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HON. KIM REYNOLDS  
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TREASURER OF STATE

HON. MICHAEL L. NAIG  
SECRETARY OF AGRICULTURE



## Executive Council of Iowa

CAPITOL BUILDING  
DES MOINES, IOWA 50319  
PHONE: 515 281-5368

April 3, 2023

Accounting Department  
Office of the Treasurer  
Lucas Building  
321 E 12<sup>th</sup> Street  
Des Moines, IA, 50319

The Executive Council, in a meeting held on today's date, approved the Department of Public Safety's request for an emergency allocation in the amount of \$8,466.67, subject to the audit of actual invoices. On January 18, 2023, copper grounding cables were stolen at the Keosauqua ISICS Communication Tower. Request was to cover repair costs.

EXECUTIVE COUNCIL OF IOWA

*Victoria Newton*

Victoria Newton  
Executive Secretary

cc: Captain Richard Pierce, Bureau Chief, Department of Public Safety  
Joel Lunde, Department of Management  
Linda Leto, Department of Management

AOS Claim # 3445  
TOS Job # \_\_\_\_\_



**OFFICE OF AUDITOR OF STATE**  
**STATE OF IOWA**

Rob Sand  
Auditor of State

State Capitol Building  
Des Moines, Iowa 50319-0004  
Telephone (515) 281-5834 Facsimile (515) 281-6518

March 6, 2023

Victoria Newton  
Executive Council  
L O C A L

Subject: Damages at Keosauqua ISICS Communications Tower – Stolen Copper  
Grounding Cables on January 18, 2023  
Department of Public Safety  
Claim dated February 7, 2023  
AOS Claim ID: 3445

In accordance with Executive Council policy, we have examined the claim for 29C.20 funds for the above-mentioned damages. It is our conclusion that the above damage incurred by the Department of Public Safety is covered by Chapter 29C.20 of the Code of Iowa. Therefore, we recommend Executive Council approval in the amount of \$8,466.67, subject to an audit of actual invoices.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ernest H. Ruben, Jr.".

Ernest H. Ruben, Jr., CPA  
Deputy Auditor of State

cc: Captain Richard Pierce, Bureau Chief, Department of Public Safety  
Joel Lunde, Department of Management

**Kim Reynolds**  
Governor  
**Adam Gregg**  
Lt. Governor



**Department of Public Safety**

**Stephan Bayens**  
Commissioner

February 7th, 2023

AON 29C20 Allocation Request ref. Keosauqua ISICS Tower - Theft of Copper Grounding Cables on 1-18-23

State of Iowa Executive Council:

On 1-25-23, we received a preliminary report from IPTV that on 1-18-23, a suspicious person was caught on security cameras with bolt cutters and appeared to be stealing copper grounding cables from the Keosauqua ISICS & IPTV shared Tower site. On 1-27-23, Motorola Representative Dave Gordon confirmed 11 copper grounding cables had been cut and stolen from outside the ISICS Tower site hut and tower. The theft is currently under investigation by local county law enforcement.

On 2-7-23, Motorola provided a repair estimate regarding the replacement /repair of the 11 stolen ground cables from the Keosauqua ISICS tower site. The estimated cost to repair this damage is \$8,466.67. Repairs are expected soon to avoid spring storms. Without copper grounding cables, a lightning strike to the tower greatly increases the chance of catastrophic damage to electronic equipment at the tower site.

The DPS Interoperability and Communications Bureau is respectfully submitting a 29C20 Allocation Request for \$8,466.67 regarding this theft.

Thank you for your consideration.

Sincerely,

Captain Richard Pierce  
Bureau Chief  
Iowa DPS Communications & Interoperability Bureau  
Office of the Commissioner  
215 E. 7<sup>th</sup> Street  
Des Moines, Ia 50319

# SERVICE ESTIMATE



1309 E Algonquin Road  
Schaumburg, IL 60196  
319-321-1134

Quote prepared by - Dave Gordon

Date: 2/6/2023

Company Name: Iowa Department of Public Safety  
Billing Address: 215 East 7th Street  
City, State, Zip: Des Moines, Iowa 50319  
Customer Contact: Lt. Heath Hove  
Phone: 515-725-6092

QTY	MODEL/OPTION	DESCRIPTION	PRICE EA	PRICE EXT
1	REPAIR	<p>Materials, Travel and Labor for Tower Crew</p> <p>Motorola Solutions, Inc. is providing this estimate to repair the stolen grounding cables at the ISICS Keosauqua Site. This estimate includes all materials, travel and labor to replace and repair the 11 stolen ground cables at the site listed in the January 27th 2023 report sent by Dave Gordon. The repairs will be done by Cad Welding the replacement ground cables at the site to insure the site meets R56 grounding standards.</p>	\$ 8,466.67	\$ 8,466.67
		SUB TOTAL		\$ 8,466.67
		TAXES		\$ -
		GRAND TOTAL		\$ 8,466.67
ESTIMATE VALID UNTIL 3-6-23		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS.		

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

DPS COMM. BUREAU CHIEF 2-7-23  
 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

## **Service Terms and Conditions**

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

### **Section 1. APPLICABILITY**

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

### **Section 2. DEFINITIONS AND INTERPRETATION**

- 2.1. "Agreement" means these Maintenance 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 Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.
- 2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins 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 document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the 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 that 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 this Equipment will terminate at the end of the month in which Motorola receives the 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 that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- 4.7. Customer must promptly notify Motorola 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 the 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 those 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 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 Services are 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, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **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 the 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 will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is 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 to any person, or use 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 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 governmental 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 will be modified as necessary to conform to applicable 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 this 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 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.

17.8. 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 those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, 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.

Revised Oct 15, 2015



## Newton, Victoria [TOS]

---

**From:** Stover, Mike <stover@iowapbs.org>  
**Sent:** Wednesday, January 25, 2023 4:19 PM  
**To:** Stufflebeem Connie; Pierce Richard; Richardson Scott  
**Cc:** Bill Hayes; Dell Morse  
**Subject:** \*\* External Email Alert \*\* Iowa PBS - Keosauqua  
**Attachments:** Keosauqua Visitor [01182023].docx

**\*\*External Email Alert\*\*** This email is from outside DPS. **DO NOT CLICK** links or attachments unless you expected them. If unsure please forward to [ITOC@dps.state.ia.us](mailto:ITOC@dps.state.ia.us) for review.

Hi Everybody,

One of the Iowa PBS Engineers was at our Keosauqua site for a routine PMI check yesterday (1/24/2023) and found the access gate to the compound open. The locks were secure, but the chain was not connected at the ISICS padlock.

Our guy did his usual checks, locked the site and went on his way. After talking to him today and sensing something strange with the situation, I started looking at our cameras. The cameras revealed someone at the site last Wednesday (1/18/2023) just prior to 7am. That person made his way into the compound and spent a little time around the perimeter of your building and the tower. One of the camera shots clearly shows a bolt cutter in their hands.

I attached a Word file with a few screenshots of the site and our friend. The truck appears to be pretty easily recognizable, so if this person is a local he is probably well known?

We will be back at the site tomorrow to investigate. I suspect the visitor made off with some copper wire. We will make sure of that, and meet with the County Sheriff.

It would probably be a good plan for you to check your facility and grounding connections at this site too.

Any questions, or further thoughts, please let me know.

Thanks,  
Mike

Mike Stover  
Assistant Director of Engineering  
[stover@iowapbs.org](mailto:stover@iowapbs.org) | Office 515.725.9776 | Mobile 515.238.4583



New name. Same essential mission.

Motorola Solutions, Inc.  
1301 E. Algonquin Road  
Schaumburg, IL 60196  
U.S.A.

Mobile: +1-319-321-1134  
Email: dave.gordon@motorolasolutions.com

January 27<sup>th</sup>, 2023

Captain Pierce  
Iowa Department of Public Safety  
Interoperability Communications Bureau  
215 E. 7<sup>th</sup> St.  
Des Moines, IA 50319

RE: Keosauqua Site Report – Stolen Cables

Good Afternoon Captain Pierce,

Attached you will find the Keosauqua site report yesterday that shows the ground cables that were stolen.

Please review and contact me directly with any questions.

Thanks,



**Dave Gordon**  
Customer Support Manager  
State of Iowa  
**Motorola Solutions, Inc.**

**Motorola Solutions**  
**Keosauqua Site Report – Stolen Cables**  
**January 27<sup>th</sup>, 2023**

On Thursday January 26<sup>th</sup> 2023, Connie Stufflebeem, who is the Assistant System Administrator – Interoperability Communications Bureau requested Motorola Solutions to send someone to the Keosauqua site to investigate and inspect the site. She had forwarded an email from Iowa PBS regarding a recent break in at the site on January 18<sup>th</sup>, 2023.

The Iowa Statewide Interoperable Communications System (ISICS) has a shelter and equipment located in the Iowa PBS compound at Keosauqua. They also have communications equipment on the tower.

Dave Gordon, Motorola Customer Support Manager arrived at the site at approximately 3:00 pm on January 26<sup>th</sup>, 2023. Shortly after arriving Deputy Spencer Rider stopped at the site from Van Buren County Sheriff's office. Dave Gordon showed Deputy Rider where the ground cables had been cut and stolen.

This report is only for the ISICS side of the compound since Iowa PBS indicated they were checking their shelter and equipment on their side of the compound.

There are a total of 11 ground cables that were cut and missing that are directly connected to the ISICS shelter and equipment in the compound.

Motorola Solutions is also working with our internal teams and contractors on an estimate that will include the corrective actions and equipment needed to replace the stolen cables.

Below are the pictures taken highlighting the stolen ground cables.

HVAC Ground Missing



Shelter SE Corner Ground Missing



Ice Bridge Post #1 Ground Missing



Ice Bridge Post #2 Ground Missing





Ice Bridge Post #3 Ground Missing



Ice Bridge Post #4 Ground Missing



Ice Bridge Post #5 Ground Missing



Ice Bridge Post #6 Ground Missing



Isolation Transformer Ground Missing



Tower Ground Bar Grounding Cables Missing













Keosauqua Tower

