27, 2016 meeting minutes

Roger Mayberry I made a motion to approve the minutes from January 27, 2016 meeting. Jeff Weber seconded the motion. Motion carried with one abstention and two absent.

- c. Reports

- i. Chair

No report.

- ii. Treasurer

No report.

- iii. Board Members

No report.

- iv. Executive Director Report

1. Firmware and Codeplug Update
Commenco will be establishing makeup date for the radios that were missed in the initial firmware and codeplug update. Commenco will be going back to Creighton, Garden City, East Lynne, and Western Cass to correct the hot mic issue that was changed during the last day of programming.
2. Everbridge Emergency Notification System
The system is currently on line. Each of the PSAPs have entered group information and sent successful test messages.
 - a. Press Release
A press release is going out in all the Cass County newspapers this week. The CCESB Website has been updated. A final message to all contact in the CodeRED system will be sent out on March 1, 2016.
 - a. Voice Mail
Mrs. Tieman contacted CenturyLink to obtain an estimate for the second phone line to have voice mail. She was advised the cost was \$10 a month. CenturyLink put the order through without approval, and the voicemail is still not working properly. Mrs. Tieman would like board approval to set up a separate voice mail for the Emergency Notification System, with the potential of thousands of callers wanting to establish their new notification; she needs a way to separate the calls from other business. Board consensus is to proceed with voicemail on the second line for the Emergency Notification System.
 - b. 9-1-1 Database Load Issue
AT&T Database does not provide a community name for telephone numbers in the county as they do for phone numbers in city limits. Because there is no community name associated with an address Everbridge is unable to assign a latitude and longitude to the 10,000 addresses in the AT&T database. Currently, Everbridge does not have a solution. Chief Hofer with Harrisonville Police Department has two new Telecommunicators they could allow the Executive Director to utilize to correct the geocode.
3. DSS Logging Recorders
DSS Logging Recorders are being installed at the five PSAPs the week of March 7, 2016. Harrisonville Police Department's logging recorder has one hard drive working. Harrisonville will be placed first on the install list.
4. Motorola Quote for Genesis Reporting
The current reporting system does not provide a useful time frame to obtain information or the ability to obtain the necessary information to analyze our system. The Technical Committee recommends purchasing the Genesis System containing a main reader for \$117,000. This allows the CCESB some autonomy to obtain our own data without relying on Johnson County or Kansas City Police Department.
5. Motorola Quote for Replacement of Consolettes at the PSAPs
This item was budgeted at \$55,000, with the belief that only the radios

needed to be replaced. Unfortunately, the radios and consolettes need to be replaced increasing the cost to \$126,737.98. The Technical Committee recommends replacing the radios and consolettes because the radios contained in the current consolettes are no longer being serviced and we can program the radios in the future.

6. APCO CPE

APCO has created a new professional certification program. Mrs. Tieman is asking the board to allow her to participate in this program. It is over the normal budgeted training amount for the Executive Director position but her position on APCO's Board of Director's has provided training free for the last four years. The total estimated amount is \$5,885. Jeff Weber motioned to approve Mrs. Tieman to attend the APCO CPE program. Max Schmoll seconded the motion. Motion Carried.

7. Savings Account

The board officers will accompany Mrs. Tieman to Community Bank in Harrisonville to open the savings account for the budgeted amount.

8. Radio Expenses

ESB has encumbered radio expenses when radios have been sent to Motorola Depot for repairs. If a board in the radio is replaced, MARRS requires the radio be recertified. Commenco charges \$65 per radio to recertify the radio. The recertification expense is not covered in the warranty we purchased through Motorola.

9. Freeman Tower Guy Wire Easement

After a title search, an easement is in place for the two guy wires that are on the property to the east of the Freeman Tower.

10. Wireless 9-1-1 Legislation House Bill 1904 will be voted on February 24, 2016 in the house. Senate Bill 871 will enter the Senate process if the bill passes the House.

6. New Business

There was no new business.

7. Executive Session

There was no executive session.

8. Next Meeting

The next scheduled meeting will be March 23, 2016 at 08:00 hours at 801 S. Commercial Street, Harrisonville, Missouri.

9. Adjournment

With no further business or discussion, Roger Mayberry made a motion to adjourn. Max Schmoll seconded the motion. Motion carried at 8:47 a.m.

Respectfully Submitted by:
Robin Tieman, Executive Director
Cass County Emergency Services Board

RESOLUTION NO. 16-002

A RESOLUTION APPROVING A QUOTE AND PURCHASE FROM MOTOROLA SOLUTIONS REGARDING UPDATED RADIOS

BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE CASS COUNTY EMERGENCY SERVICES BOARD, AS FOLLOWS:

SECTION 1. The Board of Directors hereby approves the Quotation No. 011916 with Motorola Solutions in the amount of \$136,487.98 for updated radios, a copy of which is attached hereto.

SECTION 2. The officers of the Board, including the Chairman and Secretary, and the Director are hereby authorized and directed to execute all documents, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Board's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

PASSED THIS 23RD DAY OF MARCH 2016, BY THE BOARD OF DIRECTORS OF THE CASS COUNTY EMERGENCY SERVICES BOARD.

Chairman

ATTEST:

Secretary



Quote # 011916ms0001_final

Bill-To
 CASS COUNTY EMERGENCY SERVICES BOARD
 801 S COMMERCIAL ST
 HARRISONVILLE, MO 64701

Ultimate Destination
 CASS COUNTY EMERGENCY SERVICES
 801 S COMMERCIAL ST
 HARRISONVILLE, MO 64701

Customer Contact: Robin Tieman
 phone: 816-887-1952
 email: robint@casscountyesb.com

Sales Contact:
 Name: Victor Oriaifo
 Email: victor.oriaifo@motorolasolutions.c
 Phone: 816-535-8038

Contract Number: MISSOURI, STATE OF
 Freight terms: FOB Destination
 Payment terms: Net 30 Due

Quote Date 1/19/16
 Effective to: 2/18/16

	Quantity	Model Number	Description	List price	Extended \$
	13	L30TSS9PW1 N	APX7500 CONSOLETTTE DUAL BAND M	\$4,379.00	\$42,695.25
	13	GA00579	ADD: ENABLE DUAL BAND OPERATION	\$600.00	\$5,850.00
	13	GA00244	ADD: 7/800MHZ PRIMARY BAND	\$0.00	\$0.00
	13	GA00308	ADD: VHF MP SECONDARY BAND	\$400.00	\$3,900.00
	13	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$5,021.25
	13	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$14,625.00
	13	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$48.75
	13	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$2,925.00
	13	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$3,217.50
	13	L999AB	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	\$7,692.75
	13	CA01598AB	ADD: AC LINE CORD US	-	-
	13	G90AC	ADD: NO MICROPHONE NEEDED	-	-
	13	GA00232AD	ENH: 3 YR SFS LITE	\$236.00	\$3,068.00
	13	W947	ADD: ASTRO 25 INTEGRATED VOICE & DATA	\$250.00	\$2,437.50
	13	HKN6233	ASSEMBLY,ACCESSORY,APX CONSOLETTTE RACK MOUNT TRAY HARDWARE KIT	\$200.00	\$1,950.00
	2	HKN6184C	CABLE CH, PROGRAMMING,USB	\$51.00	\$76.50
	1	RVN5224AB	PURCHASED SOFTWARE,CPS R13.00.01 APX PDR MOB	\$375.00	\$281.25
			Section Total		\$93,788.75
	5	SQM01SUM0205	GGM 8000 GATEWAY	\$4,200.00	\$15,750.00
	5	CA01616AA	ADD: AC POWER	-	-
	5	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$3,000.00	\$11,250.00
	1	2016-006	SERVICE:PROGRAM & INSTALL OF EQUIPMENT	\$15,699.23	\$15,699.23
			Section Total		\$42,699.23
			GRAND TOTAL		\$136,487.98

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Prices quoted are valid for thirty(30) days from the date of this quote.

4 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

A RESOLUTION APPROVING A QUOTE AND PURCHASE FROM MOTOROLA SOLUTIONS REGARDING GENESIS SOLUTIONS SOFTWARE

BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE CASS COUNTY EMERGENCY SERVICES BOARD, AS FOLLOWS:

SECTION 1. The Board of Directors hereby approves the Quotation dated February 18, 2016 with Motorola Solutions in the amount of \$111,150.00 for Genesis Solutions software, a copy of which is attached hereto.

SECTION 2. The officers of the Board, including the Chairman and Secretary, and the Director are hereby authorized and directed to execute all documents, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Board's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

PASSED THIS 23RD DAY OF MARCH 2016, BY THE BOARD OF DIRECTORS OF THE CASS COUNTY EMERGENCY SERVICES BOARD.

Chairman

ATTEST:

Secretary



QUOTE

Motorola Solutions, Inc.
 1309 East Algonquin Road
 Schaumburg, IL 60196
 319-337-6686

DATE: FEBRUARY 18, 2016
 SERVICE QUOTE

EXPIRATION DATE April 1, 2016

TO Robin Tieman, RPL
 Executive Director
 Cass County Emergency Services Board
 801 S. Commercial Street, Harrisonville, MO 64701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Victor Oriafio	GenWatch3 ATAI Base Bundle	Milestone billing	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	TT2234A – GW3 ATIA Network Management Software for ASTRO 25 Base Bundle – includes one connection, up to 5 licenses, unlimited archiving, 1 year maintenance & support from Genesis, ALIAS Manager, Security Manager, ATIA input manager, ATIA processing and archiving, trigger module – full suite 30+ ATIA based reports,		
1	GW3 ATIA Main Reader		
1	3 days of onsite training at time of installation		
1	Additional year of maintenance and support		
1	5% applied discount		- 5,850
	*Hardware, Installation and Shipping are included in this quote		
	**Contingent upon Cass County getting approval to access the Kansas City Missouri master site		
SUBTOTAL			
TOTAL			\$111,150.00

Quotation prepared by: Kevin Whittaker – Customer Support Manager – 816-800-1603



INSTALLATION AGREEMENT
(PLEASE PRINT)

NSS USE ONLY

OM Order # _____
Shop PO # _____

CUSTOMER # 1036685206 MR ID: _____

DATE: 3/15/2016

CUSTOMER NAME: CASS COUNTY MO E.S.B.

SHIP TO ADDRESS: 801 S. COMMERCIAL ST

BILLING CONTACT: ROBIN TIEMAN

CITY / STATE / ZIP: HARRISONVILLE, MO 64701

BILLING ADDRESS: 801 S. COMMERCIAL ST

EQUIPMENT ADDRESS: 801 S. COMMERCIAL ST

CITY / STATE / ZIP: HARRISONVILLE, MO 64701

CITY / STATE / ZIP: HARRISONVILLE, MO 64701

CUSTOMER PO #: _____

CUSTOMER CONTACT NAME: ROBIN TIEMAN

FORCASTED INSTALL DATE: May-16

CUSTOMER PHONE #: 8168871952

STATEMENT OF WORK

THE CUSTOMER IS RESPONSIBLE FOR OBTAINING PHONE LINES ARE PHONE LINES REQUIRED? Yes No

PROVIDE FIELD TECHNICAL SERVICES TO INSTALL AND INTEGRATE GENESIS GENWATCH 3 ON CUSTOMER'S NETWORK AS DESCRIBED IN ATTACHED QUOTATION PROVIDED ON 18-FEB-16. CUSTOMER TO PROVIDE CONNECTIVITY TO MASTER SITE FOR INTEGRATION.

CUSTOMER INVOICE NOTES

AT CUSTOMER'S LOCATION AT SERVICE CENTER

MILESTONE 1 - EQUIPMENT SHIP, MILESTONE 2 - SOFTWARE PACKAGE INTEGRATION, MILESTONE 3 - BENEFICIAL USE, MILESTONE 4 - TRAINING

SERVICE CENTER: CITY AND STATE:	DEPT D0414	MILESTONE 1:	\$ 62,575.00	MILESTONE 3:	\$ 11,840.62	TOTAL	\$ 111,150.00
SERVICE CENTER: CITY AND STATE:		MILESTONE 2:	\$ 22,840.62	MILESTONE 4:	\$ 13,893.76	THE ABOVE INSTALLATION AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.	
SERVICE CENTER: CITY AND STATE:		TAX EXEMPT: <input checked="" type="checkbox"/> YES, ATTACH EXEMPT CERTIFICATE <input type="checkbox"/> NO					

MOTOROLA SERVICE REPRESENTATIVE SIGNATURE _____

TELEPHONE # _____

THE CURRENT REVISION OF MOTOROLA'S SERVICE TERMS AND CONDITIONS, A COPY OF WHICH IS ATTACHED TO THIS SERVICE AGREEMENT, IS INCORPORATED HEREIN BY THIS REFERENCE.

AUTHORIZED CUSTOMER SIGNATURE _____

TITLE _____ DATE _____

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

"Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise. "Equipment" means the communication equipment that is specified in the attachments or is subsequently added to this Agreement. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed Statement of Work or other attachment. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.
4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola directly of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories; belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements, if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Service is completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writings specifically refer to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for such services on a time and materials basis at Motorola's then effective hourly rates.