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HON. ROB SAND
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HON. ROBY SMITH
TREASURER OF STATE

HON. MIKE. NAIG
SECRETARY OF AGRICULTURE



Executive Council of Iowa

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

May 5, 2025

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

The Executive Council, in a meeting held on today's date, approved Department of Administrative Services request for a supplemental emergency allocation in the amount of \$39,642.00. This brings the total allocation to \$43,620.45. On January 26, 2025, a Department of Public Safety's bearcat rescue vehicle was damaged by vandalism. Request was to cover repair costs.

This represents full and final payment and this allocation will be closed.

EXECUTIVE COUNCIL OF IOWA

Kristi Onstot

Kristi Onstot
Executive Secretary

cc: Adam Steen, Director, Department of Administrative Services
DAS Fleet Services, Risk
Matt Bender, Department of Management
Heather Hackbarth, Department of Management

AOS Claim # 3978
TOS Job # 2799



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

April 7, 2025

Kristi Onstot
Executive Council
L O C A L

Subject: Damages to Bearcat Rescue Vehicle & State Fire Marshall Division Robot
Caused by Vandalism on January 26, 2025
Department of Public Safety
Claim dated February 11, 2025
Supplemental Request dated March 13, 2025
AOS Claim ID: 3978

In accordance with Executive Council policy, we have examined the supplemental request for 29C.20 funds for the above-mentioned damages. The Department of Public Safety has requested a supplemental allocation of \$39,642.00 due to additional damages identified and it is our conclusion that the additional damages incurred by the Department are covered by Chapter 29C.20 of the Code of Iowa. Therefore, we recommend Executive Council approval of the supplemental request of \$39,642.00, subject to an audit of actual invoices. This increases the total allocation to \$43,620.45.

Sincerely,

A handwritten signature in dark ink, appearing to read "Brian R. Brustkern".

Brian R. Brustkern, CPA
Deputy Auditor of State

cc: Lieutenant Bryan Guill, Iowa State Patrol Fleet & Supply Commander, Department
of Public Safety

Kim Reynolds
Governor
Chris Cournoyer
Lt. Governor



Department of Public Safety

Stephan Bayens
Commissioner

March 13, 2025

Reference: State Fire Marshal damaged Robot on 1/26/25

- AOS Claim #3978

State of Iowa Executive Council:

The State Fire Marshal has forwarded the damage assessment to their robot that took gun fire. Based upon the cost of a new product and received damage estimate, DPS is proceeding with emergency repairs to get this device back in service for field work.

Incident:

On January 26, 2025, State Fire Marshal Agents were assisting with a standoff with a lone armed suspect barricaded in a residence. During the standoff the suspect fired several times with an automatic weapon. The gun fire resulted in strikes to a State Fire Marshal's (UGV), Unmanned Ground Vehicle or Robot. The round strikes caused many components of this vehicle to be damaged.

Damage:

Estimates Received Total: \$39,642.00

- (Remotec Service Department)

On behalf of DPS, Fleet and Supply, is respectfully submitting a 29C20 allocation request regarding this event in the amount of \$ 39,642.00.

Thank You for your consideration. If you have questions, feel free to contact me.

Sincerely,

Lieutenant Bryan Guill
Commander ISP Fleet & Supply
30 NE 48th Place
Des Moines, IA 50313

**REMOTEC****REMOTEC, INC. SERVICE DEPARTMENT QUOTE**

353 J.D. Yarnell Pkwy
Clinton, TN 37716
Phone: (865) 483-1492
Fax: (865) 483-1436
E-mail: RemotecService@peraton.com

Attn: Paul Soloman**CMPNY:** Iowa Department of Public Safety**ATTN:** Ron Humphrey**ADDR:** 5912 NW 2nd AVE

Des Moines, IA 50313

PHONE: 515-689-1463**FAX:****Email:** humphrey@dps.state.ia.us**Date:** 3/11/2025

Terms: Net 30 Days

Prices are F.O.B. Clinton, TN

Delivery: 180 Days After Receipt of Order
Or Sooner

This pricing is valid for 90 days.

ROBOT MODEL: FX
ROBOT S/N: FX21108-02N010821**QUOTE #:** Q-16583**RMA#** 25-4203**PAGE 1 OF 1**

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
	Gripper Repair				\$ -
1	Finger, Gripper	2470-2342	2	\$ 280.00	\$ 560.00
2	Housing Half, Gripper, Motor Side	2470-3288	1	\$ 751.00	\$ 751.00
3	Actuator Link	2470-2340	1	\$ 46.00	\$ 46.00
4	Gripper Amp Board Protector	2470-3262	1	\$ 232.00	\$ 232.00
5	Base, Gripper Drive Assembly	2470-3733	1	\$ 433.00	\$ 433.00
6	Retainer, Finger Drive Link	2470-3204	1	\$ 55.00	\$ 55.00
7	Washer, Grip Drive Retaining	2470-3229	1	\$ 27.00	\$ 27.00
8	Labor	Labor2	5	\$ 162.00	\$ 810.00
	Radio Repair				\$ -
1	Vehicle Radio Enclosure Weldment	2470-8620	1	\$ 816.00	\$ 816.00
2	Heat Sink, DTC, IP	HTSK-DTC-IP-001	1	\$ 202.00	\$ 202.00
3	Radio, VID, IP, TX-RX. Module	RAD-DIG-VTRX-XXX	1	\$ 20,709.00	\$ 20,709.00
4	Gap Pad, Heat Sink, Vehicle Side Radio	2470-8651	2	\$ 32.00	\$ 64.00
5	Vehicle Enclosure Gasket	2470-8623	1	\$ 7.00	\$ 7.00
6	Vehicle Side Enclosure Cover	2470-8601	1	\$ 309.00	\$ 309.00
7	ANT-VID-RX-REF	ANT-VID-RX-REF	1	\$ 232.00	\$ 232.00
8	Labor	Labor2	5	\$ 162.00	\$ 810.00
	Camera Extender Repair				\$ -
1	Outer Tube	2470-5601	1	\$ 1,100.00	\$ 1,100.00
2	Middle Tube, Camera Extender	2470-5602	1	\$ 1,323.00	\$ 1,323.00
3	Labor	Labor2	3	\$ 162.00	\$ 486.00
	Front Camera Repair				\$ -
1	Camera, Pin Hole Board, Day And Night	CAMERA-042	1	\$ 232.00	\$ 232.00
2	Labor	Labor2	1	\$ 162.00	\$ 162.00
	Track Replacement				\$ -

1	Track, T20 X 1880 MM X 5 Inches Wide	2470-7561	4	\$ 1,245.00	\$ 4,980.00
2	Labor	Labor2	3	\$ 162.00	\$ 486.00
	Articulator Hub Replacement				\$ -
1	Pod Retention Cap	2470-1701	1	\$ 641.00	\$ 641.00
2	Labor	Labor2	4	\$ 162.00	\$ 648.00
	Hull Repair (repairing bullet hole)	Labor2	2	\$ 162.00	\$ 324.00
	X-Ray Mount Assy. (New relay included)	2470-3807	1	\$ 1,901.00	\$ 1,901.00
					\$ -
	Evaluation				\$ -
	Labor	Labor2	6	\$ 162.00	\$ 972.00
					\$ -
	Q/A Testing				\$ -
	Labor	Labor2	2	\$ 162.00	\$ 324.00
					\$ -
					\$ -

Shipping Via: _____

TOTAL COST \$ 39,642.00

- (1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
(2) Add travel, labor and subsistence costs if training is located at customer's facility.
(3) All products have a one-year warranty. Extended Maintenance Contracts are available.
(4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached). Any deviation from these conditions may result in a price increase.
(5) Pricing does not include any taxes, fees or other related items unless specifically called out.

REMOTEC®

DOMESTIC SALES TERMS AND CONDITIONS

A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent-delineated hereinabove, but in no event to include computer software.

The product may contain reconditioned material. Reconditioned material meets or exceeds all required specifications and is fully covered under the product warranty.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third-party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

D. CANCELLATION/TERMINATION

Contract may be terminated at any time by either Party by providing a 90-day written notice of termination. As such, the Contract shall terminate with no further financial obligation of the Customer with respect to payment of obligation due after 90 days from the date of such notice.

E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

REMOTEC®

DOMESTIC SALES TERMS AND CONDITIONS

I. PAYMENT TERMS

Domestic:

For purchase orders less than a \$100K, payment terms are net 30 days upon receipt of invoice.

For purchase orders greater than \$100K, Buyer has two options for payment and must select one upon Seller's receipt of the order.

Option 1: 60% of contract value due upon receipt of contract and the remaining 40% due within 30 days after the entire order is completed and shipped.

Option 2: Upon successful inspection of **each** completed product (robot, radio, camera, laser assembly, disruptor, etc.) at Seller's location, invoice will be submitted to the Buyer for payment due within 30 days.

Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum except to the extent restricted by applicable law. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with those terms as stipulated herein.

International:

All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller. If a Reseller, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount, which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. BUYER'S RESPONSIBILITIES

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

Buyer shall be solely responsible for the proper training of personnel, use of all products and shall properly train its operators in the safe use of all products. Seller will not be liable for any damages and improper training of the product, and Buyer hereby agrees to indemnify, defend, and hold harmless Seller from any and all claims, liability, loss, or damage, resulting from the use of any item purchased by Buyer, its officers, directors, employees, subcontractors, agents or any third party. Should the Agency want to liquidate the asset, Buyer will work with the Seller to remove proprietary and ITAR/EAR controlled items.



DOMESTIC SALES TERMS AND CONDITIONS

Buyer may not resell items purchased from Remotec, nor may it pledge any such items as collateral to secure a third-party loan or other financing, without Seller's prior written consent.

R. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from their respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

T. TITLE AND RISK OF LOSS

Title to all equipment provided hereunder shall pass to Customer upon payment of all amounts due PERATON under this Agreement. Risk of loss shall be borne by PERATON until delivery to the Customer's site. Customer shall pay any personal property taxes, which may be assessed on the equipment beginning at the time of purchase.