



PUBLIC SAFETY COMMITTEE MEETING
Tuesday, MARCH 18, 2025 at 4:00 P.M.
City Hall Large Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Julianna Halvorson, Ward 2
Vice Chair: Carlos Marrujo Jr., Ward 5
Members: Angela Moore, Ward 5
Will Cavin, Ward 2
Cristina Arnold, Ward 1
Staff Liaison: Mike Mathews

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider approval of minutes from the February 18, 2025 Public Safety committee meeting.

REGULAR ITEMS

2. Resolution 25-XX- adoption of Resolution 25-XX the Resolution shall require the removal or demolition of four (4) dilapidated structures.
3. Consider recommending approval of a 5-year contract with Paladin Drones. (Lieutenant Fry)
4. Consider recommending authorization for approval to issue a purchase order in the amount of \$262,661.55 for the purchase of three SCBA compressors from Municipal Emergency Services.
5. Consider recommending authorization for approval to issue a purchase order in the amount of \$740,030.00 for the purchase of one Class-A HME pumper from Municipal Emergency Services.
6. Consider recommending approval to issue a purchase order in the amount of \$357,340.88 to Howe Medical for the purchase of eight (8) New Lifepak 35 cardiac monitors.

NON-ACTION ITEMS

7. Update and discussion by Councilor Arnold on the Broken Window Program.

MONTHLY DEPARTMENT REPORTS

8. Roswell Police Department
9. Fire
10. AMR Monthly Report
11. Roswell Animal Services
12. Emergency Management
13. Community Development

14. Consolidated Dispatch

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 24-23.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary of other type of accessible format is needed.

Printed and posted: **Friday, March 14, 2025**

Please join my meeting from your computer, tablet or smartphone.
<http://global.gotomeeting.com/join/194381933>

You can also dial in using your phone.
United States: +1 (571) 317-3112
Access Code: 194-381-933

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting/install/194381933>

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Consider approval of minutes from the February 18, 2025 Public Safety committee meeting.

Attachments

Minutes

Public Safety Committee Meeting
Held at City Hall Large Conference Room,
Tuesday, February 18, 2025 at 4:00 p.m.

Notice of this meeting was given to the public in compliance with Section 10-15-4, NMSA 1978 and Resolution 24-23.

The meeting convened at 4:00 p.m. with Councilor Julianna Halvorson presiding and present, Councilor Carlos Marrujo - Present, Councilor Christina Arnold - Present, Councilor Angela Moore – Absent, and Councilor Will Cavin - Present.

Mr. Mathews reported to Chair that we do have a quorum.

Staff present: Mike Mathews, Deputy City Manager; Toby Franco, Code Enforcement Supervisor Shantel Mairot, Animal Services; Matt Miller, Fire Chief; Amalia Martinez, City Clerk; Della Andazola, Deputy City Clerk; Lance Bateman, Police Chief; Alison Herring, PVRCC; Steve Chaves, Fire Chief; Derrick Washichek, Battalion Chief; KP Prescott, American Medical Response; Hess Yntema, City Attorney; Chad Cole, City Manager; Mike Taylor; Deputy Police Chief.

Guests: Abby Hess, Rita Kane-Doerhoefer, Terri Harber, Dara Dana, Kevin Berry, Councilor Ed Heldenbrand, Kim Brecken.

APPROVAL OF AGENDA

Councilor Arnold moved to approve agenda; Councilor Marrujo was the second. A voice vote was as follows: Councilor Halvorson – yes, Councilor Marrujo – yes, Councilor Arnold – yes, Councilor Cavin – yes. The motion passed 4-0 with Councilor Moore being absent.

APPROVAL OF MINUTES

1. Councilor Arnold moved to approve the minutes from the January 14, 2025, Public Safety Committee Meeting. Councilor Marrujo was the second. A voice vote was as follows: Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Arnold-yes, Councilor Cavin - yes, the motion passed 4-0 with Councilor Moore being absent.

REGULAR ITEMS

2. Resolution 25 – XX Condemnations – Toby Franco presented one property for consideration for condemnation. Councilor Marrujo moved to approve and be placed on Legal Committee agenda. Councilor Arnold was the second. A voice vote was as follows: Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Arnold-yes, Councilor Cavin – yes, the motion passed 4-0, with Councilor Moore being absent.

FOR THE RECORD: Councilor Moore arrived at 4:07 pm.

3. Deputy fire chief Dan Fuller presented information and recommended approval of a purchase order in the amount of \$1,288,380.00 to Siddons Martin Emergency Group for four (4) Demers 4x4 Type 1 ambulances. Councilor Arnold moved to approve and send to Finance Committee, Councilor Moore was the second. A voice vote was as follows: Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Moore-yes, Councilor Arnold-yes, and Councilor Cavin-yes. The motion passed 5-0.
4. Resolution 25-xx consider recommending adoption of resolution 25-xx creating a community response team within the Roswell Fire Department. Councilor Arnold and members of the community presented information and discussed the need and resources needed to establish such a team. Councilor Moore moved to send Resolution 25-xx to full council, Councilor Arnold was the second. A voice vote was as follows: Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Moore-yes, Councilor Arnold-yes, and Councilor Cavin-yes. The motion passed 5-0.
5. Deputy fire chief Dan Fuller presented information and recommending approval of a purchase order to Howe Medical in the amount of \$492,686.20 for four (4) gurneys and four (4) Lifepak 35s.
Councilor Cavin moved to approve and send to Finance Committee, Councilor Marrujo was the second. A voice vote was as follows: Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Moore-yes, Councilor Arnold-yes, and Councilor Cavin-yes. The motion passed 5-0.

MONTHLY DEPARTMENT REPORTS

Departments presented the committee with their reports and answered any questions.

6. Emergency Management
7. Community Development Center
8. Roswell Animal Services
9. Consolidated Dispatch
10. Roswell PD Monthly Report
11. Fire

PUBLIC PARTICIPATION

None

ADJOURNMENT

The meeting adjourned at 5:57 p.m.

Next meeting will be March 18, 2025 @ 4:00 p.m.

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Resolution 25-XX- adoption of Resolution 25-XX the Resolution shall require the removal or demolition of four (4) dilapidated structures.

BACKGROUND:

Initiated by: Toby Franco

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION:

Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost ranging from \$3,000 to \$30,000 for each property for removal.

LEGAL REVIEW:

The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:

This is to be reviewed by the Public Safety Committee at their meeting on March 18, 2025.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution 25-XX.

Attachments

ATT 1 Resolution 25-XX Condemnations

ATT 2 Resolution 25-XX Condemnations Exhibit

CITY OF ROSWELL
RESOLUTION 25-XX

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 10th day of April 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
109 E SUMMIT ST 109 E SUMMIT ST #1/2 SOUTH ROSWELL Block 53 Lot E 50' W 220' S 140'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GEORGE VIGIL; IDA M VIGIL 305 THREE CROSS DR ROSWELL, NM 88201
1600 N UNION AVE YUCCA Block 1 Lot 10 Quarter SW S 29 T 10S R 24E (ALL STRUCTURES)	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	CATHERINE L DUNWOODY 1600 N UNION AVE ROSWELL, NM 88201
2311 SHARTELLE AVE ROGERS Block 2 Lot 18 Quarter NW S 28 T 10S R 24E (ALL STRUCTURES)	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RAMON SANCHEZ GRADO 2311 SHARTELLE AVE ROSWELL, NM 88201
1703 N DELAWARE AVE CRESCENT HEIGHTS Block 3 Lot 11 Quarter SW S 29 T 10S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GARCIA, VIRGINIA C/O JACOB LARA 6577 WILLIAMSBURG PL STOCKTON, CA 95207

109 E SUMMIT ST
109 E SUMMIT ST #1/2



1600 N UNION AVE



2311 SHARTELLE AVE



1703 N DELAWARE AVE



Public Safety Committee**Meeting Date:** 03/18/2025**COMMITTEE:** Public Safety**CONTACT:** Mike Mathews**CHAIR:** Juliana Halvorson

ACTION REQUESTED:

Consider recommending approval of a 5-year contract with Paladin Drones. (Lieutenant Fry)

BACKGROUND:

Initiated by: Lieutenant Michael Fry - Police and Deputy Chief Fuller - Fire

The Roswell Police Department currently has two drones and one dock. The dock is located on the roof of the police department with a drone housed inside. Over the first 45 days of use with the Paladin system, the drones have already assisted in 2 vehicle pursuits, multiple search warrants, multiple arrest warrant services, was airborne for 1 hour 47 minutes during a SWAT standoff, responded to multiple structure fires, and a grass fire. We have seen success with the streaming capabilities and have recorded vital evidence that will assist in criminal prosecution. Through Paladin, both drones are now capable of being controlled by any computer or MCT via cellular service. The video from both drones is able to be streamed and saved to the cloud. A temporary link is able to be texted to any cell phone for the user to view anywhere. Paladin drafts and submits all necessary certificate of waiver or authorization paperwork to the FAA.

This 5-year contract would give the police and fire departments 2 additional drones and docks for a total of 3 docks and 4 drones. The docks would be located at Fire Station 3 (2800 North Wilshire), Roswell PD (128 W 2nd), and Fire Station 5 (117 W Gayle) with the fourth drone capable of being deployed from the field. Attached is a coverage map. The 5-year contract also covers any maintenance and repairs on any drone, streaming capabilities, and coverage for technological and legal changes.

Future uses include responding to calls for service, narcotic surveillance, warrant services, SWAT standoffs, building clearances, grass fires, structure fires, large public gatherings to include UFO Fest, Eastern New Mexico State Fair, National Championship Air Races, and Sling it Fling it. This will also allow aerial documentation of major crash and crime scenes. The drones would be operated and monitored by the Real Time Crime Center at the Roswell Police Department.

FINANCIAL CONSIDERATION:

The total of the 5-year contract is \$496,350. Annual pricing is as follows:

- Year 1: \$123,270 (includes one-time purchase price of additional drones)
- Year 2: \$93,270
- Year 3: \$93,270
- Year 4: \$93,270
- Year 5: \$93,270

The payments would be due in May of each year. This would be paid by the Public Safety Tax(Ambulance Tax). This contract does include a 9% discount for annual recurring items and a \$30,000 discount for second docking station for restriction of the current agreement.

LEGAL REVIEW:

The contract has been submitted to the legal department for review.

BOARD AND COMMITTEE ACTION:

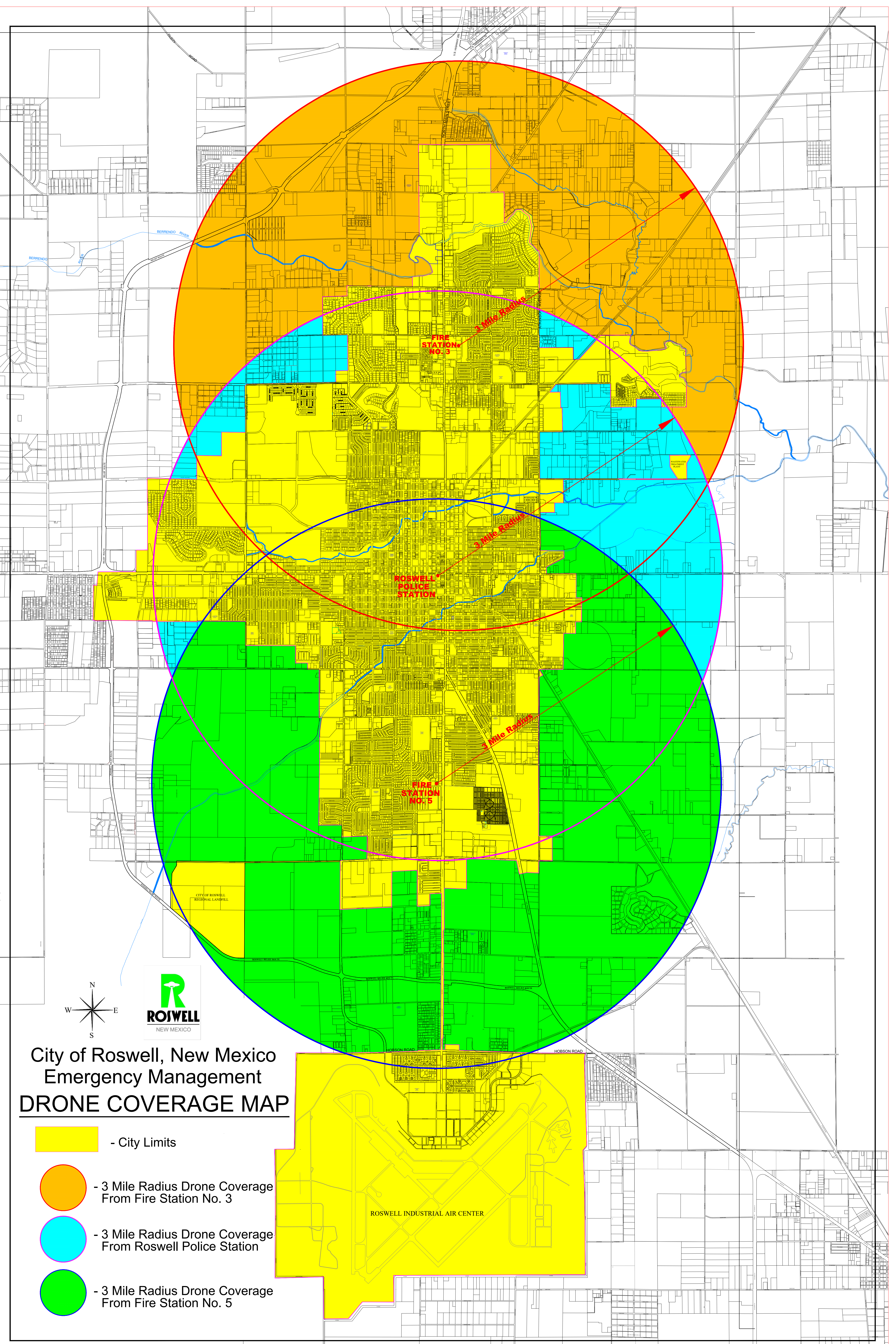
This is the first committee to be submitted to with plans to submit to finance on April 1st, 2025.

STAFF RECOMMENDATION:

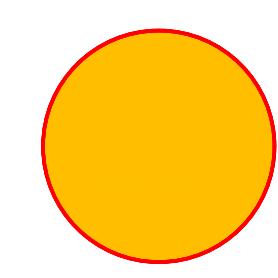
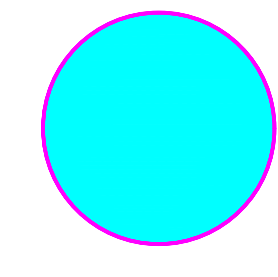
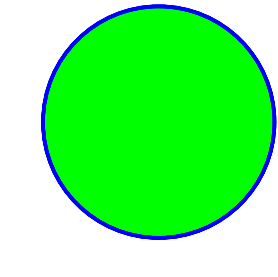
This has been discussed with both chiefs from fire and police department with their approval.

Attachments

Map
Quote
Contract



City of Roswell, New Mexico Emergency Management DRONE COVERAGE MAP

-  - City Limits
-  - 3 Mile Radius Drone Coverage From Fire Station No. 3
-  - 3 Mile Radius Drone Coverage From Roswell Police Station
-  - 3 Mile Radius Drone Coverage From Fire Station No. 5



Roswell Police Dept, NM

Roswell Police Dept, NM

PO Box 1994
Roswell, NM 88202
US

Reference: 20250311-141831730

Quote created: March 11, 2025

Quote expires: May 30, 2025

Quote created by: Josh Nassau

josh.ny@paladindrone.io

Michael Fry

m.fry@roswell-nm.gov
(575) 624-6770 ext. 4171

Comments from Josh Nassau

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a five (5) year term.

Negotiated discount of 9% on annual recurring line items based on 5 year agreement. Honoring \$30,000 discount on second docking station one-time purchase

Annual Pricing is as follows:

Year 1: \$123,270

Year 2: \$93,270

Year 3: \$93,270

Year 4: \$93,270

Year 5: \$93,270

Products & Services

Item & Description	Quantity	Unit Price	Total
Premium DFR Package (VO Model) The Premium DFR Package is an all-inclusive base annual subscription fee which includes one (1) EXT Module, connectivity for one (1) drone to Watchtower Software, one (1) Paladin ADS-B Receiver system, FAA and BVLOS (Visual Observer Model) Compliance review and set-up, delivery, implementation, training, customer support, unlimited users, unlimited data storage, unlimited maintenance, repairs, and battery replacements. The Premium Package also provides connectivity for up to three (3) Livestream Drones.	1	\$37,000.00 / year	\$33,670.00 / year after 9% discount for 5 years
Add-On Docking Station (Premium DFR) The Add-On Docking Station is an all-inclusive annual subscription fee which includes the integration and connectivity for one (1) Docking Station to Watchtower Software under the Premium DFR Package. This add-on connectivity includes unlimited maintenance & repairs and replacements on the device.	3	\$12,000.00 / year	\$32,760.00 / year after 9% discount for 5 years
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes one (1) EXT Module and connectivity for one (1) drone to Watchtower Software under the Premium DFR Package. This add-on connectivity includes annual battery replacements when the drone or batteries are purchased through Paladin.	2	\$12,000.00 / year	\$21,840.00 / year after 9% discount for 5 years
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes one (1) EXT Module and connectivity for one (1) drone to Watchtower Software under the Premium DFR Package. This add-on connectivity includes annual battery replacements when the drone or batteries are purchased through Paladin.	1	\$12,000.00 / year	\$5,000.00 / year after \$7,000.00 discount for 5 years

Item & Description	Quantity	Unit Price	Total
Add-On Livestream Drone The Add-On Livestream Drone is an all-inclusive annual sub- scription fee which includes: • Watchtower connectivity to one (1) compatible select drone (sold separately) for Livestreaming via SMS and URL link This product also includes Unlimited Cloud Data Storage for the subject drone.	3	\$2,000.00 / year	\$0.00 / year after \$6,000.00 discount for 5 years
DJI Dock 1 Set (+M30T) DJI Dock 1 Set which inclues a DJI M30T + Batteries + RC, one time purchase	2	\$30,000.00	\$30,000.00 after \$30,000.00 discount
Annual subtotal			\$93,270.00 after \$21,730.00 discount
One-time subtotal			\$30,000.00 after \$30,000.00 discount
Total			\$123,270.00
Total contract value			\$496,350.00

Purchase terms

Questions? Contact me



Josh Nassau
josh.ny@paladindrone.io

Paladin Drones, Inc.
10200 Richmond Ave
STE 272
Houston, Texas 77042
United States

PALADIN ORDER FORM

1. **Parties:** This Agreement (“**Agreement**”) is entered into on **5/1/2025** (“**Effective Date**”), by and between Paladin Drones, Inc., a Delaware corporation having its principal place of business at 11241 Richmond Ave, Ste E102, Houston, TX 77082 (hereinafter, “**Paladin**”) and **The City of Roswell, NM** with an address of **128 W 2nd St, Roswell, NM** (hereinafter, “**Customer**”); and collectively the “**Parties**.”
2. **Consideration.** WHEREAS Customer agrees to pay the amount listed under Exhibit A of this Order Form; AND WHEREAS, Paladin agrees to provide drone services and equipment; THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, Customer and Paladin agree as follows:
3. **Definitions.** All definitions under this contract are subject to the definitions listed under the attached Terms and Conditions (hereinafter, “Exhibit B”).
4. **Incorporation of Exhibit.** This Agreement includes Paladin Quote (i.e., Exhibit A), Paladin Terms & Conditions (i.e., Exhibit B), and Additional Terms and Conditions (i.e., Exhibit C).
5. **Superseding Clause of Exhibits.** Paladin Terms and Conditions (i.e., Exhibit B), is superseded by Additional Terms and Conditions (i.e., Exhibit C).

Initial Effective Date: 5/1/2025 Final Term End Date: 4/30/2030 Pricing Package: Premium DFR (VO Model)		Billing Frequency: Annually Payment Terms: Net 30 days Price: See Exhibit A
---	--	---

6. **Services.** As part of the Onboarding Services, Paladin will provide Implementation Services. Subject to the terms described infra, Paladin will grant Customer access to the Watchtower software, and provide Support Services during an Active Term. The same will be offered with each Renewal Term.
7. **Fees.** Paladin will charge Customer a recurring Annual Subscription Fee in accordance with this Agreement. Paladin’s offered Price (see Exhibit A) is only available for sixty (60) from the date of the offer. The Subscription Fee has a minimum term of one (1) year from the date set forth in Exhibit B. Renewal Terms will begin on the date of the Renewal Agreement. Customer understands that additional drones can only be added at the beginning of a Term. Upon full payment of any Term, Customer will own the Drone free and clear of any lien or interest by Paladin.
8. **Implementation Services.** During any Active Term, Customer is granted Implementation Services at any time during an Active Term, which include but are not limited to customized Customer support, training, and Onboarding Services (*see Exhibit B Sec. 1 for details*).

9. **Billing.** Unless otherwise provided in Exhibit C, all Fees will be due and payable in advance on the terms indicated herein, and each invoice will be emailed to the Customer's billing contact indicated below. Customer accepts an emailed invoice as an actual invoice and will not require a written invoice as a condition for payment.
10. **Renewal Term.** The Agreement is subject to renewal on the terms set forth in Exhibit B. The Pricing Package applicable for each Renewal Term will be determined based on the aggregate amount of Customer Selected Applications at the time of renewal. Exhibit A's pricing offer is only available for sixty (60) days from the date of the offer. *See* specific pricing in Exhibit A. The Customer understands that they may add additional Drone(s) throughout any term and that **Adding a Drone will dissolve the remainder of the Active Term and start a Renewal Term from the date of the renewal Agreement's respective Exhibit B.**
11. **Termination.** The Agreement is subject to early termination on the terms set forth in Exhibit B.
12. **Time of the Essence.** Time is of the essence in the performance of Parties' obligations herein.
13. **Entire Agreement.** By executing this Agreement, each party agrees to be bound by its terms, and the Incorporated Documents, collectively the "Agreement." This Agreement contains the entire agreement among the Parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto, unless set forth in a document executed by the Parties contemporaneously with this Agreement. If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Paladin and Customer, the terms of this Agreement shall control, but shall be superseded only by terms in Exhibit C, which shall be Customer's additional terms.
14. **Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under the Agreement, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Paladin IP.
15. **Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, PALADIN IP IS PROVIDED "AS IS," AND PALADIN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET

FORTH IN THE TERMS & CONDITIONS.

16. Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

17. Authority to Execute Agreement. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Paladin Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

(Signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

PALADIN DRONES INC.

By:

Name: Divy Shrivastava

Title: CEO

CITY OF ROSWELL, NM

By:

Name:

Title:

The terms and conditions of this Agreement govern all transactions contemplated by this Agreement, including all orders by Customer. Any proposed purchase order and/or other document submitted by Customer is null and void.

Exhibit A
PALADIN QUOTE

[See attached.]



Roswell Police Dept, NM

Roswell Police Dept, NM

PO Box 1994
Roswell, NM 88202
US

Reference: 20250311-141831730

Quote created: March 11, 2025

Quote expires: May 30, 2025

Quote created by: Josh Nassau

josh.ny@paladindrone.io

Michael Fry

m.fry@roswell-nm.gov
(575) 624-6770 ext. 4171

Comments from Josh Nassau

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a five (5) year term.

Negotiated discount of 9% on annual recurring line items based on 5 year agreement. Honoring \$30,000 discount on second docking station one-time purchase

Annual Pricing is as follows:

Year 1: \$123,270

Year 2: \$93,270

Year 3: \$93,270

Year 4: \$93,270

Year 5: \$93,270

Products & Services

Item & Description	Quantity	Unit Price	Total
Premium DFR Package (VO Model) The Premium DFR Package is an all-inclusive base annual subscription fee which includes one (1) EXT Module, connectivity for one (1) drone to Watchtower Software, one (1) Paladin ADS-B Receiver system, FAA and BVLOS (Visual Observer Model) Compliance review and set-up, delivery, implementation, training, customer support, unlimited users, unlimited data storage, unlimited maintenance, repairs, and battery replacements. The Premium Package also provides connectivity for up to three (3) Livestream Drones.	1	\$37,000.00 / year	\$33,670.00 / year after 9% discount for 5 years
Add-On Docking Station (Premium DFR) The Add-On Docking Station is an all-inclusive annual subscription fee which includes the integration and connectivity for one (1) Docking Station to Watchtower Software under the Premium DFR Package. This add-on connectivity includes unlimited maintenance & repairs and replacements on the device.	3	\$12,000.00 / year	\$32,760.00 / year after 9% discount for 5 years
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes one (1) EXT Module and connectivity for one (1) drone to Watchtower Software under the Premium DFR Package. This add-on connectivity includes annual battery replacements when the drone or batteries are purchased through Paladin.	2	\$12,000.00 / year	\$21,840.00 / year after 9% discount for 5 years
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes one (1) EXT Module and connectivity for one (1) drone to Watchtower Software under the Premium DFR Package. This add-on connectivity includes annual battery replacements when the drone or batteries are purchased through Paladin.	1	\$12,000.00 / year	\$5,000.00 / year after \$7,000.00 discount for 5 years

Item & Description	Quantity	Unit Price	Total
Add-On Livestream Drone The Add-On Livestream Drone is an all-inclusive annual sub- scription fee which includes: • Watchtower connectivity to one (1) compatible select drone (sold separately) for Livestreaming via SMS and URL link This product also includes Unlimited Cloud Data Storage for the subject drone.	3	\$2,000.00 / year	\$0.00 / year after \$6,000.00 discount for 5 years
DJI Dock 1 Set (+M30T) DJI Dock 1 Set which inclues a DJI M30T + Batteries + RC, one time purchase	2	\$30,000.00	\$30,000.00 after \$30,000.00 discount
Annual subtotal			\$93,270.00 after \$21,730.00 discount
One-time subtotal			\$30,000.00 after \$30,000.00 discount
Total			\$123,270.00
Total contract value			\$496,350.00

Purchase terms

Questions? Contact me



Josh Nassau
josh.ny@paladindrone.io

Paladin Drones, Inc.
10200 Richmond Ave
STE 272
Houston, Texas 77042
United States

Exhibit B
PALADIN Terms and Conditions

[See attached.]

EXHIBIT B

Paladin Terms and Conditions

PALADIN'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (hereinafter, "**Terms & Conditions**").

By executing the Order Form, the Customer agrees to be bound by these Terms.

1. Definitions and Provisions

Capitalized terms used in the "Agreement" have the meanings set forth in this section.

"Active Term" means a term for which Customer has a current subscription for service from Paladin. Active Terms become "Inactive Terms" upon the completion of their specified period and may be partitioned by several Implementation Periods which are limited by the Term End Date (e.g., If the contract is for three years, the active term shall be the three years, and each year shall be an Implementation Period).

"Add-Ons" means the addition of one or more Drone (e.g., M30, M30T, M350, etc.) and/or Drone with a Docking Station under the Advanced Package.

"Advanced Package" means one of three Package types that includes a Paladin issued M30T Drone, or similar, fitted with an EXT Module and Docking Station. This package does not require Client to provide its own Drone. This is the top package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. Upon payment of the initial Implementation Period Client will own the provided Drone, and EXT module, and Docking Station. At Client's option, it may renew its term and add Add-ons. The Watchtower software will serve the hardware.

"Aggregated Statistics" means data and information related to Customer's use of the Services that are used by Paladin in an aggregate and anonymized manner, including statistical and performance information related to the Services to improve its products and services.

"Agreement" means, collectively and to the extent applicable the Paladin Order Form, these Terms & Conditions (i.e., Exhibit B), Exhibit A, and Exhibit C, and any other Incorporated Documents.

"Application Obligations" means, collectively, Customer's debt, and other financial obligations relevant to the Application Services.

"Application Services" means management and compliance software-as-a-service application. Generally, this refers to but is not limited to the Watchtower software. These services are included during an Active Term.

"Appropriate Security Measures" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by Paladin.

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services. Additionally, any user of the provided Software, and/or Equipment with the explicit, implicit, or tacit authorization of Customer.

"Confidential Information" means any information in any form related to the Agreement, disclosed by a party (the **"Discloser"**), or disclosed on behalf of such party by its affiliates or representatives, to another (the **"Recipient"**), including without limitation any trade secrets, technology, technical data, source code, object code, software, inventions, know-how, information that Discloser considers and treats as confidential, or that a reasonable person would believe is confidential based on the nature of the information. Confidential Information does not include information that (i) at the time of disclosure, is available to the general public, (ii) becomes available to the general public through no fault of Recipient, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to Discloser, (iv) is known to Recipient at the time of disclosure, as demonstrated by documentary evidence, (v) is developed independently by Recipient without access to any of Discloser's Confidential Information, or (vi) is approved for disclosure by prior written permission of Discloser or a corporate officer, including without limitation pursuant to the terms of this Agreement.

"Customer" means the person or entity purchasing the Services as identified in the Order Form.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"Customer Terms" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form, and/or as contained in Exhibit C. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"Delivery Date" means the first day of delivery of the included equipment.

"Delivery Point" means the location agreed by Parties to be where Customer shall receive their Equipment. If no designation is made then the default delivery point shall be the address listed on the Paladin Purchase Order for Customer.

"Documentation" means any documents, FAA certification and the documents and processes required for the acquisition of such, training materials, information, directions, explanations, or material, concerning the Equipment and/or the Watchtower Products, whether produced by or for Paladin, for the use of the Equipment and/or Watchtower

Software, in whatever form, and including without limitation the Specifications. Including, Paladin's end user documentation and content, regardless of media, relating to the Services made available from time to time on Paladin's website at paladindrone.io.

"Drone" means an unmanned aerial vehicle (UAVs), and refers to Select Drone(s) by Customer.

"Drone as a Service Fees" has the meaning set forth in Section 6 (Prices and Fees) of this Agreement.

"Effective Date" means the date that the Agreement designates in its Terms as "Effective Date". Refer to Exhibit A and C. If no Effective Date is designated by the Parties, then the default Effective Date is the date Client signed the Agreement (i.e., Paladin Purchase Order Form and Exhibit B).

"Equipment" means (1) EXT Module; (2) Select Drone; and/or (3) Docking Station.

"Fee" means an amount owed for services pursuant to the Agreement.

"Feedback" means any comments, questions, suggestions, or similar feedback transmitted in any manner to Paladin, including suggestions relating to features, functionality, or changes to the Paladin IP.

"Governing State" means the State of Delaware.

"Government Entity" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Period" for a twelve (12) month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter.

"Implementation Services" means the services provided to Customer during an Implementation Period (i.e., on an annual basis as limited by the Term End Date), including tailored Customer support, instructions, review of Application Obligations, and entry of relevant Customer Data.

"Inactive Term" means any period that is not an Active Term and usually follows the end of a subscription period when no renewal for service is made prior to the end of that Active Term.

"Incorporated Documents" means, collectively, Exhibit A, Exhibit B, Exhibit C.

"Initial Term" means the term of the services beginning on the Effective Date and

ending on the term End Date, as established in the Paladin Order Form (see pg. 1, section 5).

"Intellectual Property Rights" means all intellectual property and proprietary rights anywhere in the world under the laws of any state, country, territory, and/or other jurisdiction, as may now exist or hereafter come into existence, whether statutory, common law, or otherwise, including without limitation any and all patent rights (including patent applications and disclosures), copyright rights, trade secret rights, moral rights, know-how, database rights, mask work rights, rights of publicity, Marks (whether registered or unregistered), and all goodwill relating to the foregoing and any and all applications therefore and registrations, renewals, and extensions thereof. "Mark" means any trademark, trade name, trade dress, service mark, corporate name, design, logo, device, domain name, and/or other indicator of the source or origin of any product or service.

"Launch Package" means one of three Package types that includes a Paladin issued M30 Drone fitted with its EXT Module. This package does not require Client to provide its own Drone. This is the middle package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. At the end of the Agreement Term Client will own the provided Drone and EXT module and may at Client's option renew its term and Add-Ons. The Watchtower software will serve the hardware.

"Legal title" means unconditional ownership of a tangible asset.

"Offer" means a conditional proposal made by a Party, which becomes legally binding if accepted by the offeree.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the service Term.

"Order Form" means (1) the order document executed and delivered by Paladin and Customer for the Initial Term or (2) to the extent applicable, any subsequent Order Form document executed and delivered by Paladin and Customer for any Renewal Term.

"Package Type" means the selected package by Customer to facilitate its Drones. Customer may select from the following packages: Turn-Key, Launch, or Advanced.

"Paladin" means Paladin Drones Inc., d/b/a Paladin, a Delaware corporation, and its permitted successor and assigns.

"Paladin IP" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by Paladin arising from or related to the Services, Documentation, or Feedback; and (2) any

intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"Paladin Order Form" means the document named Paladin Order Form, and incorporated into these terms herein by reference, and which when executed by both parties hereto, shall form a part of Party's Agreement and Parties agree to be subject to its terms.

"Privacy Policy" means, collectively, Paladin's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to Paladin's website, in general, and as updated from time to time in accordance with their terms found at <https://paladindrone.io/privacy-policy/>.

"Provided Software" means any software which Paladin has made available by any means to Customer. Generally this refers to but is not limited to the Watchtower software.

"Regular Use" means in accordance with the terms of this Agreement, autonomous flight and manual control of the drone through Paladin's Watchtower Software

"Renewal Agreement" means an Agreement that follows or extends a former Agreement for the purpose of extending or maintaining a service with Paladin.

"Renewal Term" means any Active Term that is renewed subject to the terms of an Agreement, or Renewal Agreement but prior to becoming an Inactive Term.

"Section number (#)" means any section within this document that is referenced to with its section number and/or subsection (e.g., where a section refers to section 3, then this means that the terms in section 3 are to be read to have been replicated in that referencing section).

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"Select Drones" means Drones that are offered based on the selected Package Type. Not all Drones are available for each package.

"Specifications" means those standards by which the Equipment and Watchtower Products must be operated, as set forth in Schedule C attached hereto and incorporated herein by reference.

"Support Services" means the general maintenance services and technical support provided in connection with the Application.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Final Term End Date" means, the date no Renewal Term or Implementation Period shall proceed the last Active Term and the Services will terminate.

"Turn-Key Package" means one of three Package types that allows Customer to

bring their own Drone that is compatible with Paladin's EXT Module. This package is serviced by Paladin's Watchtower Software. This is the basic package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage.

"Unlimited Warranty" means during the life of the contract Paladin will repair, or replace, any provided equipment that is acquired under either the Launch Package and Advanced Package. These warranties are applicable only when Customer has used products in accordance with the terms of this agreement.

"User-error" means, while any Select Drone is being operated by a Pilot in Command (PIC) the Drone sustains damage as a result of the PIC's direct control.

"Usage Policy" means, collectively, Paladin's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to Paladin's website and as updated from time to time in accordance with its terms.

"Watchtower Products" means the Watchtower Software.

"Watchtower Software" means the primary software licensed to allow users to interface with Select Drone(s), commission flight, develop, retain, and store data and reports for Parties analysis, view the live stream, and send commands to the drone during active situations.

"Website" means the websites of Paladin Drones, Inc., the primary web page URL of which is <https://paladindrone.io/>.

2. Access and Use.

a. Provision of Access. Subject to the terms and conditions of the Agreement, Paladin grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. Paladin will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services. Paladin agrees to provide instructions to the Customer, employees, agents, and related entities bound under the Agreement, to maintain the airworthiness of its drone(s) so that it is in a condition that is ready for service. Paladin will instruct Customer how to maintain all proper licensing and registration for itself and the drones so that they can legally be used for Customer's purposes when called upon.

b. Documentation License. Subject to the terms and conditions of the Agreement, Paladin grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes. Paladin does not exercise any control over the Drone or equipment

when it is in flight and Customer while using any features in the Documentation is the sole operator controlling the Drone, and or equipment.

c. Customer Responsibilities. Customer is responsible and solely liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

d. Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. During the Term hereof, Customer shall not use the Equipment, Watchtower Products, and/or Documentation for any purposes except as set forth in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Watchtower Products and/or Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Watchtower Products and/or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Watchtower Products and/or Documentation, in whole or in part; (iv) reverse engineer, disassemble, or gain access to the interior components of the Watchtower Products and/or Documentation; (v) remove any proprietary notices from the Watchtower Products and/or Documentation; or (vi) use the Watchtower Products and/or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or entity, or that violates any applicable law. The Customer is responsible and liable for all uses of the Watchtower Products and/or Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

e. Protection of Equipment Trade Secrets. Customer acknowledges and agrees that the design, construction, and internal components, and other elements, of the Equipment provided under this Agreement are Confidential Information (and may include valuable trade secrets) and, as such, is protected under the terms of this Agreement. Customer agrees that any Disclosure of such would cause Paladin irreparable injury and damage without a need to prove the same. To ensure the protection of such information, Customer acknowledges its duty to implement reasonable precautions not to— open or disassemble the Equipment, nor any piece or component thereof, nor to otherwise investigate the internal components and operations of any of the Equipment. Customer agrees to use reasonable precautions to protect the Equipment from theft, inspection, investigation, discovery of the Equipment's components, design, construction, and/or other

elements, and any unauthorized use.

f. Suspension. Notwithstanding anything to the contrary in the Agreement, Paladin may temporarily suspend Customer's and any Authorized User's access to any or all the Services if:

(1) Customer is more than 45 days late in satisfying: All Application Obligations; Fees then due, or in accordance with, the terms of the Agreement.

(2) Paladin reasonably determines that:

(A) there is a threat or attack on any of the Paladin IP;

(B) Customer's or any Authorized User's use of the Paladin IP disrupts or poses a security risk to the Paladin IP or to any other customer or vendor of Paladin;

(C) Customer, or any Authorized User, is using the Paladin IP for fraudulent or illegal activities; or

(D) Paladin's provision of the Services to Customer or any Authorized User is prohibited by applicable law.

(3) Any vendor of Paladin has suspended or terminated Paladin's access to or use of any third-party services or products required to enable Customer to access the Services (i.e., "**Service Suspension**"). Paladin will use commercially reasonable efforts to—

(i) provide written notice of any Service Suspension to Customer,

(ii) provide updates regarding resumption of access to the Services, and

(iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Paladin is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur because of a Service Suspension.

g. Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, Paladin may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Paladin and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Paladin. Paladin may compile Aggregated Statistics based on Customer Data input into the Services. Paladin may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, Paladin's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, Paladin will use commercially reasonable efforts to make the Application Services and Support Services available. Paladin will assist Customer in applying for FAA BVLOS waivers and instruct Customer to operate equipment in a legal manner. Paladin will start with one deployment location at a time and continue progressively until the agreed upon number of deployment locations for all UAS. In an effort to aid in Paladin's BVLOS process,

Paladin will provide training materials to the Customer which may enable it to self certify employees as Visual Observers (VOs). Paladin will provide training to officers on how to access and utilize the Paladin Watchtower in a “train the trainer” model.

Paladin will teach Customer how to dispatch the Hardware using the Software to emergency calls. Customer warrants that only personnel authorized by Customer may have access to the Live Stream from the drone. Customer will be taught on how to use Paladin’s software to view and stream on any compatible internet-connected device. Paladin will apply for Certificates of Authorization (i.e., “COA”) from the FAA on behalf of Customer and provide related training. Customer understands that Paladin will not provide FAA, Part 107, training. Customer agrees that only Authorized personnel who have undertaken training from Paladin may have access to the Paladin Watchtower software, which can convey the status of the drone, and how to tell the drone to conduct additional maneuvers if needed. All operations will be conducted by a Pilot in Command (PIC), who may be an FAA-certified pilot, and have manual override control of the drone to prevent malfunctions. Customer will provide the PICs needed to sustain this program.

Paladin’s training shall consist of: :

1. Showing how to access Watchtower on their respective internet devices.
2. Showing how to view a live stream through the application.
3. Showing how to control the drone using the application.
4. Showing how to report problems if they come across them on the application.
5. After the initial training, and upon the written request of the Customer, Paladin will schedule a training course for new hires and to aid in maintaining Customer’s FAA compliance.

a. Paladin will provide training for the Customer to use the Equipment. This training will consist of:

1. Going over the maintenance list for the drone, and how to maintain airworthiness.
2. Teaching how to fly the drone autonomously using Watchtower.
3. Teaching how to fly the drone manually using the remote control.
4. Teaching how to fly the drone via LTE.
5. Teaching how to attach, detach, activate, deactivate, the LTE module that attaches to the drone and gives it LTE capabilities.

4. Fees and Payment.

a. Fees. Customer will pay Paladin the fees (“Fees”) set forth in the Order Form. Paladin will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Agreement (e.g., Exhibit A). Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, Paladin may, without limiting any of its other rights, after a five (5) day grace period, charge interest on the past due amount at the lowest of (1) the rate of 5% per month, (2) the rate established in Exhibit C, or (3) the maximum rate permitted under applicable law. Customer agrees to reimburse Paladin for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys’ fees.

b. **NET 30: PAYMENT IS DUE WITHIN 30 DAYS OF THE PALADIN ORDER FORM'S EFFECTIVE DATE.** The set-up process for all services and software begins upon receipt of the (1) signed Agreement (e.g., Paladin Purchase Order) and (2) the receipt of payment. If applicable, payment must include any Add-On(s) (i.e., physical equipment) purchased by Customer. Refunds are strictly waived by Client and agree that all sales are final. Client has the option to upgrade a Package Type at the end of any 12 month term, during an Active Term. If an upgrade is requested Parties must resign a new Agreement (i.e., Paladin Order Form). Payment is due according to the terms of the Agreement every 12 months from the Effective Date.

c. **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on Paladin's income. If Customer is a non-government entity, the Agreement Price (e.g., Exhibit A and C) will designate the total tax owed. Client agrees to be solely responsible for any tax obligations relating to its purchase, and if any errors are discovered or later calculated, Client agrees to cure any tax obligations as soon as practicable.

5. **Equipment Provided to Customer**

a. **Conditional Ownership.** Paladin offers to sell to Customer a service Package Type. Based on the selection made by Customer, Paladin shall grant an (1) EXT Module; (2) Select unmanned Drone; and/or (3) Docking Station. In the event Customer selects Add-Ons, they will be granted by Paladin and Legal Title shall pass to the Customer upon full payment of the Initial Term.

b. **Pricing:** Paladin's Order Form shall designate the offered price for services described in its Exhibit A (i.e., part of its Incorporated Documents).

c. **Batteries:** Each year, as specified in the Paladin Order Form, Customer shall be entitled to a designated number of batteries compatible with their Drone. These batteries are included at no additional charge; however, customer shall have the option to purchase extra batteries.

d. **Repairs:** Paladin warrants the repairs of Equipment it provides to the Customer, so long as the Equipment's use was in accordance with this Agreement, and in the event of Equipment damage, such damage is not caused by a 3rd party regardless of if the act was intentional or accidental, or Client's user-error and/or negligence. Autonomous flight in accordance with the proper use of the Watchtower software even if resulting in Equipment damage will be replaced at no cost to Client.

e. **Delivery.** Paladin shall make the Equipment available to Customer at Customer's address set forth in the Paladin Order Form. Transportation and use of the Equipment after delivery at the Delivery Point, shall be entirely at Customer's own risk and expense. If Customer disassembles the Equipment to facilitate transportation, Paladin shall bear no responsibility for reassembly of the Equipment or any related defects. If for any reason Customer fails to accept delivery of the Equipment by the date fixed in the

Agreement or pursuant to Paladin's notice that the Equipment is available at the Delivery Point, or if Paladin is unable to make the Equipment available at the Delivery Point within a reasonable time after the Delivery Date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate access to Delivery point, facilitation to access Delivery point, instructions, documents, licenses, access, clearance and/or authorizations: (i) Customer shall bear the risk of loss to the Equipment; (ii) the Equipment shall be deemed to have been delivered; and (iii) Paladin, at its option, may store the Equipment until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

6. Loss And Damage Of Equipment

- a. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of equipment, from any cause. LOSS OR DAMAGE TO THE EQUIPMENT, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. The customer's obligations with respect to the aforementioned shall commence upon delivery of the equipment.
- b. Customer agrees to immediately notify Paladin of any accident or event of loss or damage involving the Equipment. The notification shall include any information as may be pertinent to Paladin's investigation of such accident, loss, or damage, or which Customer may reasonably require.
- c. Subject to Section 2 supra and in accordance with the terms in Section 9, infra, Paladin offers repairs and replacements to Customer's equipment that was purchased from Paladin and at the time of equipment failure had an Active Term under the Launch package or Advanced package.

7. Confidential Information

a. During any Active Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). Paladin's Confidential information includes the Paladin IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

b. To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and

attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Paladin's Services and internal operations. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

c. On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Notwithstanding anything to the contrary in section seven (7), Paladin may store, collect, analyze, and make unrestricted use of any data on its platform for the improvement of its services, customer support, and in accordance with meeting its obligations under this Agreement and under section eight (8)(b).

d. Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the Effective date of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement indefinitely.

e. Notwithstanding anything in Section seven (7) to the contrary, if Customer is a Government Entity, then Paladin expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

f. **Mutual Restrictions.** Recipient shall use Discloser's Confidential Information only for the purposes of this Agreement (the "**Purpose**"). Except as permitted in this Agreement, Recipient shall not disclose to any third party any of Discloser's Confidential Information that is obtained directly or indirectly from Discloser or its affiliates or representatives. Recipient may only disclose the Confidential Information of Discloser to its representatives who are required to have it to further the Parties' purpose and/or obligations herein. Recipient must inform any such representative of the confidential nature of the information and cause the representative to comply with the terms of this Agreement as if it were the Recipient, and Recipient will be liable for any breach of this Agreement by any such representative, agent, or delegatee. Recipient will exercise the highest degree of care toward the Confidential Information. Recipient agrees to take all reasonable steps to protect the secrecy of, and avoid disclosure or use of, the Discloser's Confidential Information in order to prevent it from falling into the public domain or possession of unauthorized persons. Recipient agrees to immediately notify Discloser in writing of any use and/or disclosure in violation of this Agreement. Each party, however, may disclose Confidential Information of the other pursuant to the order or requirement of a court, federal agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement. Recipient agrees and

acknowledges that any such breach or threatened breach of these terms of confidentiality may cause irreparable injury to Discloser so that, in addition to any other remedies available, Discloser may seek injunctive relief against the threatened or actual breach. Without limiting the generality of the foregoing, Customer shall continue to protect the Confidential Information of Paladin in perpetuity, as it relates to trade secrets contained in the Equipment and/or Watchtower Products.

8. Intellectual Property

a. Paladin IP. As between Customer and Paladin, Paladin owns all Paladin IP: rights, title, and interest.

b. Customer Data. As between Parties, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Paladin a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for Paladin to improve its Services and provide the Services to Customer.

c. Customer acknowledges and agrees that Paladin and its licensors and suppliers retain and own all rights, legal title, and interests in and to all Intellectual Property Rights therein of the following: (i) the Paladin Website, Watchtower Products, Watchtower Software, Watchtower Website Portal, Paladin Services, and any and all other services and products related thereto; (ii) the components and any and all other materials, content, data and/or information provided and/or made available by Watchtower in connection with any of the foregoing (but excluding content and/or data provided exclusively by Customer and Equipment purchased by Customer); all know-how and proprietary design and configuration of the Equipment; and (iii) any and all configurations, derivative works, developments, modifications, adaptations, changes, alterations, edits, conversions, improvements and/or the like made to, arising out of, and/or resulting from any of the foregoing. All rights not expressly granted under this Agreement, are reserved to Paladin and its licensors and suppliers, and there are no implied rights. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a right or license to any party's Intellectual Property Rights or proprietary technology other than in strict accordance with the terms of this Agreement. Customers, its Authorized Users, and all other Users acknowledge and agree that Paladin and its licensors, suppliers, vendors, and/or its third party vendors shall own all right, title, and interest in and to all Intellectual Property Rights in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customers, Authorized Users, and/or all other Users relating to the Watchtower Products, and Paladin Services, without any limitations, restrictions, and/or requirement of compensation, including without limitation all unpatented inventions, patent applications, patents, design rights, copyrights, Marks, know-how, and other trade secret rights, and all other Intellectual Property Rights, derivatives or improvements thereof.

d. Effect of Termination. Without limiting either party's obligations this Agreement, Paladin, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the

Agreement to permit Customer to retrieve its Customer Data and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such a period, Paladin may destroy any Customer Data in accordance with Paladin's data retention policies.

9. Warranties & Disclaimers.

- a. When Customer is engaging in Regular Use through the Watchtower Software, Paladin shall: (A) provide all three packages (i.e., Turn-key, Launch, and Advanced) unlimited updates and repairs of their EXT Module and Watchtower software during any Active Term; (B) provide unlimited repairs to the M30T drone and provide replacement parts and related instructions for any wear and tear on propellers and batteries; and (C) provide to Customers who selected the Advanced Package unlimited repairs to their Docking station.
- b. Notwithstanding the aforementioned, no maintenance or repairs shall be provided in the event of non-regular use, intentional damage, third-party damage, or when Paladin's insurance provider(s) for any reason declines to cover the claim. However, despite the aforementioned, Paladin will reserve the discretion to make repairs despite noncoverage.
- c. Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation. Paladin does not make any representation, warranty, or guarantee regarding availability of the Application Services.
- d. Paladin warrants upon delivery, that at a minimum, all drones are maintained and operated in material accordance with:
 1. All applicable manuals inclusive but not limited to the manufacturers and operators' maintenance manuals;
 2. Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA;
 3. The manufacturer's airworthiness limitations;
 4. Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and
 5. Service Bulletins.
- e. Customer Warrants and is solely responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable Federal Aviation Administration regulations and that all have the necessary skill required to perform their duties.
- f. IN ORDER TO BE IN COMPLIANCE WITH THIS AGREEMENT'S TERMS OF USE, CUSTOMER MUST:
 - i. PER FAA REGULATIONS, A MINIMUM OF ONE PILOT IS REQUIRED TO OPERATE EACH DRONE.
 - ii. WORK WITH PALADIN TO GET BVLOS WAIVERS FOR THE CUSTOMER TO FULLY USE PALADIN'S PRODUCT AND SERVICES.

- iii. TRAIN CUSTOMER TO BE VO'S SO THAT THE CUSTOMER CAN HAVE FAA-COMPLIANT AND SAFE BVLOS OPERATIONS.
- iv. IF CUSTOMER CONNECTS PALADIN'S SOFTWARE TO THEIR COMPUTER AIDED DISPATCH (CAD) SYSTEM OR THIRD PARTY INTEGRATION SOFTWARE (i.e., NON-PALADIN APPLICATION PROGRAM INTERFACE "API"), PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS TO SAID CAD SYSTEM OR API. PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS AT NO COST TO PALADIN AND FURTHER GRANTS A LICENSE TO PALADIN TO USE ANY CONNECTED API OR CAD SYSTEM TO RETRIEVE LATITUDE, LONGITUDE, AND OTHER INFORMATION ABOUT 911 CALLS AS THEY ARE PLACED.
- v. PALADIN WILL PROVIDE THEIR WATCHTOWER INTERFACE TO COMMAND THE EQUIPMENT AND ALLOW AUTHORIZED USERS TO ACCESS CONTROLS.

g. Security. Paladin has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

h. Paladin IP. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, PALADIN IP IS PROVIDED "AS IS," AND PALADIN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PALADIN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, PALADIN MAKES NO WARRANTY OF ANY KIND THAT THE PALADIN IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

i. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICE OFFERED, PROVIDED, OR AVAILABLE. ALL STATEMENTS CONCERNING THE AUTONOMOUS FLIGHT, EQUIPMENT AND PRODUCT COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN ADVERTISING, PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND THE CUSTOMER AND/OR BUYER ACKNOWLEDGE THAT THEY HAVE NO RIGHT TO RELY UPON SAME NOTWITHSTANDING ANY WARRANTY IN THE AGREEMENT AND SECTION 6

SUPRA. PALADIN OR ANY OF ITS SUBSIDIARIES MAKE NO WARRANTY AS TO THE QUALITY OF FLIGHT, DATA COLLECTION, OR ACCESS OF ANY SOFTWARE OR HARDWARE OR OTHER PRODUCTS AND SHALL NOT BE LIABLE FOR ANY LOSSES, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING UNDER OR IN CONNECTION WITH THE SAME. LIABILITY FOR DAMAGES OF ANY KIND SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PARTICULAR ORDER. IN PARTICULAR, PALADIN DRONES, INC. OR ANY OF ITS SUBSIDIARIES, AGENTS, OFFICERS, OR CONTRACTORS, OF ANY KIND, SHALL NOT BE LIABLE FOR LOSS OF LIFE, PROPERTY, REVENUES OR PROFITS OR CLAIMS OF ANY THIRD PARTIES.

j. **NO WARRANTY** SHALL APPLY TO (I) DEFECTS, ERRORS, DAMAGES, OR LOSS RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE RELATING TO CUSTOMER'S OR USER'S SYSTEM, COMPUTERS, SERVERS, AND/OR OTHER EQUIPMENT OR CUSTOMER'S USE; (II) ANY ACT OR OMISSION BY ANYONE OTHER THAN CUSTOMER; (III) POWER SHORTAGES, IRREGULARITIES, BUGS, GLITCHES, INACCURACIES, OR FAILURES; (IV) MODIFICATIONS OF THE EQUIPMENT AND WATCHTOWER PRODUCTS BY ANYONE OTHER THAN PALADIN; AND (V) ANY OTHER CAUSE BEYOND PALADIN'S CONTROL NOTWITHSTANDING THE AFOREMENTIONED, IN THE EVENT OF HARDWARE FAILURE OR DESTRUCTION OF THE DRONE, PALADIN WILL PROVIDE REPLACEMENTS SO LONG AS THE TERMS OF AGREEMENT HAVE NOT BEEN BREACHED AND THE FAILURE OR DESTRUCTION WAS NOT THE RESULT OF USER ERROR. PALADIN RESERVES THE RIGHT TO REPLACE EQUIPMENT DAMAGED BY USER ERROR. ANY DAMAGE CAUSED TO EQUIPMENT WHILE USING THE DRONE AS TRAINED BY PALADIN AND WHILE ENGAGING IN AUTOMATED FLIGHT SHALL BE REPAIRED AT NO COST TO CUSTOMER. IN THE EVENT THAT A REPAIR CANNOT BE ACCOMPLISHED THEN PALADIN WILL REPLACE THE DRONE OR EQUIPMENT AT NO COST TO CUSTOMER. CUSTOMER MUST NOTIFY PALADIN OF THE INCIDENT AND CO-OPERATE WITH ANY REASONABLE REQUESTS BY PALADIN TO FACILITATE THE REPAIR OF THE EQUIPMENT PRIOR TO REPLACEMENT.

k. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9 (WARRANTIES) HEREOF, THE EQUIPMENT, WATCHTOWER SOFTWARE, WATCHTOWER PRODUCTS, DOCUMENTATION, SERVICES, AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS." PALADIN MAKES NO REPRESENTATION OR WARRANTY OR PROMISE WHATSOEVER WITH RESPECT TO, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY (INCLUDING ALL UCC STATUTES), OR OTHERWISE, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

l. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, PALADIN DOES NOT WARRANT THAT THE

WATCHTOWER SOFTWARE AND/OR WATCHTOWER PRODUCTS ARE FREE FROM ERROR OR HARMFUL CODE AND/OR WILL RUN PROPERLY ON, AND/OR INTEROPERATE WITH, ALL HARDWARE AND/OR OPERATING SYSTEMS, THAT SUCH WILL MEET THE REQUIREMENTS OF CUSTOMER, OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR ANY USER OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION.

m. CUSTOMER MUST INFORM PALADIN WHEN PROPELLERS AND BATTERIES EXHIBIT SIGNIFICANT WEAR AND TEAR. THE CONDITION PRECEDENT TO SIGNIFICANT WEAR AND TEAR SHALL MEAN THAT THE OPERATION OF THE EQUIPMENT CANNOT OPERATE AT ITS ORIGINAL CAPACITY AND DURATION. UPON RECEIVING NOTICE, PALADIN SHALL PROVIDE PROPELLERS AND BATTERIES AT NO ADDITIONAL COST. CUSTOMER SHALL INSTALL NEW ACCESSORIES IN A TIMELY MANNER. CUSTOMER MUST PROMPTLY REPORT ANY DAMAGE TO EQUIPMENT AND DATE OF INSTALLATION OR UPGRADE.

10. LIMITATION ON LIABILITY

a. IN NO EVENT SHALL PALADIN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PALADIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. EXCEPT FOR COSTS DIRECTLY INCURRED BY PALADIN TO FULFILL THE EXPRESS WARRANTY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, IN NO OTHER INSTANCE SHALL PALADIN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PALADIN HEREUNDER FOR THE CURRENT ACTIVE TERM (I.E., TWELVE MONTHS) OF PALADIN'S PURCHASE ORDER, OR TO THE MAXIMUM LIMIT OF ITS INSURED, OR \$2,000,000.00, WHICHEVER IS LESS. IN NO EVENT WILL PALADIN BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT.

c. SUCH LIMITED WARRANTY SET FORTH ABOVE SHALL ONLY APPLY IF CUSTOMER (I) NOTIFIES PALADIN IN WRITING OF THE WARRANTY BREACH BEFORE THE EXPIRATION OF THE WARRANTY PERIOD; (II) HAS PROMPTLY INSTALLED ALL UPDATES, UPGRADES, AND/OR MAINTENANCE RELEASES PREVIOUSLY MADE AVAILABLE BY PALADIN; AND (III) AS OF THE DATE OF

NOTIFICATION, IS IN COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PAYMENT OF ALL PRICES AND FEES THEN DUE AND OWING. Furthermore, such warranty as set forth above shall not apply to the extent that the alleged breach and/or infringement arises and/or results from: (i) combination, operation, or use of the Equipment and/or Watchtower Products in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Paladin or specified for Customer's use in the Documentation, unless otherwise expressly permitted by Paladin in writing; (ii) modification of the Equipment and Watchtower Products other than: (a) by Paladin in connection with this Agreement; or (b) with Paladin's express written authorization and in strict accordance with its written directions and specifications; (c) use of any version of the Equipment and/or Watchtower Products other than the most current version or failure to timely implement any modification, update, and/or replacement of such made available by Paladin; (d) negligence, abuse, misapplication, or misuse of the Equipment and/or Watchtower Products or Documentation; (e) use of the Equipment, Watchtower Products, and/or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to the Documentation or Paladin's instructions; (f) events or circumstances outside of Paladin's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); and/or (iii) Open source components or other third-party materials.

d. Paladin exercises no control over the flow of information to or from the Application Service, Paladin's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although Paladin will use commercially reasonable efforts to take actions Paladin deems appropriate to remedy and avoid such events, Paladin cannot guarantee that such events will not occur. ACCORDINGLY, PALADIN DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

11. Indemnification.

a. Paladin Indemnification.

i. PALADIN **DOES NOT INDEMNIFY**, DEFEND, OR HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "**LOSSES**") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("**THIRD-PARTY CLAIM**") THAT THE APPLICATION SERVICES, OR ANY USE OF THE APPLICATION SERVICES IN ACCORDANCE WITH THE AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S US PATENTS, COPYRIGHTS, OR TRADE SECRETS.

ii. Customer will notify Paladin promptly, in writing of any Third-Party Claim, and agrees to indemnify Paladin of Third-Party Claim(s). Customer's indemnification obligation under this Section will not apply to the extent that the

alleged infringement arises from Paladin's use of the Application Services with any third party, unless such use is in accordance with this Agreement or intended for the service of Customer. This section will not limit Customer's duty to indemnify Paladin where a claim arises under Paladin's operations as they relate to Section 7, supra.

iii. If such a claim is made as stated above or appears possible, Customer agrees to permit Paladin, at Paladin's sole expense and discretion, to

1. (A) modify or replace the Paladin IP, or component or part of the Paladin IP, to make it non-infringing, or
2. (B) obtain the right for Customer to continue use.
3. (C) If Paladin determines that neither alternative is reasonably available, Paladin may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, Paladin promptly refunds or credits to Customer amounts Customer paid with respect to the Paladin IP that Customer cannot reasonably use as intended under the Agreement.
4. IF LEGALLY PRACTICABLE, ANY REFUND OWED BY PALADIN TO CUSTOMER WILL BE PRORATED, STARTING FROM THE DAY THAT ACTUAL NOTICE IS PROVIDED TO PALADIN IN WRITING OF ANY THEN EXISTING THIRD-PARTY CLAIM.
5. IN THE EVENT THAT PALADIN MUST UNWIND THE AGREEMENT AND REFUND CUSTOMER ALL PAYMENT(S), CUSTOMER MUST RETURN ALL EQUIPMENT PROVIDED IN THE SAME CONDITION IT WAS RECEIVED. IF THE EQUIPMENT IS DAMAGED, THE CUSTOMER AGREES TO ACCEPT THE REFUND OF ALL PAYMENT(S) LESS \$35,000.00 PER DRONE AND DOCKING STATION, OR \$25,000.00 PER DRONE ONLY.

b. Sole Remedy. THE AGREEMENT SETS FORTH CUSTOMER'S SOLE REMEDIES AND PALADIN'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL PALADIN'S AGGREGATE LIABILITY EXCEED \$2,000,000 TO CUSTOMER.

c. Customer Indemnification.

i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WILL INDEMNIFY, HOLD HARMLESS, AND, AT PALADIN'S OPTION, DEFEND OR REIMBURSE LEGAL FEES FOR PALADIN FROM AND AGAINST ANY CLAIMS OR LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER HEREBY RELEASES

AND FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD PALADIN, ITS RELATED ENTITIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (HEREIN COLLECTIVELY REFERRED TO AS THE "INDEMNITEE") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, PENALTIES, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTIONS, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER INCLUDING THOSE ASSERTED BY ANY THIRD PARTY, OR CUSTOMER (INCLUDING BUT NOT LIMITED TO, PERSONNEL OF THE CUSTOMER OR ITS ASSIGNEES, LICENSEES, SUBCONTRACTORS AND ALL OTHERS IN PRIVITY WITH CUSTOMER) INCLUDING WITHOUT LIMITATION ANY CLAIMS ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY (HEREIN COLLECTIVELY REFERRED TO AS THE "LOSS") IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH (i) A BREACH OF THE WARRANTIES PROVIDED HEREIN BY THE CUSTOMER; (ii) THE OPERATIONS OR SERVICES RENDERED AND/OR PERFORMED OR TO BE PERFORMED BY THE PARTIES IN ACCORDANCE WITH THE AGREEMENT (iii) CUSTOMER'S PERSONNEL, SUBCONTRACTORS, AGENTS, AND LICENSEES; (iv) USER-ERROR; OR (v) ANY NEGLIGENT ACTION, OMISSION, OR BOTH OF THE INDEMNITEE RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER THE INDEMNITEE IS NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR OTHERWISE) OF THE INDEMNITEE. ANY PAYMENTS BY CUSTOMER UNDER THIS PARAGRAPH ON BEHALF OF THE INDEMNITEE SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE INDEMNITEE AND SHALL NOT BE CONSIDERED THE INDEMNITEE'S EXCLUSIVE REMEDY.

ii. When Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates ANY such third party's property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement or the State in which the product is used, and/ or Federal Law then Customer agrees to be solely liable and shall hold harmless Paladin. Customer shall indemnify, defend, and hold harmless Paladin and its affiliates, and each of their and their respective officers, directors, employees, agents, subcontractors, permitted successors and permitted assigns from and against any and all expenses, losses, charges, damages, settlements, and/or similar or related costs incurred by Paladin resulting from any claim, allegation, demand, action, process, investigation by a third party. Without limitation to the following, Customer agrees to indemnify Paladin when: (i) Customer fails to comply with the Documentation, Specifications, and/or standards for operating the Watchtower Products and/or Equipment; (ii) any Intellectual Property Rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any: (a) use or combination of the Watchtower Products by or on behalf of Customers or any of its representatives

with any hardware, software, system, network, service, or other matter whatsoever that is neither provided by Paladin nor authorized by Paladin in this Agreement and the Documentation, or otherwise in writing; and (b) information, materials, or technology directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated, or used with, as part of, or in connection with the Watchtower Products, Equipment, and/or Documentation; (c) relating to all use, negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customers or any of its representatives with respect to the Watchtower Products, Equipment, and/or Documentation or otherwise in connection with this Agreement; or (d) relating to use of the Watchtower Products, Equipment, and/or Documentation by or on behalf of Customer or any of its representatives that is outside the purpose, scope, or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Paladin's instructions.

12. Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

i. The Initial Term of the Agreement will begin on the Effective Date and end on the FinalTerm End Date of the Paladin Order Form;

ii. The Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term.

1. After two renewals access to the Watchtower Portal is automatically revoked if not renewed by the End of the third Term.

2. The foregoing notwithstanding, this Agreement will survive for so long as any Paladin Order Form remains in effect. Paladin Order Form shall expire and/or terminate according to the terms set forth infra.

iii. each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with Paladin's then-current pricing packages published on Paladin's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

13. Termination. In addition to any other express termination right set forth in the Agreement:

i. Paladin may terminate the Agreement immediately if Customer breaches any of its obligations under the Agreement.

ii. Either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30

days, and the process to cure has not been initiated, after the non-breaching party provides the breaching party with written notice of such breach and demand to cure is sent to the address listed on the Paladin Order Form.

iii. IF:

1. Customer is a governmental entity, and
2. Sufficient funds are not appropriated to pay for Paladin's Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to Paladin.

iv. Additionally, either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if either party becomes subject voluntarily or involuntarily to any proceeding under any domestic bankruptcy.

v. If Customer has made its first Term payment for services covering 12-months, then in all cases of termination Customer will retain Legal Title to the hardware it obtained during that first Term. This includes all accessories provided to Client for the operation of the equipment, and all Services will terminate in accordance with this Agreement. If client purchases "Add-ons" at a later term, then Legal Title to the add-ons shall vest with Client upon full payment of the Active Term incorporating the add-ons. Furthermore, in the event a product is replaced by Paladin the replacement shall remain with Customer, and in all cases the Client shall return the original.

vi. Duties upon-termination. Following any termination, expiration, or cancellation of this Agreement or the licenses granted herein: (i) immediately upon receipt of Paladin's instructions, Customer will destroy or send to Paladin (at Customer's expense) all copies of the Watchtower Software and the Documentation; (ii) Customer's rights to continue to use the Watchtower Products and Documentation shall immediately cease; and (iii) all of Paladin's obligations hereunder shall cease (iv) all equipment in violation of subsection b(v) above must be returned to Paladin at the address provided at that time. As needed to accomplish the return and/or destruction of the Watchtower Software, Paladin may, in its sole discretion and at Customer's expense, provide services to assist Customer.

b. Survival. After this Agreement terminates or expires, the terms of this Agreement that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. The termination of this Agreement for any reason will not release either Party from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination in accordance with this Agreement.

14. Independent Contractor. The parties to the Agreement are independent contractors.

This Agreement does not create a joint venture or partnership between the Parties, and neither Party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other Party.

Customer shall make use of the services provided in accordance with the specifications of each Purchase Order as an independent contractor, having the sole right to control the details of and manner for performance of the use except that the same must be performed in accordance with the training and scope of use defined in the Agreement. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Customer is not authorized to commit Paladin to any agreements, and Paladin is not authorized to commit the Customer to any agreements, and the Customer shall not represent itself as the agent or legal representative of the Paladin. Further, the Customer shall not be entitled to participate in any of the Paladin benefits, including without limitation any health or retirement plans. The Parties shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. Paladin shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Customer or any other person consulted or employed by the Customer in performing Services under this Agreement. All such costs shall be the Customer's responsibility. Parties acknowledges that this Agreement and all Purchase Orders and any other Agreed Orders are lump sum contracts, and that Customer shall be solely responsible for all required withholdings including but not limited to taxes, social security taxes, and state unemployment taxes including but not limited to for Customer's employees, agents, or subcontractors, as well as all applicable sales taxes or use taxes on labor provided and materials furnished. No Taxes will be collected or paid by Paladin under this Agreement, except as required by law.

Paladin does not provide Workers Compensation Insurance or Workers Compensation benefits for Customer or its employees. If requested, Customer will furnish Paladin with Certificates of Insurance showing Customer to be covered by Workers' Compensation Insurance in such amounts and types of coverage as Paladin may specify. It is Customer's sole responsibility to: (1) Assume all expenses for any job injury or illness occurring to Customer or any of its employees, agents, officers, and others working under its direction; (2) provide safe working procedures for its employees; and when applicable (3) comply with the requirements of the Occupational Safety and Health Act of 1970 (OSHA). CUSTOMER WARRANTS THAT IT IS ADEQUATELY INSURED FOR INJURY TO ITS EMPLOYEES AND OTHERS INCURRING LOSS OR INJURY AS A RESULT OF THE ACTS OF CUSTOMER OR ITS EMPLOYEES OR SUBCONTRACTORS. CUSTOMER SHALL MAINTAIN ALL WORKERS' COMPENSATION AND LIABILITY INSURANCE AT ALL TIMES WHILE MAKING ANY USE OF SERVICES OR EQUIPMENT.

15. Waiver of Jury: ALL PARTIES ACKNOWLEDGE THAT ALL DISPUTES RELATED TO THIS AGREEMENT OR ARISING FROM THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT MUST BE SUBMITTED TO BINDING ARBITRATION. NOTWITHSTANDING, EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, DIRECTLY OR INDIRECTLY,

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

16. Choice of Law and Mandatory Venue. This Agreement shall be construed in accordance with the laws of the state of Delaware. CUSTOMER FURTHER HEREBY ACKNOWLEDGES, CONSENTS, STIPULATES, AND AGREES THAT ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS OR CAUSES OF ACTIONS RELATING TO THIS AGREEMENT, ANY WORK PERFORMED BY THROUGH OR UNDER CUSTOMER, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT INCLUDING WITHOUT LIMITATION THE VALIDITY, PERFORMANCE, INTERPRETATION, ENFORCEMENT OR ANY COMBINATION THEREOF, SHALL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION OF THE STATE OF DELAWARE OR FEDERAL COURT. CUSTOMER IRREVOCABLY WAIVES THAT ANY PROCEEDING BROUGHT IN DELAWARE HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

17. Mediation-Arbitration. Parties agree that all disputes, controversies or claims including any arising out of or relating to Services or Equipment provided by Paladin, its assignees or subcontractors, any warranties (express or implied), any issues or matters arising out of or related to this Agreement, or questions as to its interpretation including any breach thereof (herein referred to collectively as a "Dispute") may be submitted to non-binding mediation. IN THE EVENT THE EITHER PARTY OR BOTH ARE UNWILLING OR UNABLE TO RESOLVE THE DISPUTE BY MEDIATION, THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION. THE ARBITRATION SHALL BE GOVERNED BY DELAWARE LAW AND THE U.S. ARBITRATION ACT, 9 U.S.C. §§ 1-16, TO THE EXCLUSION OF ANY PROVISIONS OF STATE LAW THAT ARE INCONSISTENT WITH APPLICATION OF THE FEDERAL ACT. THE SUBMISSION TO MEDIATION OR ARBITRATION OF ANY DISPUTE ARISING DURING AN ACTIVE TERM SHALL NOT DELAY OR OTHERWISE AFFECT THE CONTINUING PERFORMANCE OF SERVICES OR ACCESS TO THE WATCHTOWER SOFTWARE. ARBITRATION SHALL BE FILED, INITIATED, OR BOTH IN DELAWARE, AND ALL ARBITRATION HEARINGS SHALL BE HELD IN DELAWARE. PARTIES AGREE TO INCLUDE THE REQUIREMENT OF THIS PROVISION IN ALL FUTURE CONTRACTS, and SUB-CONTRACTS IT MAY ENTER INTO FOR ANY PORTION OF THE TERMS OF THIS AGREEMENT. ANY AND ALL DECISIONS AS TO THE ENFORCEABILITY OF THIS ARBITRATION PROVISION SHALL BE DETERMINED BY ARBITRATION AND ANY COURT PRESENTED WITH THE ARBITRABILITY OF A CLAIM SHALL IMMEDIATELY ABATE THE CASE AND ORDER THAT THE DECISION AS TO ARBITRABILITY BE MADE IN ARBITRATION.

18. Entire Agreement: Order of Precedence. The Paladin Order Form, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations relating to or regarding the Customer's purchase and use of the Services and equipment. To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Paladin Order Form (2) the Customer Terms (i.e., Exhibit C), (3) the Terms & Conditions herein (i.e., Exhibit B), and (4) Paladin Quote (i.e., Exhibit A). No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way. There are no additional agreements of any kind between the parties with respect to the subject matter

hereof. No waiver, amendment, modification or release of any term or provision of this Agreement shall be deemed to have been given or made unless expressly set forth in a written document signed by each of the parties hereto.

19. **Waiver.** No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Except where otherwise specified in writing by the Parties, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

20. **Amendments And Right to Update:** No amendment to the Paladin Order Form, or the Incorporated Documents will be effective unless it is in writing and signed by an authorized representative of each party. This Agreement may not be supplemented, amended, and/or modified at any time unless the parties hereto execute a written agreement that must— (i) be in a mutually agreed upon written or electronic format, (ii) must be clearly designated as an amendment, addendum, or modification, and (iii) must be signed by an authorized representative of each party. The Parties stipulate and agree that an exchange or series of written or electronic correspondences shall not be deemed to be such a written instrument, for supplemental, amendment or modification purposes. Notwithstanding the aforementioned, Paladin may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services, however, no unilateral Paladin updates will have any effect to change the existing financial obligations of Customer until the end of an Active Term and following Customer's signed agreement thereto.

21. **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission by the recipient), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope. Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via facsimile transmission shall be deemed given upon transmission and confirmation of receipt and notices sent via certified mail in accordance with the foregoing shall be deemed given when delivered (whether accepted or refused) as established by the U.S. Postal Service return receipt.

22. **Force Majeure.** Except for any obligations to make payments, In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any

failure or delay in performing its obligations under the Agreement , if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

23. **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns. Notwithstanding the aforementioned, if Customer's assignment requires additional services beyond that which were negotiated then Customer and its assignee shall be liable for any additional costs incurred by Paladin to provide the Agreed service(s) during an Active Term.

25. **Marketing.** Subject to Section seven (7) supra, neither party may issue press releases related to the Agreement, conversations, or activities, without the other party's prior written consent. However, either party may include the name and logo of the other party in lists of customers or vendors.

26. **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, Paladin hereby certifies and agrees as follows:

- a. Paladin is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State where services are sought;
- b. Paladin will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law.
- c. **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is

deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

27. **Legal Compliance.** Customers agree to comply with applicable laws with respect to the ownership, possessions, and operation of the Equipment. The parties acknowledge and agree that the legal regulation of unmanned drones is evolving, and the parties shall cooperate to seek to comply with applicable laws. The Watchtower Products, Equipment, and all services provided hereunder are subject to all applicable export control laws and regulations, including without limitation those of the United States government. Customer and Authorized Users agree that not to directly or indirectly export, re-export, divert, release, provide access to, transfer or disclose such, or any derivative thereof, to any prohibited or restricted destination, end-use or end-users or to anyone who requires a United States export license or other license, except in accordance with all relevant export control laws and regulations which may require it to obtain necessary licenses, approvals or permissions from the appropriate US governmental authority and all required foreign authorities prior to undertaking such activities.

28. **Watchtower Software License.**

- a. **Grant of License.** Paladin shall grant a license of the Watchtower Software to the Customer in accordance with the terms and conditions outlined in this Agreement.
- b. **FAA Regulatory Waivers.** Paladin will assist the Customer in acquiring FAA regulatory waivers. Except for transfers by error, the Customer shall hold Legal Title to those documents upon their transfer. Paladin will assist the customer in renewing these waivers during the Active Terms of the agreement. The process used to acquire the waivers is confidential information and cannot be shared with any 3rd party without the express permission of Paladin.

29. **Watchtower Software License.** Conditioned upon compliance with the Use Restrictions in Section 2, and payment of all fees then due, and compliance with all other terms and conditions hereof, Paladin shall grant to Customer, during any Active Term of this Agreement, a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to use the Watchtower Software.

30. **Insurance.**

- a. Customer warrants that it will maintain insurance coverage in accordance with its use and operations and that in the event that Customer's insurance is not able to cover the full extent of the damages or claim that Paladin's insurance shall be called upon to cover the remaining balance of a claim. Notwithstanding the aforementioned, if the claim is not one in which Paladin's coverage may extend, then Customer shall be solely liable for any such claim or damages.
- b. Customer will maintain coverage with an aggregate limit of not less than \$2,000,000.00, per occurrence; and upon Paladin's request will provide proof.
- c. Paladin shall maintain coverage with an aggregate limit of not less than \$2,000,000.00 per occurrence.
- d. Subject to section "a" supra, Paladin's insurance shall pay damages relating to bodily injury or property damage subject to its insurance policy which Customer may request a copy of at any time.

- e. Customer understands that Paladin's coverage shall not apply to: (1) loss of use of any aircraft, drone, or otherwise, which is for a period of less than forty-eight hours; (2) sums attributable to any period an aircraft is not available for flight operations for reasons other than a grounding, or would not have been available for flight operations if no grounding had occurred; (3) loss of use of any aircraft occurring during the period that Paladin did not use all reasonable means to correct and eliminate the cause of the loss of use; (4) loss of use of any aircraft attributable to a culpable failure by Paladin to perform any obligation with respect to making available or delivering products to the owner or operator of such aircraft; (5) loss of use of any military derivative of a civil aircraft unless the grounding also applies to the civil aircraft; (6) loss of use of any launch vehicle, spacecraft product or missile; (7) loss of use of any aircraft operated by Paladin or in its care, custody or control other than aircraft temporarily in Paladin's care, custody or control for modification, repair or inspection relating to grounding; (8) loss of use of any aircraft owned by or loaned to Paladin. For the purposes of this exclusion, any aircraft as to which Paladin has retained title pursuant to a conditional sales contract, chattel mortgage or similar lien, a lease agreement, a consignment agreement or similar contract of bailment, shall be deemed not to be owned by Paladin; (9) any liquidated or stipulated damages or penalties which Paladin is obligated to pay by reason of any contract or agreement, but this exclusion does not apply to any obligation it would have had in the absence of such contract or agreement.
- f. Customer is aware that the aforementioned instances where coverage shall not apply are not every instance where the coverage does not apply and that it is the responsibility of Customer to familiarize itself with the limitations of Paladin's insurance policy.
- g. Paladin makes no representations to Customer relating to which policy it shall acquire and only requires that the insured obtain a policy that is sufficient to meet the foreseeable liabilities under Customer's intended use and operation of any provided equipment, software, or service.
- h. In accordance with section 30, if Paladin is legally obligated to pay damages because of bodily injury or property damage, Paladin's insurance shall have the right and duty to defend any suit seeking those damages.

31. **Consideration of services.** Paladin agrees to provide the services set forth in the Paladin Order Form, and Incorporated Documents. Customer agrees to make all payments in a timely manner pursuant to Section four (4) supra, and cooperate and abide by the requirements and standards, as set forth in this Agreement.

32. **Data Use.** Paladin retains all rights to any data obtained from the provision of the products and services hereunder, including any copyright subject to the following (a) Paladin will only use personally identifiable data (including precise geolocation data), as defined under applicable law, for its internal analytical purposes (e.g., to improve its services), and (b) Paladin will use photographs or videos for its internal purposes and the improvement of services, such as demonstration or marketing, in each case subject to applicable laws (data described in (a) and (b) referred to as "**Data**"). Paladin grants Customer the right to use Data collected from the Services for its own internal purposes, subject to applicable laws. In addition, and without limiting Paladin's restrictions above,

Paladin agrees that it will not resell any Data to any other person or entity without the prior express written permission of the Customer.

33. **Headings**. The parties agree that the captions, headings, and/or titles used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

34. **No Third-Party Beneficiaries**. This Agreement is intended for the benefit of the parties hereto, and those specifically referenced herein, and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. The terms and provisions of this Agreement shall not inure to the benefit of any other third person or entity not a signatory to this Agreement.

35. **Joint Participation**. The parties hereto have participated fully in the negotiation and preparation of this Agreement and this Agreement shall not be more strictly construed against either Customer or Paladin.

36. **Counterparts**. This agreement may be executed in one or more counterparts, each counterpart being an original.

37. **Confidentiality**. The information contained in the Agreement is considered confidential by the Parties. Neither Party shall disclose to any other third party the terms and conditions contained in this Agreement, except as required by law, and except disclosure to their respective employees, agents and advisors on an as-needed basis.

38. **Attorney's Fees**. In the case of any breach of this Agreement or other Dispute (as defined herein) the prevailing party shall be entitled to recover its costs of mediation, arbitration, Court, expert witness fees and any necessary and reasonable attorney's fees.

39. **Authority**. Each person executing this Agreement warrants, in his/her individual capacity, that he or she has full legal authority to execute this Agreement for and on behalf of the respective parties and to bind such parties.

Exhibit C
Additional Terms and Conditions

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Consider recommending authorization for approval to issue a purchase order in the amount of \$262,661.55 for the purchase of three SCBA compressors from Municipal Emergency Services.

BACKGROUND:

Initiated by: Steve Chavez

The fire department was awarded funds from the State Fire Marshal Office grant in 2024 for the purchase of multiple SCBA Compressors. These compressors will be located at strategic fire stations throughout the city including the fire training facility.

FINANCIAL CONSIDERATION:

Account 22654125-817505, the money allocated and already received from the State of New Mexico.

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

This is the first committee to review

STAFF RECOMMENDATION:

Staff recommends the authorizations to issue a PO for the purchase of the SCBA Compressors

Attachments

quote 1

Quote 2

Quote 3

info

info

info

info



(877) 637-3473

Quote

Quote # QT1893439
Date 02/11/2025
Expires 02/26/2025
Sales Rep Arreola, Hugo A
PO # RevolveAir Compressor 20 HP
Shipping Method FedEx Ground
Customer Roswell Fire Department (NM)
Customer # C55326

Bill To

Accounts Payable
Roswell Fire Department
200 S. Richardson
Roswell NM 88203-5730
United States

Ship To

Fernando Garcia
Roswell Fire Department
200 S RICHARDSON AVE
ROSWELL NM 88203-5730
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RSF-3322A401			RevolveairWAttachedStorage, StationaryWAutoCascade, 4 bank auto cascade with attached storage, CGA Adapter	1	\$21,898.59	\$21,898.59
RSC-05045101			7000 psi 5 Stage Compressor 20 Horsepower, 460 Volt/ 3 Phase/ 60Hz, CO Monitor with Cal Kit, English	1	\$50,410.78	\$50,410.78
8BA711 7000			ASME 7500 with Valves and Fittings L-Forged end AB-Spun End Color Mapp Yellow	4	\$4,975.53	\$19,902.12
RSS-00A40000			No Rack, 4 Bank Auto Cascade, No HP Storage Hoses Needed, None	1	\$528.68	\$528.68
Compressor Install			Site survey, install, operate, leak test, train & perform air sample with written report.	1	\$2,750.00	\$2,750.00

Source Well Contract 011824 expires 3-29-28
Price increase effective 2-28-25.

Subtotal	\$95,490.17
Shipping Cost	\$2,340.00
Tax Total	\$0.00
Total	\$97,830.17

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1893439



(877) 637-3473

Quote

Quote # QT1893452
Date 02/11/2025
Expires 02/26/2025
Sales Rep Arreola, Hugo A
PO # RevolveAir Compressor 10 HP Single Phase
Shipping Method FedEx Ground
Customer Roswell Fire Department (NM)
Customer # C55326

Bill To

Accounts Payable
Roswell Fire Department
200 S. Richardson
Roswell NM 88203-5730
United States

Ship To

Fernando Garcia
Roswell Fire Department
200 S RICHARDSON AVE
ROSWELL NM 88203-5730
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RSF-3322A401			RevolveairWAttachedStorage, StationaryWAutoCascade, 4 bank auto cascade with attached storage, CGA Adapter	1	\$21,377.19	\$21,377.19
RSC-04025101			7000 psi 5 Stage Compressor 10 Horsepower, 208-230 Volt/ 1 Phase/ 60Hz, CO Monitor with Cal Kit, English	1	\$45,601.50	\$45,601.50
8BA711 7000			ASME 7500 with Valves and Fittings L-Forged end AB-Spun End Color Mapp Yellow	2	\$4,857.06	\$9,714.12
RSS-00A40000			No Rack, 4 Bank Auto Cascade, No HP Storage Hoses Needed, None	1	\$516.67	\$516.67
Compressor Install			Site survey, install, operate, leak test, train & perform air sample with written report.	1	\$2,750.00	\$2,750.00

Source Well Contract 011824 expires 3-29-28
Price increase effective 2-29-25.

Subtotal \$79,959.48
Shipping Cost \$2,340.00
Tax Total \$0.00
Total \$82,299.48

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1893452



(877) 637-3473

Quote

Quote # QT1907407
Date 02/20/2025
Expires 02/28/2025
Sales Rep Arreola, Hugo A
PO # RevolveAir Compressor 10 HP 3 Phase
Shipping Method FedEx Ground
Customer Roswell Fire Department (NM)
Customer # C55326

Bill To

Accounts Payable
Roswell Fire Department
200 S. Richardson
Roswell NM 88203-5730
United States

Ship To

Fernando Garcia
Roswell Fire Department
200 S RICHARDSON AVE
ROSWELL NM 88203-5730
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RSF-3322A401			RevolveairWAttachedStorage, StationaryWAutoCascade, 4 bank auto cascade with attached storage, CGA Adapter	1	\$21,380.00	\$21,380.00
RSC-04032101			7000 psi 5 Stage Compressor 10 Horsepower, 208-230 Volt/ 3 Phase/ 60Hz, CO Monitor, English	1	\$45,419.80	\$45,419.80
8BA711 7000			ASME 7500 with Valves and Fittings L-Forged end AB-Spun End Color Mapp Yellow	2	\$4,858.00	\$9,716.00
RSS-00A40000			No Rack, 4 Bank Auto Cascade, No HP Storage Hoses Needed, None	1	\$516.10	\$516.10
Compressor Install			Site survey, install, operate, leak test, train & perform air sample with written report.	1	\$2,750.00	\$2,750.00

Subtotal \$79,781.90
Shipping Cost \$2,750.00
Tax Total \$0.00
Total \$82,531.90

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

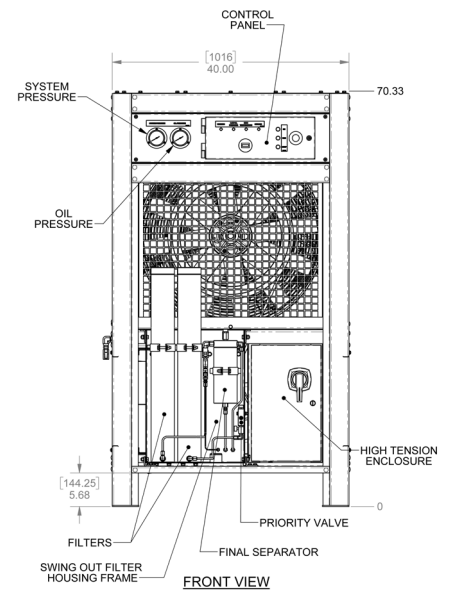
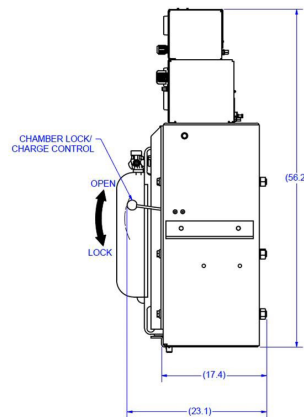
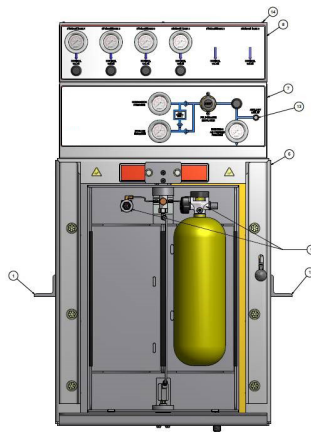
All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1907407

REVOLVEAIR SYSTEMS



REVOLVEAIR FILL STATION

The revolutionary, patented RevolveAir fill station provides maximum safety and performance. The fill station simultaneously charges two breathing air cylinders within the protective chamber while two cylinders are being exchanged on the outside of the chamber. The unit comes complete with safety interlocks, safety gauges, charge and bleed valves, and a pressure regulator for automatic cylinder charging.

FEATURES

- Ergonomically designed
- Fills two cylinders while two are being exchanged
- Offers time savings over competitive charge stations - a minimum of 33% faster
- Designed with safety in mind
- Meets the NFPA 1901 containment standard
- Safety pressure gauges
- Auxiliary outlet unregulated back, regulated front

OPTIONS

- Smart Fill Auto Cascade System
- Cascade panels (2,3,4,5, or 6 banks)
- Auxiliary low-pressure regulator (300 psi/20 bar)
- Auxiliary high-pressure (6000 psi/413 bar)
- 2 or 4 integral storage tank rack
- SCUBA kit

REVOLVEAIR COMPRESSOR



- Five stage compressor - Available in 6,000 PSI or 7,000 PSI
- Low RMP technology (Long Life, Low Noise, High Efficiency/Reduced Heat)
- Vertical design
- Fully enclosed frame
- 10hp, 20hp, and 30hp compressor options
- Designed to UL standards
- Radial layout for reduced vibration and crank shaft loading
- Spin-on type oil filter
- Connecting rods with needle roller bearings
- Stainless steel valve assemblies on all stages
- Latest technology in valve and ring design
- Relief valves on 1st, 2nd, 3rd, & 4th, after cooler on 5th stage
- Pressurized oil lubrication system
- Cast iron block and cylinders
- Water separators on 2nd, 3rd, & 4th stages
- Designed and built in the USA

RevolveAir Systems Smartfill Breathing Air Compressor

The system shall be designed to tie into the air storage/charge station module. This document describes the minimum requirements for a complete breathing air compressor system. The system shall be modular and capable of being supplied as one module as specified herein. The ability to separate the compressor module from the charge station is for operator safety.

Warranty

The equipment supplied shall be guaranteed to be new, of current design, and free of all defects in material and workmanship for a period of two years based on prescribed service and maintenance.

Air Compressor Construction

1. Compressor shall be 5 stage, air-cooled reciprocating compressor which is belt driven by an induction motor
2. Maximum pressure continuous duty is (6K) 6000psi/413.7 bar or (7K) 7000psi/482.63 bar
3. Delivery of high-pressure air shall be temperature only slightly above the ambient air temperature (Approximately 15°F (9.4°C) above ambient)
4. Reduction of moisture content and impurity levels in the air stream issuing from the last stage separator to CGA Grade "E" criteria by absorption, chemical reaction, and filtration in the purification subsystem.
5. Oil Pressurized system at 40 Psi, Oil mist lubrication for all cylinders, main, big, and small end rod bearings
6. Auto condensate drain system (ACD)
7. Multi-valve dump block design for ease of service consisting of four piston-type valves
8. Oil change only required every 200 hours
9. Auto condensate drain system service only required at 500 hours or one year
10. 12-blade high-velocity fan for cooling efficiency
11. Serviceable and re-buildable multi-ported reed valves & flat plates
12. Compressor shall be of a fully enclosed design
13. Cylinders shall have finned aluminum heads for superior heat dissipation 3rd and 4th stage only
14. Compressor shall have piston rings on all pistons
15. Flywheel shall be precision-balanced and fan-bladed for excellent cooling capacity
16. Enclosed all metal fan-blade guard
17. Modular construction to fit through a 36" door opening
18. Compressor shall utilize a pressurized oil lubrication system with a spin-on Oil Filter
19. Compressor shall have incorporated intercoolers and relief valves for all stages, and condensate traps after 2nd, 3rd, 4th, & 5th stage of compression.
20. Compressor and electric motor shall be mounted in a vertical format with a self-adjusting belt system.
21. Radial layout for reduced vibration
22. Stainless steel valves assemblies on all stages for long wear, excellent heat resistance and dissipation
23. Ductile iron connecting rods for high strength.
24. Needle bearings on connecting rods for added durability and reliability

Calibration Kit for Carbon Monoxide Monitor

- Includes a calibration regulator and connection hose assembly
- 1ea 20PPM calibration gas cylinder and 1ea Zero PPM calibration gas cylinder (Optional). Complete instructions for proper calibration and a protective hard plastic carrying case that houses all kit components.

Purification System

1. The purification system shall consist of a mechanical oil/moisture separator and a final chemical purification chamber.
2. Purification chambers shall be constructed in aluminum alloy 7075-T6 as its anti-corrosive properties exceed all other chamber materials.
3. Purification system shall process a maximum of the following under ideal conditions: 90,000 scf of air per cartridge set (2 pieces) for the 20hp compressor or 40,000 scf of air per cartridge set (1 pieces) for the 10hp compressor, (3 piece)(140,000 scf) for additional filtration (Optional) remote add on.
4. Purified air shall be measured by the actual weight of Molecular Sieve. Electronic Dew point (DP) detection shall not be used as a means to claim extended chemical cartridge life.
5. 7000 PSI working pressure.
6. 4 to 1 safety factor.
7. 15 SCFM minimum flow capacity per purification chamber.

10 HP Air Compressor

1. Charge rate (12 scfm/340 lpm)
2. 1050 RPM
3. Electric ODP motor shall be 10 HP, single phase 208, 230; or three phase 208, 230, 460 volts at 60hz

20 HP Air Compressor

1. Charge rate (23.5 cfm/665 lpm)
2. 1050 RPM
3. Electric ODP motor shall be 20 HP, three phase 208, 230, 460 volts at 60hz

Controller Functions

1. Compressor Assembly

- Compressor start/stop (advise normal/alarm abnormal condition, auto shutdown if parameters exceeded)
- Discharge air pressure (advise normal/alarm abnormal condition, auto shutdown if parameters exceeded)
- Programmable Auto Condensate Drain control cycle drain function (advise normal/alarm abnormal condition, auto shutdown if parameters exceeded)
- Auto Drain/Cool Down Cycle ** (on each shutdown, pressure transducer deactivation or Stop button)
- Oil temperature and pressure (advise normal/alarm abnormal condition, auto shutdown if parameters exceeded)
- Display automatic service alerts for oil, air sample, CO calibration and purifier elements. optional

- Multi-level user access control for security and safety.

2. Miscellaneous

- Total time on compressor assembly from manufacture date (advise time on command)
- Automatic calibration notification of CO monitors (advise procedure on command)

3. Alarms (AUDIO/VISUAL)

- High discharge air temperature - with automatic compressor "STOP"
- High discharge air carbon monoxide - with automatic compressor "STOP"
- High discharge air moisture (dew point) - with a "WARN" to advise a pending filter (purification cartridge) change; an "ALARM" with automatic compressor "STOP"
- Low oil level and/or pressure - with automatic compressor "STOP"

4. Special Features and Controls

- Demand Control **(In Automatic mode)
- "Emergency Stop" control mounted on the main control panel.

5. Display

- Final Output Pressure (0-10,000 psi)
- Oil Sight Level, Low Oil Pressure Gauge and Shut-Down
- Carbon Monoxide Level

Delivery, Installation and Training

The system shall be assembled and tested as a complete system at the factory prior to shipment. A factory test certificate shall be shipped with the system.

- The system shall be delivered FCA seller's premise
- The system shall be set up, installed, and checked out at the user's destination by the distributor
- The user shall receive training by the distributor on the operation and maintenance of the system as required

Options

- High and Low pressure auxiliary outlets
- SCUBA adapter: CGA to Yoke or DIN to Yoke

RevolveAir Systems Compressor System

Built in the USA

PLC 24vdc Controls

System Design, Automatic or Manual Mode

Gauges on all stages and Oil

High Pressure and Oil Transducers

High Temperature Shutdown

Low Oil Pressure Shutdown

E-Stop

External Main Power Disconnect

Vertical Enclosed Compressor Frame

Removable Doors for 270 Degree Survivability

Self-Tightening Drive Belt

Frame will fit thru a 36" Door, 34w x 40w x 70h

Compressor Design to Provide Remote Intake Hook-up

6K or 7K Tilt Filtration, ease of Cartridge Installation

6K Upgradable to 7K on Site

CO / Moisture Capable with Shutdown (Optional)

Standard Features: Compressor Pump

Five stages

Five Cylinder Radial

7500 Psi Compressor Design

Cast iron Block

Pressurized Oil lubrication system

Radial layout for reduced vibration

Connecting rods with needle bearings

ASME Relief Valves on 1st, 2nd, 3rd & 4th Stage

Oil Filter, Spin-on type

5 Quart Oil Capacity

Latest technology in Valve and Ring design

Stainless Steel Valves

Replaceable Piston and Sleeve on 4th and 5th Stages

Inter-coolers on 1st, 2nd, 3rd & 4th

Stainless Steel After-cooler on 5th stage

Designed and built in the USA

Benefits Low RPM technology:

Long life

Low noise, dB

High efficiency with reduced heat

Low RPM

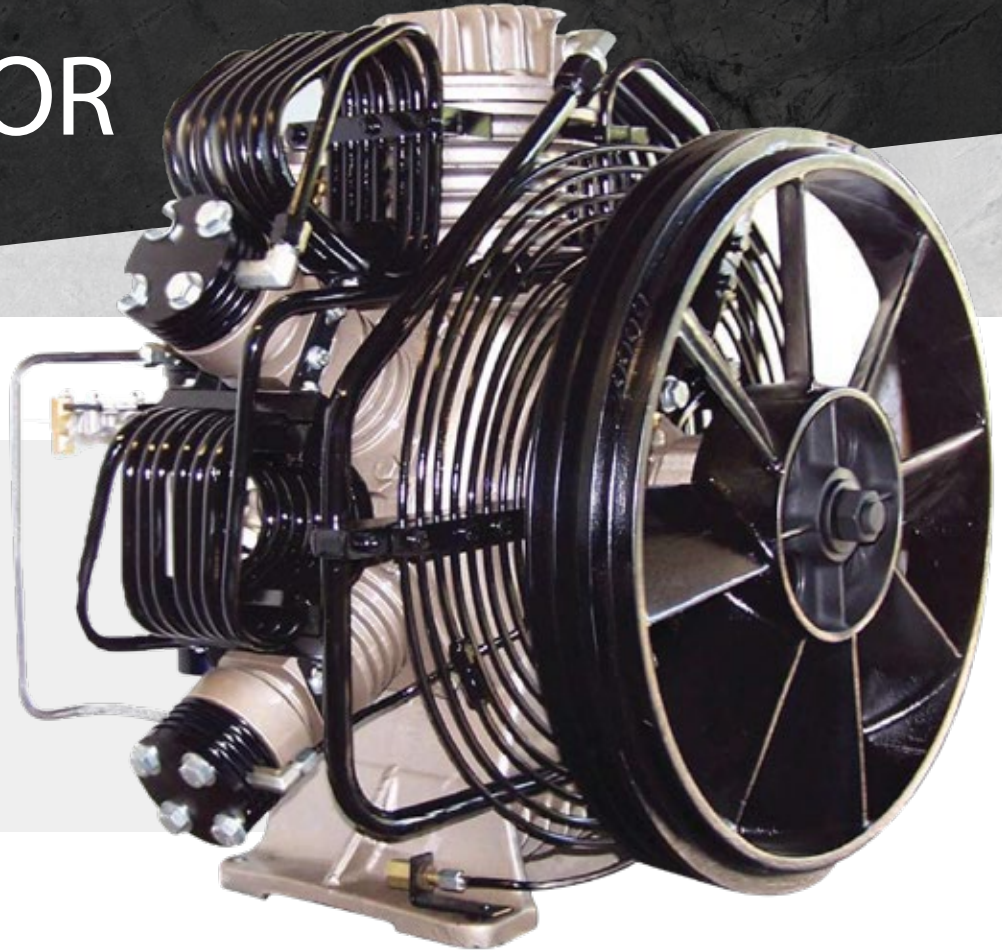
SMART FILL R510 FIVE-STAGE

REVOLVEAIR
SYSTEMS

HIGH PRESSURE COMPRESSOR

BENEFITS

- LONG LIFE
- LOW NOISE
- HIGH EFFICIENCY
- REDUCED HEAT



STANDARD FEATURES

- Five Stages
- Latest technology in valve & ring design
- Spin-on type oil filter
- Presurized oil lubrication system
- Cast Iron Block & Cylinders
- Designed & built in the USA
- Relief Valves on 1st, 2nd, 3rd & 4th Stage
- Connecting rods with needle roller bearings
- Stainless steel valve assemblies on all stages
- Radial layout for reduced vibration and crank shaft loading
- Intercoolers on 1st, 2nd, 3rd & 4th, after cooler on 5th stage
- Water separators on 2nd, 3rd & 4th stages

SMART FILL R510 FIVE-STAGE

REVOLVEAIR
SYSTEMS

HIGH PRESSURE COMPRESSOR

DIMENSIONS

WIDTH 34" (side to side)

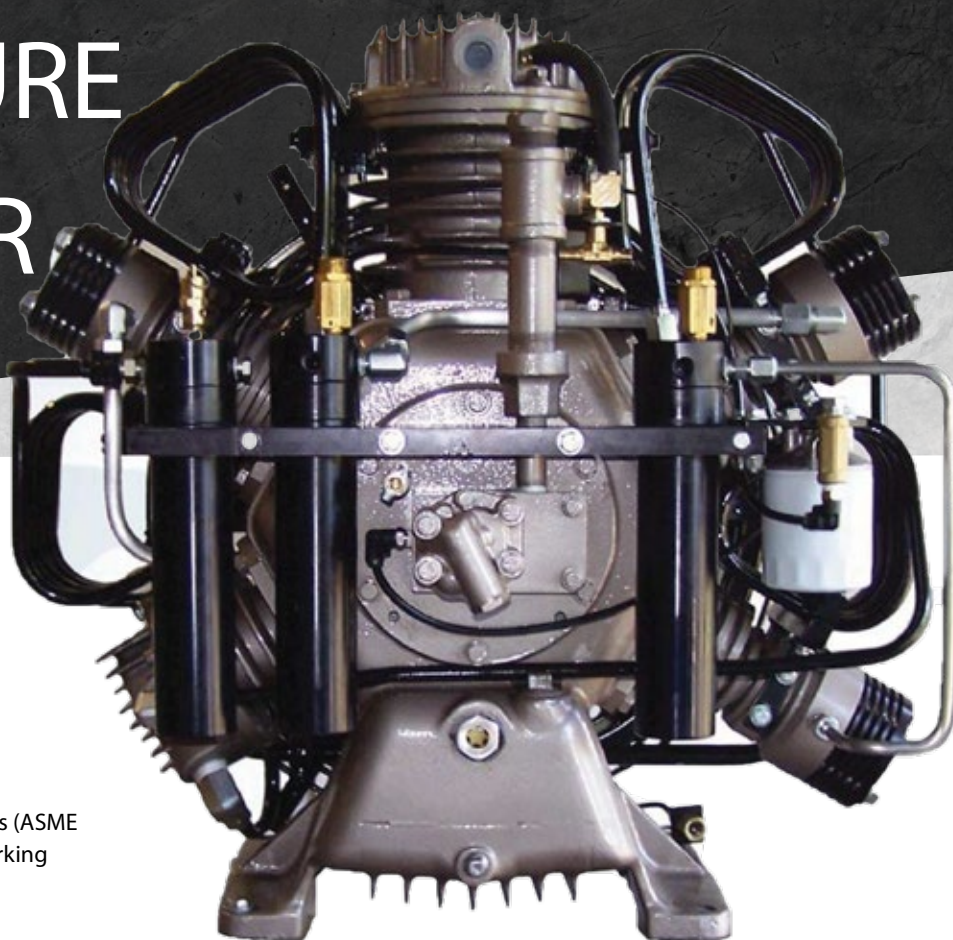
DEPTH 42" (front to back)

HEIGHT 68"

FAN DIAMETER 17.2"

1) Capacity is referenced to standard inlet conditions (ASME Standard) @ 80% of the compressor's maximum working pressure. Tolerance +5/-4%

2) Specifications are subject to change



5 CYLINDAR, 5 STAGE BREATHING AIR COMPRESSOR

MODEL	MAX WORKING PRESSURE		CAPACITY (1)		MOTOR	
	psig	bar	scfm	l/min	hp	Kw
R510-6	6,000	414	12.5	354	10	7.5

5 CYLINDAR, 5 STAGE BREATHING AIR COMPRESSOR

MODEL	MAX WORKING PRESSURE		CAPACITY (1)		MOTOR	
	psig	bar	scfm	l/min	hp	Kw
R510-7	7,000	517	12	340	10	7.5

OPTIONAL FEATURES

Oil Pressure Switch • ACD- Automatic Drain Block with Solenoid

1.877.MES.FIRE |

MES
MUNICIPAL EMERGENCY SERVICES

| MESFIRE.COM

SMART FILL R520/R530 FIVE-STAGE

REVOLVEAIR
SYSTEMS

HIGH PRESSURE COMPRESSOR

BENEFITS

- LONG LIFE
- LOW NOISE
- HIGH EFFICIENCY
- REDUCED HEAT



STANDARD FEATURES

- Five Stages
- Latest technology in valve & ring design
- Spin-on type oil filter
- Presurized oil lubrication system
- Cast Iron Block & Cylinders
- Designed & built in the USA
- Relief Valves on 1st, 2nd, 3rd & 4th Stage
- Connecting rods with needle roller bearings
- Stainless steel valve assemblies on all stages
- Radial layout for reduced vibration and crank shaft loading
- Intercoolers on 1st, 2nd, 3rd & 4th, after cooler on 5th stage
- Water separators on 2nd, 3rd & 4th stages

SMART FILL R520/R530 FIVE-STAGE

REVOLVEAIR
SYSTEMS

HIGH PRESSURE COMPRESSOR

DIMENSIONS

WIDTH 34" (side to side)

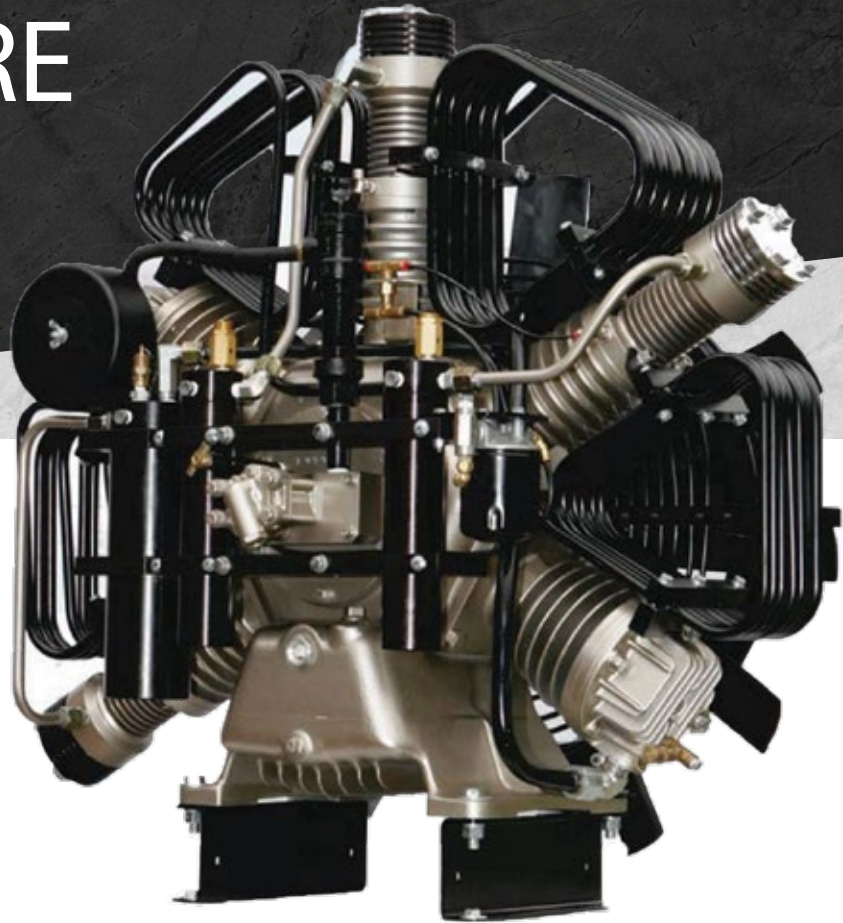
DEPTH 42" (front to back)

HEIGHT 68"

FAN DIAMETER 29.5"

1) Capacity is referenced to standard inlet conditions (ASME Standard) @ 80% of the compressor's maximum working pressure. Tolerance +5/-4%

2) Specifications are subject to change



5 CYLINDAR, 5 STAGE BREATHING AIR COMPRESSOR

MODEL	MAX WORKING PRESSURE		CAPACITY (1)		MOTOR	
	psig	bar	scfm	l/min	hp	Kw
R520-6	6,000	414	24	680	20	15
R530-6	7,000	414	36	1020	30	22.4

5 CYLINDAR, 5 STAGE BREATHING AIR COMPRESSOR

MODEL	MAX WORKING PRESSURE		CAPACITY (1)		MOTOR	
	psig	bar	scfm	l/min	hp	Kw
R520-7	7,000	517	23.5	665	20	15
R530-7	7,000	517	34.8	985	30	22.4

OPTIONAL FEATURES

Oil Pressure Switch • ACD- Automatic Drain Block with Solenoid

1.877.MES.FIRE |

MES
MUNICIPAL EMERGENCY SERVICES

| MESFIRE.COM

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Consider recommending authorization for approval to issue a purchase order in the amount of \$740,030.00 for the purchase of one Class-A HME pumper from Municipal Emergency Services.

BACKGROUND:

Initiated by: Steve Chavez

During the October 2024 flooding, the fire department lost four (4) Class A pumpers. Utilizing funding from the insurance, we are looking to replace one of the units.. We are currently operating out of reserve units that are dated and are out of NFPA compliance for frontline engines. The purchase of this apparatus will allow our frontline fleet to be NFPA compliant for pumper coverage.

FINANCIAL CONSIDERATION:

\$740,030.00 from insurance payment, fund- 11014121-817506 Capital vehicles- pending transfer of funds

LEGAL REVIEW:

Being reviewed by City of Roswell Legal Department.

BOARD AND COMMITTEE ACTION:

This is the first committee to review request

STAFF RECOMMENDATION:

Recommends authorization for approval to issue a purchase order in the amount of \$740,030.00 for the purchase of one Class-A HME pumper from Municipal Emergency Services.

Attachments

Quote



PROPOSAL TO FURNISH FIRE APPARATUS

March 7th, 2025

Roswell Fire Department
Fire Chief Chavez
200 S Richardson
Roswell, NM 88201

MES hereby proposes to supply, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the apparatus and equipment herein described and for the following prices listed below.

Three (1) Custom Pumper, Model 22 Premier on an HME 1871 Custom Chassis with all equipment as described in the attached MES proposal, for the sum of:

\$740,030.00 each

This price includes an industry leading **3-year bumper to bumper warranty**, delivery, NFPA apparatus familiarization at the buyer's location and a pre-delivery inspection by our certified technicians. The proposal also includes the Sourcewell Buying Cooperative fee.

No federal, state, or local taxes are included currently.

Delivery shall be approximately sixty (60) – seventy (75) days from the executed agreement, depending on the options selected.

All apparatus and equipment shall be manufactured in accordance with the attached specifications with the same specifications becoming a part of the contract. Only those items included in the attached proposal shall be supplied. Delivery shall be made within the time specified above after receipt and acceptance by MES of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: All apparatus shall be paid for upon delivery of the completed apparatus.

All prices or quotations are subject to change or withdrawal unless accepted within 30 days from the date herein set forth.

Having multiple sales representatives and service capabilities in the State of New Mexico will serve the needs of the Roswell Fire Department for years to come.



Should you have any questions, please feel free to contact me.

Thank you!

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Shannon Cherry'.

Shannon Cherry
Apparatus Sales Manager NM
MES I Fire



APPARATUS SALES AGREEMENT

This Apparatus Sales Agreement ("Agreement") sets forth the terms and conditions under which MES, a Connecticut Company of 12 Turnberry Lane., Sandy Hook, CT 06482 ("MES") will sell an apparatus as further identified on *Schedule A* ("Apparatus") to the following buyer ("Buyer") and Buyer will purchase the Apparatus.

Buyer:

Roswell Fire Department		
(Name of Buyer)		
200 S Richardson		
(Street)		
Roswell	NM	88201
(City)	(State)	(Zip)
Attention: Chief Steve Chavez		
Telephone No. 575-500-2555		
E-mail Address: s.chavez@roswell-nm.gov		

This Agreement is comprised of this Signature Page, the attached *Schedule A*, and the attached General Terms and Conditions.

The parties have executed this Agreement based on the dates of the signatures below.

MES (Municipal Emergency Services)

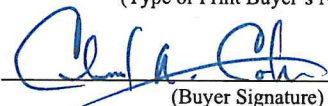
By: Shannon Cherry Digitally signed by Shannon Cherry
Date: 2025.03.10 09:01:18 -06'00'
(MES Signature)

Shannon Cherry
(Type or Print Individual's Name)

Its: Apparatus Sales Manager NM
(Type or Print Individual's Title)

Date: March 7th, 2025

Roswell Fire Department

(Type or Print Buyer's Name)
By: 
(Buyer Signature)

Chad Cole
(Type or Print Individual's Name)

Its: City Manager
(Type or Print Individual's Title)

Date: 3/11/2025

SIGNATURE PAGE

SCHEDULE A

APPARATUS INFORMATION

Apparatus Type:	(1) HME/MES Custom Pumpers on HME 1871 chassis
Date of Specifications:	9/26/2024
Price:	\$740,030.00
Pre-Construction Conference Date: (if needed)	TBD
Expected Delivery Date:	(60) – (75) days depending on options selected
Additional Terms:	Payment upon delivery of apparatus

Options for Roswell NM Fire Department

CREW SEAT REMOVAL

Removal of two (2) forward facing SCBA seats in the rear of the cab shall be completed.

EMS STORAGE COMPARTMENT

There shall be one (1) full height EMS storage compartment provided and installed in the cab with the door opening facing the front of the cab.

The approximate dimensions of the compartment shall be 40.00 inches wide by 20.00 inches deep.

The door opening shall be a minimum of 35.50 inches wide. The bottom of the cabinet shall contain a panel to raise the floor to maintain a flat floor 2.00 inches above the floor of the cab.

The interior side walls of the cabinet shall be fitted with channels for the installation of adjustable shelves.

EMS COMPARTMENT LOCATION

The EMS compartment shall be installed along the interior rear wall of the cab, center position.

EMS COMPARTMENT FINISH-BLACK

The interior and exterior of the EMS compartment shall be completed with a black powder coated paint finish for durability.

ROLL-UP DOOR

The EMS compartment shall be provided with a roll-up door.

The roll-up door shall be constructed of double-sided aluminum extrusions connected with a ball and socket joint. The extrusions shall be 1.375 inches wide by .375 inches thick with satin anodized finishing. A flexible EDPM extrusion shall be provided between each slat to insure a weather tight seal. Aluminum extrusions shall be individually replaceable without disassembling the entire door by removing push out clips on each end.

Side channels for each door to ride in shall be provided with santoprene seals to prevent dirt and moisture from entering the exterior compartment. A single piece top drip rail shall be provided with a santoprene seal to prevent dirt and moisture from entering the compartment when the door is fully closed. The bottom of each door shall also be provided with a santoprene seal. All nonmetallic parts shall be glass filled nylon.

Options for Roswell NM Fire Department

ROLL-UP DOOR LATCH

The door latch shall be keyed locking stainless steel lift bars and shall be provided with a magnetic door switch system.

ALUMINUM SHELVES - ADJUSTABLE - EMS COMPARTMENT

The full depth EMS compartment shelving shall be made from .190-inch smooth aluminum sheet material and shall have a flange 1.50 inches deep.

Each shelf shall be adjustable in height and held in place by extruded uprights.

There shall be a total quantity of two (2) provided.

DRI-DECK MATTING - SHELVES

The surface of two (2) aluminum shelves shall be covered with black colored, rigid Dri-Deck mat for improved ventilation that shall also provide a non-slip surface.

EMS COMPARTMENT LIGHTING

Two (2) LED strip lights shall be provided and mounted inside the cabinet, one (1) on each side of the exterior access roll up door.

These lights shall be activated by the door switch.

110 VOLT RECEPTACLE

One (1) 120-volt AC, single receptacle shall be provided with a weatherproof cover centered in the upper portion of the EMS compartment.

This receptacle shall be wired to the shoreline connection for charging devices stored in the EMS compartment.

OUTLET CONFIGURATION

The electrical outlet shall be a NEMA 5-20, rated at 120-volt AC, 20-amp, duplex straight blade receptacle.

FRONT SCENE LIGHT LOCATION

There shall be one (1) brow light mounted center on the front brow of the cab.

Options for Roswell NM Fire Department

SCENE LIGHT MODEL

A Hi-Viz LED brow light model FT-MB-24-F lamphead shall be provided and installed.

The lamphead shall have twenty-four (24) Cree XP-G2 white LEDs with a flood pattern for scene lighting.

The lamphead shall be no more than 2.063 inches high x 31.00 inches wide x 2.50 inches deep.

LIGHT HOUSING

Each lamphead shall be powder coated with a white finish.

SCENE LIGHT ACTIVATION

The cab forward brow lighting shall be activated by one (1) smart switch installed in the driver's side switch panel in the cab.

LOWERED CHASSIS CAB STEPS

There shall be bolt on auxiliary steps for all four (4) cab entry doors that shall be lowered to provide a manageable ground to first step distance. These steps shall be open style for ease of access and constructed with a non-skid stepping surface.

GRAPHICS PACKAGE

CUSTOM REV DESIGNS, INC 22k Gold - Engine Turn

1" Striping - Cab length beneath windows, Hosebed length Front Cab Door - "Roswell Fire Dept.

E-1 & E-6" - 28" x 12" Hosebed Top - "ROSWELL" - 8" Lettering

Front Cab - "RFD Founded 1889" - Split between left and right side - 16" x 5" approx.

Installed

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Consider recommending approval to issue a purchase order in the amount of \$357,340.88 to Howe Medical for the purchase of eight (8) New Lifepak 35 cardiac monitors.

BACKGROUND:

Initiated by: Steve Chavez

In order for the fire department to maintain its Advanced Life Support program through the state of NM, front line engines are required to carry cardiac monitors. Most monitors have a life expectancy of approximately 8 years. The last cardiac monitors purchased by the fire department were purchased in 2015. The Zoll cardiac monitors purchased at that time were refurbished models. This puts the age of refurbished models at 10 years old.

In order to consistently provide the best level of care for the citizens of Roswell, we are asking for approval to purchase 8 new cardiac monitors to outfit all first due apparatus.

FINANCIAL CONSIDERATION:

Funding source from 55004125-817505

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

This is the first committee to review

STAFF RECOMMENDATION:

With the age of our refurbished cardiac monitors being over the 8-year life expectancy, we highly recommend the purchase of these new cardiac monitors.

Attachments

Quote



LP35 8 2025

Quote Number:11084822

Version:1

Prepared For:CITY OF ROSWELL FIRE DEPT

Attn:

Quote Date:03/12/2025

Expiration Date:04/11/2025

Remit to:Stryker Sales, LLC

21343 NETWORK PLACE

CHICAGO IL 60673-1213

USA

Rep:Alexandra Howe

Email:alexandra.howe@stryker.com

Phone Number:(847) 224-5751

Mobile:(847) 224-5751

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF ROSWELL FIRE DEPT	Name:	CITY OF ROSWELL FIRE DEPT	Name:	CITY OF ROSWELL FIRE DEPT
Account #:	20003408	Account #:	20003408	Account #:	20003408
Address:	200 S RICHARDSON AVE	Address:	200 S RICHARDSON AVE	Address:	
	ROSWELL		ROSWELL		
	New Mexico 88203-5730		New Mexico 88203-5730		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	8	\$45,283.40	\$362,267.20
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	8	\$551.00	\$4,408.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	8	\$1,653.00	\$13,224.00
4.0	41335-000001	LIFEPAK 35 AC Power Adapter Kit	8	\$1,377.50	\$11,020.00
5.0	11140-000131	AC Power Cord (North America, hospital grade)	8	\$59.51	\$476.06
6.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	8	\$489.84	\$3,918.71
7.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	8	\$538.88	\$4,311.02
8.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	8	\$17.08	\$136.65
9.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	8	\$19.29	\$154.28
10.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	8	\$22.04	\$176.32
11.0	11160-000017	Reusable Cuff, Large, Adult, 32-42 cm	8	\$27.00	\$215.99
12.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	8	\$38.02	\$304.15
13.0	11335-000005	LIFEPAK Printer Kit	8	\$1,653.00	\$13,224.00
14.0	11260-000073	Shoulder Strap	8	\$41.33	\$330.60
15.0	11335-000008	LIFEPAK 35 Storage Bag Kit	8	\$330.60	\$2,644.80
16.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	8	\$66.12	\$528.96



LP35 8 2025

Quote Number: 11084822

Version: 1

Prepared For: CITY OF ROSWELL FIRE DEPT

Attn:

Quote Date: 03/12/2025

Expiration Date: 04/11/2025

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Alexandra Howe
Email: alexandra.howe@stryker.com
Phone Number: (847) 224-5751
Mobile: (847) 224-5751

Equipment Total:	\$417,340.88
------------------	--------------

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZX-LP35	TRADE IN ZOLL X-SERIES FOR LP35	8	-\$7,500.00	-\$60,000.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$357,340.88

Comments:

Qty add'l d/c code Z98, one-time elevated trade-in value, freight waived

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



LP35 8 2025

Quote Number:	11084822	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Alexandra Howe
Prepared For:	CITY OF ROSWELL FIRE DEPT	Email:	alexandra.howe@stryker.com
Attn:		Phone Number:	(847) 224-5751
		Mobile:	(847) 224-5751
Quote Date:	03/12/2025		
Expiration Date:	04/11/2025		

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Update and discussion by Councilor Arnold on the Broken Window Program.

BACKGROUND:

This type of program is being used at the City of Albuquerque.

FINANCIAL CONSIDERATION:

None at this time

LEGAL REVIEW:

none

STAFF RECOMMENDATION:

Discussion and information item only

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 8.

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Roswell Police Department

Attachments

RPD Monthly report

Roswell Police Department

Monthly

February 2025



Submitted by
Chief of Police
Lance Bateman

Roswell Police Department
128 West Second Street
Roswell New Mexico USA 88201
(575) 624-6770 Fax (575) 624-6780

CONTENTS

Department Summary 2

Patrol/Traffic/K9/SWAT 3-5

Professional Standards 6-7

Support Services/Training and Recruiting/Neighborhood Watch 8-10

Special Investigations Division 11

Criminal Investigations Division 11-12

Technical Services Unit/Property 13

Monthly Statistics 14-16

Fleet Mileage 17-19

Department summary

- RPD Headquarters is still awaiting new drywall to be put in reference the flood damage.
- Sgt. Cavin received military orders and will be deployed for 8 months starting in May.

Patrol/Traffic/SWAT

MONTH'S ACTIVITIES

Accidents:

The total accidents reported for the month: 61

Adam 10 Baker 10 Charlie 22 Delta 4 Echo 12 Frank 3
Unknown 0

Of the 61 accidents, 12 were with injuries and 15 persons reported injuries and we had 0 fatalities/deaths as a result for the month.

49 were reported during the day, 0700-1800 hours.

12 were reported during the night, 1800-0700 hours.

14 were reported as hit-and-run accidents.

1 DUI arrest related to accidents.

Citations related to accidents:

11 citations were issued for failure to yield/stop

4 were issued for speed

28 were issued for driver inattention

2 for improper lane change

7 for moving violations (backing, overtaking, etc.)

9 were issued for other non-moving issues (weather, road conditions, hit-and-runs with no other information.)

2 were issued for no driver's license

1 were issued for no insurance

0 were issued for no seat belt

Total: 64

CATEGORY	Day shift	Swing shift	Midnight shift	Total
1. Dispatched calls	1042	1177	549	2768
2. Incident reports	144	178	80	402
3. Supplement reports	102	144	95	341
4. Self-initiated	201	97	276	574
5. Warrants served	38	40	36	111
6. Probable Cause arrests	35	40	32	107
7. Summons/warrants obtained	9	17	15	41
8. Traffic stop	120	272	256	647
9. Moving/park citations	159	293	142	594
10. Accident reports	22	20	4	46
11. FI cards	1	0	1	2
12. Open doors	3	12	55	70
13. County calls	216	378	306	900
14. Total arrests	70	74	49	193
15. Arrest citations	8	9	6	23
16. Total activities	2170	2844	1902	6916

ACCOMPLISHMENTS

- Officer Troy, Officer Fulkerson and Officer Watkins have been released to full-duty status from their injuries they sustained on duty.
- Getting officers who work the airport overtime badged. (Airport Badges per TSA)

PLANS FOR NEXT MONTH

- Patrol is continuing to conduct traffic details in problem areas and intersections.
- EVOC has been set for two classes, one in April and one in May. Both classes will have 12 officers in them and the class will be at FLETC.
- Patrol is working with IT Jerry to get all GPS systems working in all police units with MCTs.
- Establish a Sergeants promotional list.
- Preparing for Sergeant Cavin's deployment overseas.

ISSUES AND CONCERNS

- Patrol is working on our fleet due to all Dodge Durangos having issues with radiator hoses, oil coolers, battery issues and recalls are now coming in for the Durangos. I talked

with Dodge staff and learned the oil coolers on the Durangos are faulty and we are working well together to get these done.

- One Patrol officer has an application out to ECSO.
- Officer J. Hurtado is on light duty due to her pregnancy at her request which will be followed by another officer this month due to same reason.
- Patrol seems to be stuck with around 34 to 36 officers and not growing. We have four in the academy at this time but by the time they graduate and come back to patrol, we will not change due to officers leaving/resigning/promoting or going to other divisions.
- Patrol fleet is okay but we still need units replaced. We only have 3 working K9 units with one (spare) being shared by both K9s. One Ford Explorer is down with a transmission issue and it is backordered until April. All K9 units are having issues and will need to be replaced very soon.

SWAT

On February 12, the SWAT team was called out to a barricaded subject at 113 E. Albuquerque. The subject was wanted by HSI and held a federal warrant. He had a history of violence and fled from agents inside the building. Gas was deployed and the subject fled from the building. He was taken to the ground and subsequently arrested.

On February 27, SID obtained a search warrant for 81 E. Eyman in reference to firearms and narcotics. The SWAT team executed the search warrant and two persons were detained and turned over to HSI for deportation. Money and other items of evidentiary value were seized.

Training: On 2-27-25, we conducted vehicle training at the west lot where the new team members learned how to operate the vehicles and got familiar with our equipment. We then moved to CCJDC where we did entry training with force-on-force scenarios.

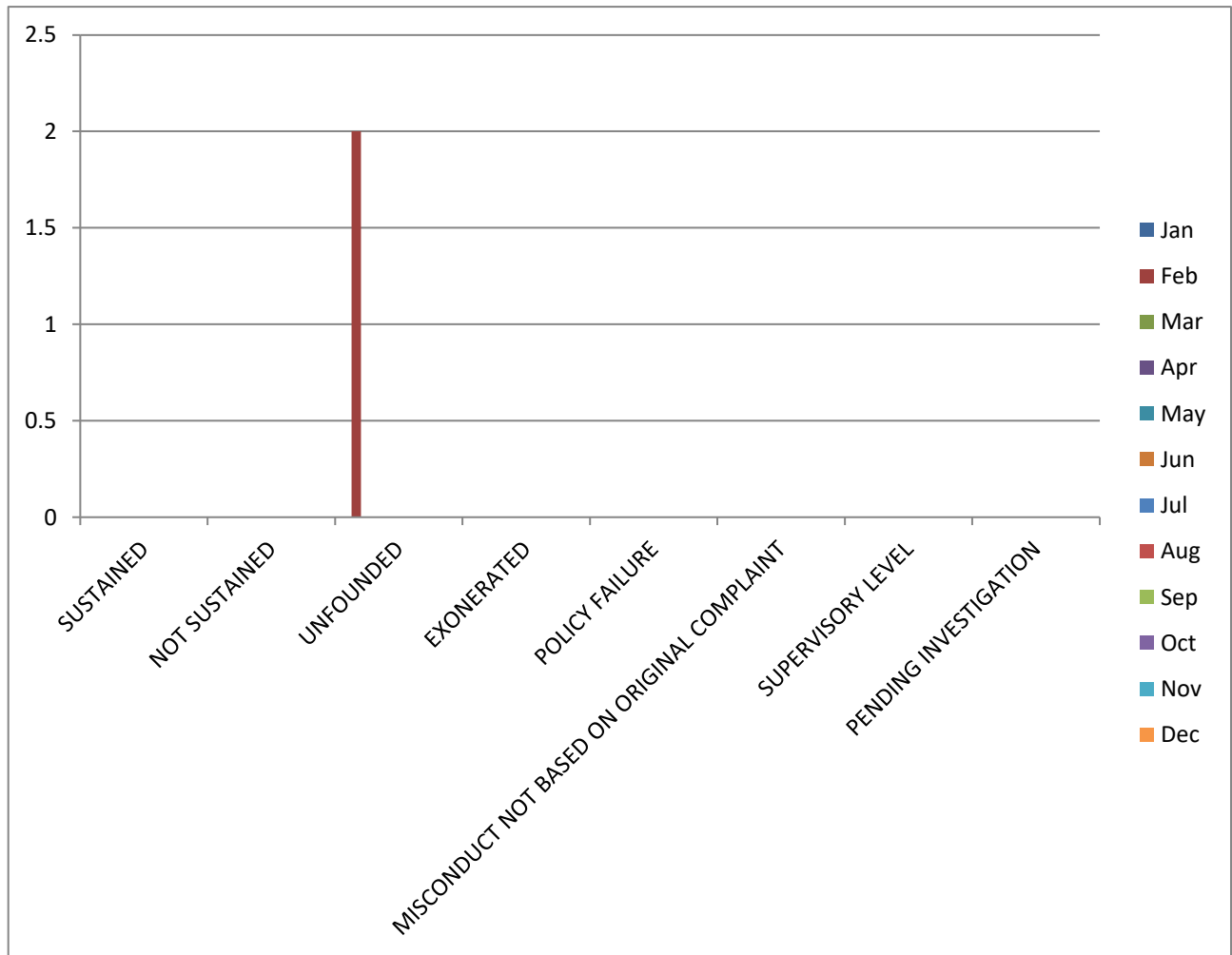
Accomplishments: New parts for robot were ordered. Have the new team leaders signed up for team leader training classes. Have everyone signed up for the TTPOA conference.

Plans for Next Month: Operator tryout and quals.

Issues and Concerns: No major issues right now.

Professional Standards (Internal Investigations)

Internal Investigations Monthly Report-February 2025



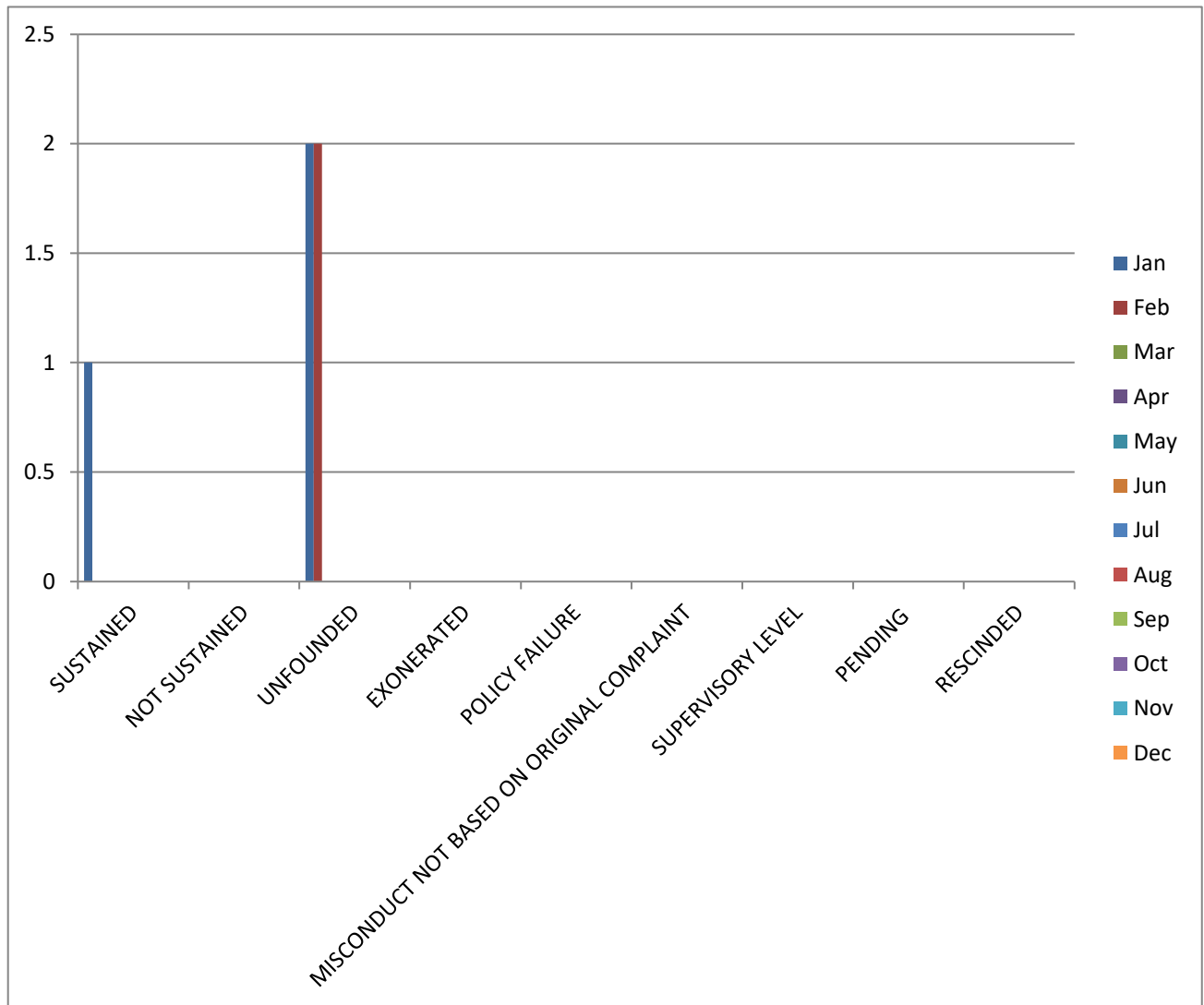
Total Complaints Received: 2

Pending Investigations: 0

Internally Generated: 0

Citizen Generated: 2

INTERNAL INVESTIGATIONS MONTHLY REPORT – Year to Date 2025



Total complaints received: 5
Pending Investigations: 0
Internally Generated: 1
Externally Generated: 4

Support Services/Training and Recruiting/Neighborhood Watch

RECRUITING

Currently the department has 89 sworn personnel and 100 total allotted positions for sworn personnel. We have 11 vacant positions with 4 applicants in the hiring process for recruit officer, and 1 applicant for PSA. The recruiting division is currently holding recruit testing every first and third Thursday of the month.



RECRUIT TESTING:

Thursday, February 6: 2 applicants tested. The applicants passed all physical standards that is required to proceed through hiring process.

Thursday, February 20: No applicants appeared for testing.

Saturday, February 22: 2 recruit officer applicants and 1 PSA applicant attended testing. One recruit and one PSA are currently in the hiring process.

FEBRUARY HIRES: (1)

NAME	STATUS
Starrett Huntsman	Hired on 2/7/25

LATERAL/RECRUIT APPLICANTS CURRENTLY IN PROCESS: (1)

NAME	STATUS
Melecio Flores	In backgrounds

PSA APPLICANTS CURRENTLY IN PROCESS: (1)

NAME	STATUS
Omar Jurado	In backgrounds

NEW HIRES/PROJECTED HIRE DATES AND RELEASED FROM HIRING PROCESS: (5)

NAME	STATUS
Duante Apodaca	Released from process (failed backgrounds)
Alexander Vargas	Hired date projected for the month of March
Greggory Brady	Transferred from PSA to Officer (1/27/25)
Nakia Fletcher	Released from process (failed backgrounds)
Krista Hernandez	Withdrew application

JANUARY LOSSES: (0)

Officers resigned/terminated or retired

NAME	REASON
------	--------

DIVISION HIGHLIGHTS

Community Outreach & Neighborhood Watch:

February 6:

Officer Gonzalez attended the Neighborhood Watch meeting for 1700 N. Delaware, which was held in the NMMI Police Department conference room. Officer Gonzalez provided information regarding the eviction process.

February 21:

Officer Gonzalez attended the Neighborhood Watch meeting at 410 E. 23rd St. The main topics discussed were how to criminally trespass subjects from the mobile home park and how to initiate eviction procedures for certain residents within the park.

February 26:

Officer Gonzalez visited the Wildewood Apartments, where he met with several residents and distributed pamphlets on fraud and scam prevention.

February 26:

Sgt. Trong Nguyen, Officer Kidd, and Officer Gamboa participated in Career Day at Roswell High School, where they had the opportunity to engage with students and share valuable insights into the law-enforcement profession. The officers discussed the various roles within law enforcement, the training and qualifications required, and the rewarding experiences of serving the community. Their presence at the event helped foster positive relationships between the police department and local youth, inspiring the next generation to consider careers in public safety. The officers' participation is a reminder of our ongoing commitment to community outreach and education.



February 27:

Officer Gonzalez visited 410 E 23rd St, where he met with several residents of the Senior Community Mobile Park and distributed pamphlets on fraud and scam prevention.

Training:

No trainings were put on this month. All mandatory annual training for all sworn personnel to maintain their certifications for the year of 2024 was completed and submitted to the NMLEA.

Academy:

January 26th: All 4 police recruits (Mikolas Fuentes, Annalicia Gallegos, Roberto De La Cruz and Gustavo Macias) are still attending the New Mexico Law Enforcement Academy.

Special Investigations Div./Chaves County Metro Narcotics Task Force

February 2025

New Activities – 49 new activities were generated this month. Agents executed 7 search warrants, made 4 controlled buys of narcotics, seized 9 firearms, made 28 arrests and had 7 activities that were classified as “Other.”

Narcotics Seized:

Methamphetamine – 2,135.2 grams

Fentanyl – 2,612 pills

Cocaine – 4.6 grams

Heroin – 1.4 grams

Criminal Investigations Division

Saturday 2-1-2025

Det. Rullan was called out to 900 Edgewood for a drive-by shooting. He was able to identify the two suspects in this case, David Montoya and Ciadra Aguilar. He charged them both with Shooting at Dwelling or Occupied Building, 5 counts of Aggravated Assault, Child Abuse, and Use of Telephone. Det. Rullan obtained several search warrants for this case including one at 209 W. Hobson.

Monday 2-3-2025

Det. Barrientos obtained a search warrant for Google as part of a fraud investigation.

Det. Ness obtained a search warrant for Apple and T-Mobile as part of a fraud investigation.

Wednesday 2-5-2025

While working a CID overtime detail focused on attempting to catch whomever was doing vehicle burglaries in Enchanted Hills, Det. Ness stopped out with Austin Deathrage. Mr. Deathrage had methamphetamine on his person and Det. Ness charged him with Possession of a Controlled Substance and Pedestrians on Roadways.

Saturday 2-8-2025

Det. Barrientos was called out to speak with someone who wished to give information about the Enchanted Hills vehicle burglaries. After speaking with this subject, the suspect in the burglaries was identified as James Rutledge.

Sunday 2-9-2025

Det. Castillo was called out for CSP. He obtained a search warrant for the suspect, Jaime Guzman-Flores and an offender kit was also obtained. Mr. Guzman-Flores was charged with one count of Criminal Sexual Contact of a Minor and is also being held on an ICE hold.

Monday 2-10-2025

While working an overtime detail, Det. Castillo had a vehicle flee from him. He was able to locate the vehicle and towed it for a search warrant as well as obtaining a search warrant for the residence it pulled in to.

Wednesday 2-12-2025

Det. Barrientos obtained an arrest warrant for James Rutledge for Aggravated Burglary, Burglary (Vehicle), 4 counts of attempt to commit Burglary (vehicle), and Felon in Possession. During a search warrant at 1607 S. Pennsylvania, Mr. Rutledge was located and taken into custody without incident. Det. Barrientos wrote six search warrants while working these burglaries. One of the firearms stolen from one of the burglaries was recovered during the execution of a search warrant on a vehicle that Mr. Rutledge had been contacted in.

Tuesday 2-25-2025

Det. Ness obtained two search warrants for banks as part of a fraud investigation.

Thursday 2-27-2025

Det. Basile obtained a search warrant for cell phone records as part follow up for a homicide investigation.

Technical Services Unit

The division highlights for February:

TSU highlights

- TSU helped with the execution of **21** search warrants.
- TSU responded to **14** callouts.
- TSU processed **6** items.
- TSU constructed **2** photo arrays for CID and Patrol.
- TSU conducted **0** trainings for Patrol and itself.
- TSU conducted **5** phone extractions.
- TSU conducted **4** video enhancements.
- TSU assisted with **17** calls for service.

Property highlights

- Property booked in the following: **405** total items, including **139** drug items, and **24** firearms.
- **30** items sent to lab.
- Cash deposited totaling **\$0**
- **0** Items transferred to outside agencies (ATF/HSI/FBI).
- **34** Items returned to owner/other.
- **0** Destruction Orders obtained and executed. **0** items were destroyed based on these Destruction Orders. There are **6** Destruction Orders in progress.
- **0** firearms destroyed per destruction order.

	YTD	February
Items booked in	800	405
Guns	43	24
Drugs	220	139
Sent to lab	65	30
Cash Deposits	0	0
Money deposited	0	0
Transferred	5	5
RTOW/RETO	56	34
D.O.'s Executed	0	0
Total Items Dest.	0	0
Firearms Dest.	0	0

Notable Events: City maintenance workers have been assembling car lifts at RPD's west lot storage facility to create additional space for vehicles.

ROSWELL POLICE DEPARTMENT
MONTHLY REPORT – FEBRUARY 2025

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
CRIMES AGAINST PERSONS					
<i>Murder/Manslaughter*</i>	0	0	2	0	NA
<i>Justifiable Homicide</i>	0	0	0	0	0.00%
<i>Criminal Sexual Penetration</i>	2	0	3	0	NA
<i>Robbery</i>	0	1	0	1	-100.00%
<i>Aggravated Assault/Battery</i>	26	28	45	48	-6.25%
<i>Minors-Sexual Penetration</i>	0	1	3	3	0.00%
<i>Minors-Sexual Contact</i>	6	1	7	5	40.00%
<i>Child Abuse</i>	4	4	14	6	133.33%
<i>Crimes Against Persons (Non-Violent)*</i>	185	189	341	391	-12.79%

CRIMES AGAINST HOUSEHOLD MEMBER					
<i>Domestic Violence-Physical Contact</i>	40	42	75	82	-8.54%
<i>Domestic Violence-Verbal</i>	24	27	54	60	-10.00%

PROPERTY CRIMES					
<i>Burglary</i>	6	17	22	36	-38.89%
<i>Larceny</i>	76	60	143	142	0.70%
<i>Motor Vehicle Theft</i>	5	7	10	13	-23.08%
<i>Criminal Damage</i>	35	67	76	121	-37.19%
<i>Graffiti</i>	0	0	1	0	NA
<i>All Other Crimes Against Propert</i>	19	31	39	58	-32.76%

DWI	6	12	15	27	-44.44%
------------	---	----	----	----	---------

PERSONS ARRESTED	356	346	679	712	-4.63%
-------------------------	-----	-----	-----	-----	--------

TRAFFIC REPORT					
<i>Fatal Accidents</i>	0	2	1	2	-50.00%
<i>Injury Accidents</i>	13	11	24	29	-17.24%
<i>Property Damage Only</i>	48	57	99	117	-15.38%
<i>Traffic Citations</i>	707	323	1,262	833	51.50%

TOTAL ACTIVITIES					
<i>Officer Initiated</i>	2,188	1,712	4,191	3,774	11.05%
<i>Calls for Service</i>	2,148	2,370	4,390	4,878	-10.00%

*Less Justifiable Homicide ie: self-defense, officer-involved shootings, etc.

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
PART I CRIMES					
CRIMINAL HOMICIDE TOTAL	0	0	2	0	NA
<i>Murder/Nonnegligent Homicide</i>	0	0	2	0	NA
<i>Manslaughter By Negligence</i>	0	0	0	0	0.00%
FORCIBLE RAPE TOTAL	2	1	6	3	100.00%
<i>Rape By Force</i>	2	1	6	3	100.00%
<i>Attempts to Commit Forcible Rape</i>	0	0	0	0	0.00%
ROBBERY TOTAL	0	1	0	1	-100.00%
<i>Firearm</i>	0	1	0	1	-100.00%
<i>Knife or Cutting Instrument</i>	0	0	0	0	0.00%
<i>Other Dangerous Weapon</i>	0	0	0	0	0.00%
<i>Strong-Arm (Hands, Fists, Feet, Etc.)</i>	0	0	0	0	0.00%
ASSAULT/BATTERY TOTAL	126	130	214	248	-13.71%
<i>Firearm</i>	15	15	25	25	0.00%
<i>Knife or Cutting Instrument</i>	2	5	5	6	-16.67%
<i>Other Dangerous Weapon</i>	6	4	10	10	0.00%
<i>Hands, Fists, Feet, Etc.-Aggravated Injury</i>	3	4	5	7	-28.57%
<i>Other Assaults-Simple, Not Aggravated</i>	100	102	169	200	-15.50%
BURGLARY TOTAL	6	17	22	36	-38.89%
<i>Forcible Entry</i>	5	13	14	25	-44.00%
<i>Unlawful Entry-No Force</i>	1	4	8	11	-27.27%
<i>Attempted Forcible Entry</i>	0	0	0	0	0.00%
LARCENY THEFT TOTAL	76	60	143	142	0.70%
MOTOR VEHICLE THEFT TOTAL	5	7	10	13	-23.08%
<i>Autos</i>	3	5	8	11	-27.27%
<i>Trucks and Busses</i>	0	0	0	0	0.00%
<i>Other Vehicles</i>	2	2	2	2	0.00%
GRAND TOTAL	215	216	397	443	-10.38%
CRIMES NOT REPORTED ELSEWHERE					
<i>Arson</i>	1	3	4	4	0.00%
<i>LEOKA* (Also shown in Part I Assaults)</i>	23	34	42	58	-27.59%

*Less Justifiable Homicide ie: self-defense, officer-involved shootings, etc.

PART II CRIMES	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
CRIMES AGAINST PERSONS (Non-Violent)					
<i>Weapons Violations</i>	11	2	19	18	5.56%
<i>Voyeurism Prohibited</i>	0	0	0	0	0.00%
<i>Indecent Exposure</i>	0	0	0	0	0.00%
<i>Child Solicitation by Electronic Means</i>	2	0	2	0	NA
<i>Enticement of a Child</i>	1	0	1	0	NA
<i>Custodial Interference</i>	3	5	6	5	20.00%
<i>Disorderly Conduct</i>	6	8	18	20	-10.00%
<i>Disorderly House</i>	0	0	0	0	0.00%
<i>Criminal Trespass</i>	16	18	34	28	21.43%
<i>Simple Assault/Simple Battery</i>	100	102	169	200	-15.50%
<i>Harassment</i>	9	5	13	12	8.33%
<i>Stalking</i>	2	2	2	5	-60.00%
<i>Kidnapping</i>	0	0	0	0	0.00%
<i>Threats</i>	4	5	11	15	-26.67%
<i>Public Affray</i>	4	1	5	6	-16.67%
<i>Public Nuisance</i>	3	4	7	9	-22.22%
<i>Runaway</i>	15	29	27	56	-51.79%
<i>Emergency Removal</i>	4	5	15	9	66.67%
<i>Missing Person</i>	2	3	7	3	133.33%
<i>TRO Violation</i>	3	0	5	5	0.00%
TOTAL	185	189	341	391	-12.79%
CRIMES AGAINST PROPERTY					
<i>Forgery</i>	3	0	4	4	0.00%
<i>Fraud</i>	10	18	17	34	-50.00%
<i>Embezzlement</i>	3	1	5	3	66.67%
<i>Shooting at Unoccupied Dwelling or Veh</i>	0	6	3	9	-66.67%
<i>Stolen Property Possession/Recovery</i>	0	0	2	0	NA
<i>Identity Theft</i>	3	6	8	8	0.00%
TOTAL	19	31	39	58	-32.76%
GRAND TOTAL	204	220	380	449	-15.37%

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
IPRA Requests					
<i>IPRAs for Lapel Video</i>	61	0	130	0	0.00%
<i>IPRAs All Other</i>	70	0	184	0	0.00%
<i>Video Redaction Hours</i>	134	0	279	0	0.00%
IPRA Requests Total	183	0	183	0	0.00%

Fleet

<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Mileage</u>
28447	2016	Ford	Explorer	194,038
89492	2017	Ford	Explorer	196,707
36613	2016	Ford	Explorer	185,301
89524	2017	Ford	Explorer	183,207
89487	2017	Ford	Explorer	175,554
31685	2019	Ford	Explorer	175,995
28428	2016	Ford	Explorer	179,910
28423	2016	Ford	Explorer	166,650
96906	2017	Chevrolet	Tahoe	170,969
57133	2014	Chevrolet	Tahoe	162,782
93360	2016	Dodge	Charger	76,601
57152	2016	Chevrolet	Tahoe	158,429
89513	2017	Ford	Explorer	153,115
88400	2015	Ford	Explorer	149,195
34195	2005	Chevrolet	Tahoe	136,964
10210	2010	Ford	Crown Victoria	131,909
36933	2009	Ford	Crown Victoria	119,904
30273	2015	Chevrolet	Tahoe	117,801
26899	2011	Ford	Fusion	116,842
29690	2015	Chevrolet	Tahoe	114,554
10217	2010	Ford	Crown Victoria	108,825
40165	2010	Ford	Crown Victoria	107,333
16949	2003	Dodge	Ram 1500	102,673
26898	2011	Ford	Fusion	101,233
59650	2008	Ford	F-150	100,972
86724	2014	Dodge	Charger	100,258
78144	2014	Chevrolet	Caprice	103,659
10220	2010	Ford	Crown Victoria	97,345
31689	2015	Chevrolet	Tahoe	98,484
65446	2009	Ford	Escape	94,805
████	████	████	████	████
34130	2015	Chevrolet	Tahoe	98,923
13525	2013	Dodge	Charger	90,903
52313	2014	Chevrolet	Caprice	90,943
93766	2017	Ford	Explorer	83,409
62246	2014	Dodge	Charger	84,088
26897	2011	Ford	Fusion	81,752
40161	2010	Ford	Crown Victoria	81,556
72088	2012	Dodge	Charger	79,010
8020	2010	Dodge	Charger	78,979
45260	2016	Chevrolet	Tahoe	78,560
44281	2014	Ford	Fusion	83,771
39011	2014	Ford	F-150	75,505

80041	2011	Ford	F-150	75402
87942	2013	Chevrolet	Silverado 1500	80,045
████	████	████	████	████
48047	2016	Chevrolet	Tahoe	72164
████	████	████	████	████
88517	2014	Chevrolet	Impala	69,000
56897	2016	Ford	F-150	71,618
44280	2014	Ford	Fusion	66701
93258	2018	Ford	Explorer	65000
5164	2014	Chevrolet	Impala	64949
56896	2016	Ford	F-150	64539
92028	2010	Dodge	Charger	64513
34846	2019	Ford	F-150	63882
86725	2014	Dodge	Charger	61025
26896	2011	Ford	Fusion	60451
93254	2018	Ford	Explorer	58623
93263	2018	Ford	Explorer	57168
93259	2018	Ford	Explorer	56667
44520	2016	Chevrolet	Tahoe	57,204
10215	2010	Ford	Crown Victoria	55555
34847	2019	Ford	F-150	54664
93257	2018	Ford	Explorer	49434
32183	2014	Ford	F-150	49421
41995	2015	Chevrolet	Impala	50,386
79189	2017	Ford	Fusion	48501
93256	2018	Ford	Explorer	46182
5898	2014	Chevrolet	Impala	69,643
52368	2014	Chevrolet	Caprice	43481
93260	2018	Ford	Explorer	42868
93252	2018	Ford	Explorer	37379
79188	2017	Ford	Fusion	37055
65599	2017	Ford	F-250 SD	33991
15718	2015	Chevrolet	Impala	32229
49626	2020	Chevrolet	Silverado 1500	33,573
86315	2016	Ford	F-250 SD	30488
13994	2019	Ford	Taurus	29308
83618	2021	Ford	Explorer	28171
			Ram Pickup	
84064	2017	Ram	1500	27,095
38158	2021	Ford	F-150	25,459
38488	2021	Ford	Explorer	23407
95324	2020	Chevrolet	Silverado 1500	25,041
82270	2021	Dodge	Ram 1500	24,488
4C	2002	GMC	Hummer	22830
2715	2005	Ford	Focus	21754
24727	2021	Dodge	Durango	21022

67368	2021	Dodge	Ram 1500	19566
67372	2021	Dodge	Ram 1500	18216
67371	2021	Dodge	Ram 1500	17321
93458	2021	Dodge	Ram 1500	17089
39536	2021	Ford	Explorer	16937
37468	2022	Dodge	Durango	19,660
24728	2021	Dodge	Durango	14092
67369	2021	Dodge	Ram 1500	13408
19631	2021	Chevrolet	Silverado 1500	13192
1171	1991	GMC	C7500	13010
67367	2021	Dodge	Ram 1500	12834
67365	2021	Dodge	Ram 1500	12402
39615	2021	Ford	Explorer	12371
67364	2021	Dodge	Ram 1500	12055
50077	2008	Caimen	MRAP	12046
95625	2022	Ford	F-150	11995
30597	2022	Ford	Explorer	9164
89416	2017	Ford	Transit Van	8699
92775	2022	Dodge	Durango P30	7814
8950	2000	Winnebago	Motorhome	7800
67366	2021	Dodge	Ram 1500	6558
5951	2014	Chevrolet	Impala	5995
67373	2021	Dodge	Ram 1500	5963
92770	2022	Dodge	Durango	5657
52959	2023	Ford	F-150	9,125
19664	2023	Chevrolet	Silverado 1500	11,658
49685	2023	Dodge	Durango	3437
923	2023	Jeep	Cherokee	2012
81072	2023	Chevrolet	Silverado 1500	3,469
77956	2023	Ford	F-150	950
6976	2023	Nissan	Rogue	1,536
65581	2023	Chevrolet	Silverado 1500	2,663
24866	2023	Nissan	Sentra	267
92777	2022	Dodge	Durango	231
92767	2022	Dodge	Durango	7,249
92771	2022	Dodge	Durango	12,025
92773	2022	Dodge	Durango	7,037
96430	2023	Chevrolet	Silverado 1500	1,142
5013	2001	Spee	Trailer	N/A
21190	2004	Texm	Trailer	N/A
26586	2007	Hlmr Pace	Trailer	N/A
37708	2005	American	Trailer	N/A

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 9.

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Fire

Attachments

Fire Report

Roswell Fire Department
Month of February Report
Prepared by: Chief Steve Chavez
Date: 03/11/2025

Overview

This report provides a summary of the monthly activities, incidents, training, and operational status from the Roswell Fire Department Chiefs. The intent is to present a consolidated view of the department's operational performance and highlight areas requiring attention or improvement.

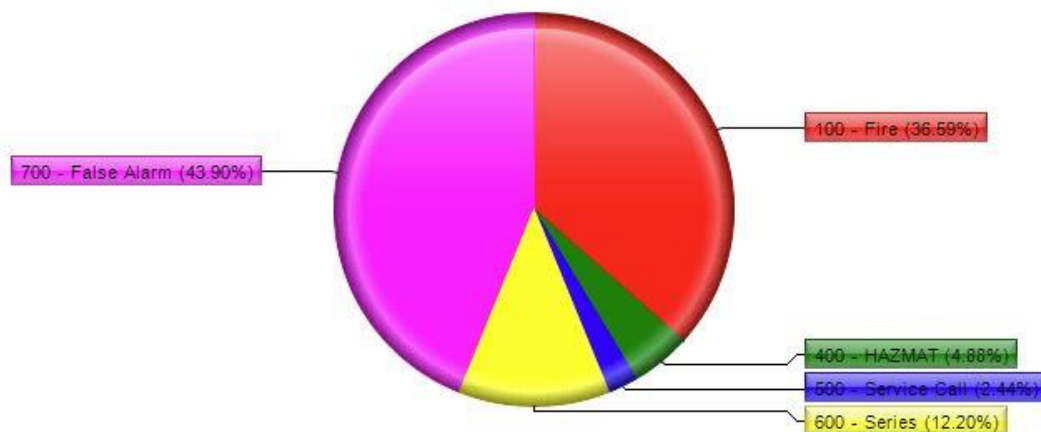
Incident Responses

Total Calls for Service: 913

- Fire-related Calls- 123

Fire Incident Type Breakdown

Incident Type Group	
100 - Fire	45
400 - HAZMAT	6
500 - Service Call	3
600 - Series	15
700 - False Alarm	54
	123



- EMS Calls: 790

EMD Complaint	2025-02-01	2025-01-01	
Sick Person	85	115	200
Assist Invalid	19	21	40
Chest Pain (Non-Traumatic)	9	16	25
Falls	34	52	86
Unknown Problem/Person Down	5	10	15
No Other Appropriate Choice	18	40	58
Traffic Accident	13	27	40
Breathing Problem	38	67	105
Traumatic Injury		1	1
EMS Special Service		1	1
Stroke/CVA	5	5	10
Medical Alarm	8	9	17
Cardiac Arrest/Death	10	15	25
Convulsions/Seizure	13	19	32
Well Person Check	5	1	6
Choking		3	3
Stab/Gunshot Wound/Penetrating Trauma	1	7	8
Assault	7	8	15
Unconscious/Fainting	5	7	12
Altered Mental Status	5	9	14
Heart Problems/AICD	1	3	4
Diabetic Problem	4	7	11
Abdominal Pain/Problems	6	11	17
Headache		1	1
Transfer/Interfacility/Palliative Care	1	3	4
Overdose/Poisoning/Ingestion	4	6	10
Nausea		1	1
Animal Bite	1	1	2
Healthcare Professional/Admission		1	1
Pregnancy/Childbirth	3		3
Back Pain (Non-Traumatic)	2	1	3
Standby	1	1	2
Psychiatric Problem/Abnormal Behavior/Suicide Attempt	4	4	8
Vomiting	3	1	4
Hemorrhage/Laceration	4		4
Allergic Reaction/Stings	1		1
Burns/Explosion		1	1
	315	475	790

Notable Incidents:

- **A Shift:** Responded to six structure fires, all successfully mitigated without issues. Additionally, crews handled an Alert 2 situation involving a military aircraft with damaged landing gear.

- **B Shift:** Significant incidents included multiple structure fires, including a shed fire with hazardous materials involvement and a power line down. Quick actions by crews ensured damage was contained and no injuries occurred.
- **C Shift:** Crews managed several high-risk fires, including a car fire, an attic fire with significant smoke conditions, and a recurring fire at a vacant structure. Efforts were made to salvage personal belongings for affected families, and Red Cross assistance was activated where necessary.

Training and Drills

- **A Shift:** Conducted four multi-company drills, including a night drill, along with two leadership classes. Several crew members completed ARFF training.
- **B Shift:** Focused heavily on preparing candidates for the Lieutenant's test, including tabletop scenarios and live training on structure fire command, HazMat, rope rescue, and mass casualty incidents. All three candidates passed and will be promoted to Lieutenant on March 7, 2025. Additionally, two paramedics joined the RPD SWAT team as Tactical EMS (TEMS) members.
- **C Shift:** Emphasized regular training field usage for new Lieutenants. Current Lieutenants assisted in scenario training, identifying areas for improvement within crews.
- **Training Division:** Conducted a hiring process using the Combat Challenge. The weekend prior to tryouts, two city councilors participated in the challenge. During tryouts, 30+ candidates participated, with 17 advancing to the written test, 11 progressing to interviews and background checks, and an expected 6-7 recruits set to begin school in late March. Additionally, the division held a Lieutenant exam where 7 FAOs tested, 5 passed the exam and practical, and 4 were promoted.
- **EMS Training:** Crews worked on their National Registry and NM EMS portal license renewals. An ACLS refresher course was completed. Additionally, coordination with TransAero MedEvac, ENMU Roswell, and ENMMC is ongoing to enhance interagency EMS training and improve collaboration.

Personnel and Staffing

- **Promotions:**
 - **A Shift:** Promoted one firefighter to FAO and one FAO to Lieutenant.
 - **B Shift:** Three candidates successfully passed their Lieutenant's exam, with promotions effective March 7, 2025.
 - **Training Division:** Four FAOs were promoted to Lieutenant following successful testing.
- **New Hires:** A Shift welcomed a lateral FAO hire.
- **TEMS Team Expansion:** Two paramedics completed firearms training and are attending SWAT training while responding to callouts.

Equipment and Apparatus Status

- New apparatus being added to the department include two HME 1500 GPM pumpers and one mid-mount Siddons Martin aerial apparatus.
- Apparatus and equipment functioned well, with no major breakdowns reported.
- Crews assisted in ongoing station refurbishment projects, including drywall installation, painting, and baseboard application at Station 1.

Station Conditions and Projects

- **Station 1 Overhaul:** Ongoing with assistance from shift personnel.
- **Health & Safety Concerns:** No major issues reported.

Community Engagement & Public Education

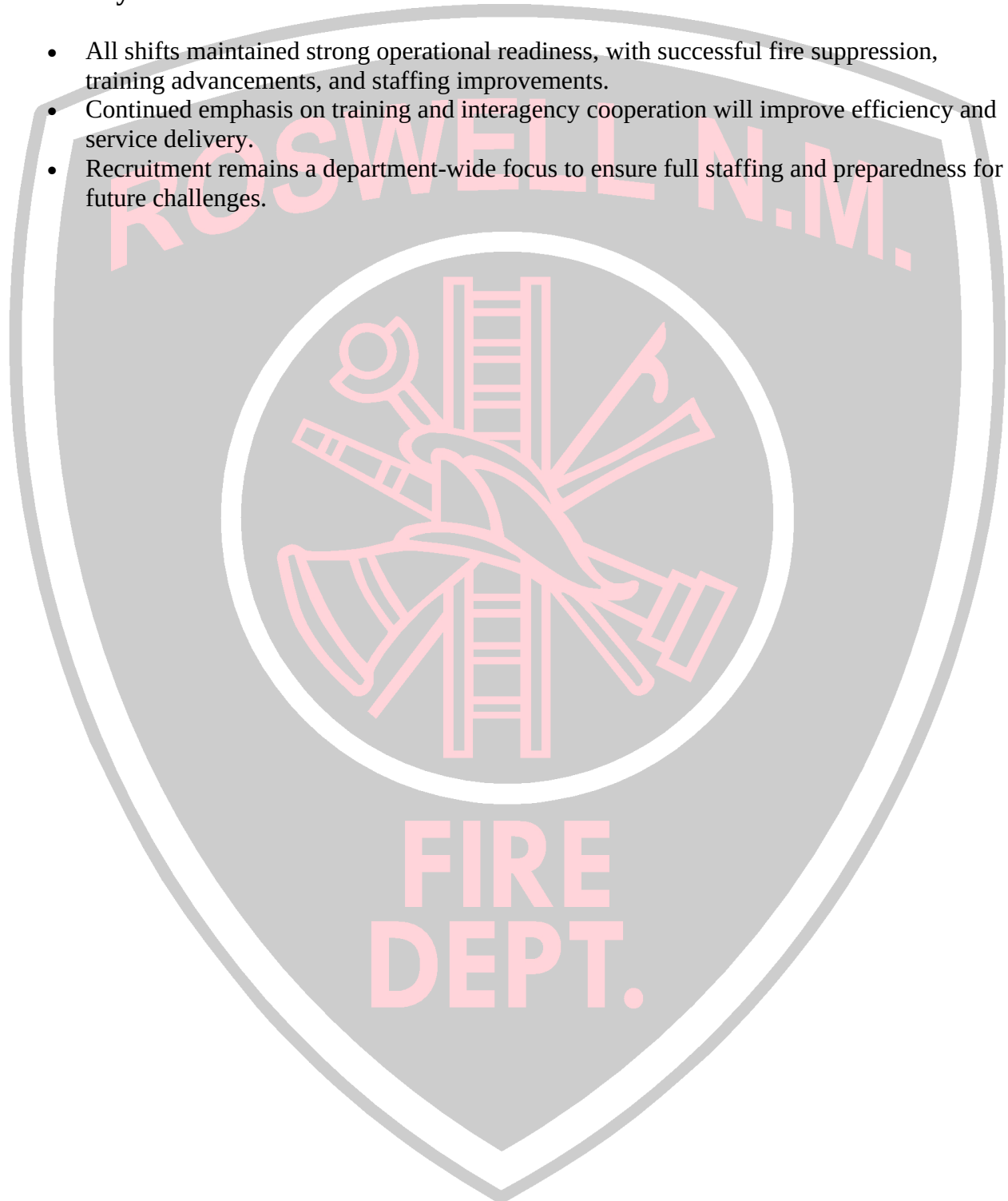
- **A Shift:** Continuing interagency EMS training initiatives. (TransAero, ENMMC)
- **B Shift:** Continuing interagency EMS training initiatives. (TransAero, ENMMC)
- **C Shift:** Several PR events:
 - Station 2 and 5 visits to local elementary schools.
 - Station 3 and 6 assisted ENMMC with a CPR class for elderly residents.
 - Lieutenants Jordan and Fuller attended Dexter High School's career day to support recruitment efforts.
 - Training Division engaged with city councilors in the Combat Challenge to showcase firefighter fitness requirements.

Other Notable Items

- Collaborating with Reno Air Racing People to ensure communications for event.
- Working with Jim Sexe on mapping and preparing for tabletops and live drills in preparation for Pilot Racing School in May.
- Starting preparations for a large-scale MCI drill in coordination with Roswell Airport.
- Gathering ARFF truck bids for future purchase by FAA.
- Searching for grants for the fire department and water department to fund third-party hydrant flow testing.
- Beginning design stages for a potential Station 1 addition for female personnel.
- Ordered new fire hose, lifting airbags, PPV Fans, and K1 FLIR cameras.

Summary and Recommendations

- All shifts maintained strong operational readiness, with successful fire suppression, training advancements, and staffing improvements.
- Continued emphasis on training and interagency cooperation will improve efficiency and service delivery.
- Recruitment remains a department-wide focus to ensure full staffing and preparedness for future challenges.



The background of the page is a large, light gray shield with a white border. Inside the shield, there is a faint, large, pink watermark that reads "ROSWELL N.M." at the top and "FIRE DEPT." at the bottom. In the center of the shield is a circular emblem containing a Maltese cross, which is a common symbol for fire departments. The cross is pink and has various firefighting tools like a pike pole and a fire hose nozzle integrated into its design.

ROSWELL FIRE DEPARTMENT

Fire Marshal's Monthly Report

February 2025

Submitted by

Fire Marshal Jared Olive

Roswell Fire Department
200 S. Richardson Ave
Roswell, NM 88203
Ph: (575) 624-6800

FEBRUARY TOTALS

STAFF-

- FIRE MARSHAL JARED OLIVE
- DEPUTY FIRE MARSHAL CHRIS CASEY
- DEPUTY FIRE MARSHAL PRESTON WASHINGTON
- FIRE PREVENTION ADMIN ESPERANZA DELEON

TRAINING-

- 2/11-13/25 DRONE PILOT CLASS - WASHINGTON (12HR)
- 2/18/25 ESO TRAINING -OLIVE, CASEY, WASHINGTON, DELEON (2HRS EACH)
- 2/24-28/25 NMIAAI ARSON INVESTIGATORS CONFERENCE -OLIVE, WASHINGTON – (40HRS EACH)
 - Burn Boston Burn by ATF agent Wayne Miller
 - Engineering study of kitchen stove fires by Robbie Longseth
 - Investigating cooking fires by Chief G. Whited
 - Evidence Spoliation by Chief G. Whited
 - Curriculum Vitae By M. Miller
 - Electric Vehicle Fires by Joe Herzberg
 - Solar Panel Fires By Joe Paolo
 - Round Table Discussion with IAAI, State Fire.

TOTAL INSPECTOR TRAINING: 0

TOTAL FIRE TRAINING: 12

TOTAL EMS TRAINING HOURS: 0

TOTAL INVESTIGATOR TRAINING: 80

TOTAL ADMINISTRATION TRAINING: 8

STAFF TOTAL: 100hrs

INVESTIGATIONS-

- STRUCTURE- 16
- VEHICLE-1
- OTHER- 1

TOTAL FIRE INVESTIGATIONS:18

PLAN REVIEWS-

Date Received: 2-7-25
Address: 202 W Hobbs St
Name: Los Novillos
Plans: Hood Fire Extinguishing System
Date Reviewed: 2-14-25
Permit: Yes
Permit No. 25-038-1407
Permit Amount: \$100
Initials: Christopher Casey

Date Received: 2-13-25
Address: 117 E 19th St
Name: Lovelace
Plans: Temp Pharmacy
Date Reviewed:
Permit:
Permit No.
Permit Amount:
Initials:

Date Received: 2-13-25
Address: 2801 N Kentucky Ave
Name: B & J Apartments
Plans: Remodel 2nd Phase
Date Reviewed:
Permit:
Permit No.
Permit Amount:
Initials:

Date Received: 2-21-25
Address: 105 N Pennsylvania Ave
Name: Allison's Home Supply
Plans: Misc. Combustible Liquids
Date Reviewed: 2-21-25
Permit: Yes
Permit No. 25-055-1004
Permit Amount: \$50
Initials: Jared Olive

Date Received: 2-21-25
Address: 105 N Pennsylvania Ave
Name: Allison's Home Supply
Plans: Flammable Combustible Liquids
Date Reviewed: 2-21-25
Permit: Yes
Permit No. 25-055-1005
Permit Amount: \$50

Initials: Jared Olive

Date Received: 2-21-25
Address: 105 N Pennsylvania Ave
Name: Allison's Home Supply
Plans: Gates Fire Access Rd
Date Reviewed: 2-21-25
Permit: Yes
Permit No. 25-055-1006
Permit Amount: \$50
Initials: Jared Olive

Date Received: 2-21-25
Address: 105 N Pennsylvania Ave
Name: Allison's Home Supply
Plans: Hile Pile Storage
Date Reviewed: 2-21-25
Permit: Yes
Permit No. 25-055-1007
Permit Amount: \$50
Initials: Jared Olive

Date Received: 2-27-25
Address: 101 S Lincoln Ave
Name: Alien City Rod Shop
Plans: Chemical Extinguishing System
Date Reviewed: 2-21-25
Permit: Yes
Permit No. 25-058-0815
Permit Amount: \$50
Initials: Christopher Casey

Permits Issued: 6

Total Plans Reviewed: 8

Total Amount: \$350

INSPECTIONS-

- 200 TYPE (GENERAL) – 127
- 210 (RE-INSPECTION) – 7
- 221 Type (FIRE ALARM) - 1
- 822 TYPE (SPRINKLER) –
- 800 TYPE (GEN. CONSULT) –
- FOOD TRUCK- 1
- RES. DAYCARE-
- AIR BNB - 3

TOTAL INSPECTIONS: 139

PUBLIC RELATIONS / EDUCATION

- 2/21/25 Fire Prevention training for City Staff Parks Department [In-person](3hr)
- 2/13/25 Avflight Fire Extinguisher class
- 2/21/25 Fire Drill Sierra Middle School

TOTAL SPECIAL EVENTS: 3

SPECIAL EVENTS / OTHER

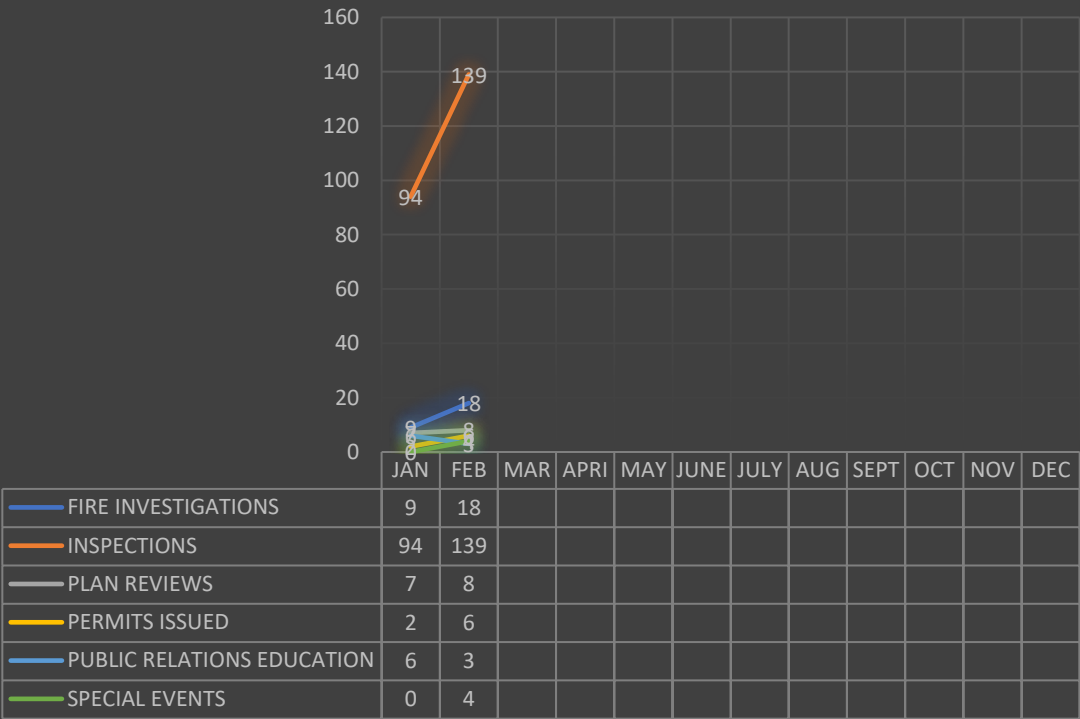
- 2/4/25 NM Fire Marshals Association Meeting [zoom]
- 2/12/25 Safety Committee Meeting Air Center center [In-person]
- 2/24/25 NMIAAI Arson Investigators Annual training conference and meeting [in person]
- 2/26/25 RHS Career Day

TOTAL SPECIAL EVENTS: 4

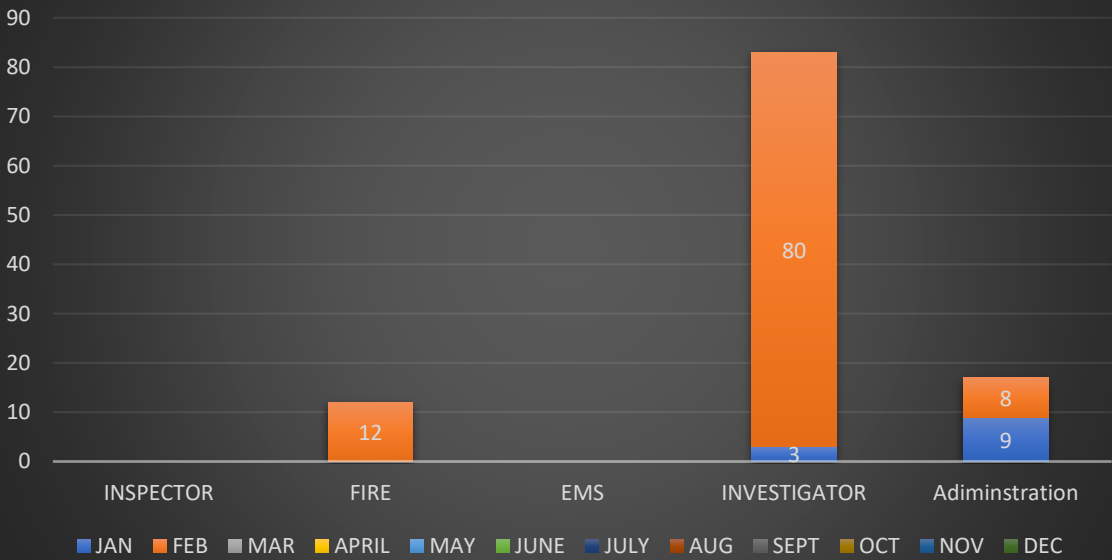
SUMMARY

February was a busy month with a large number of inspections, and investigation (18!). Still continuing education in our new reporting software ESO to try to get the most out of the complex system. Fire Prevention also participated in a ton of trainings this month some of which we provided like the 3hr. safety training at the Parks Department, and the Extinguisher class For Avflight. Our biggest training that we attended was our Annual Fire Investigators training in Albuquerque where we got to learn from people from all over the US including renowned author and former ATF agent Wayne Miller from Boston, MA.

PUBLIC SAFETY SERVICES-2025



FIRE PREVENTION BUREAU TRAINING-2025



ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 10.

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

AMR Monthly Report

Attachments

Monthly Report

City of Roswell
Public Safety Committee
Monthly Report



ROSWELL

KP Prescott
Operations Manager

March 18, 2025

Roswell Public Safety Committee
February 2025
AMR Roswell Monthly Report

System status report as of February 28, 2025:

- **37 Personnel**
 - 29 Full Time
 - 12 Paramedics
 - 11 EMT-Intermediate
 - 6 EMT-Basics
 - 8 Part Time
 - 5 Paramedics
 - 2 EMT-Intermediate
 - 1 EMT-Basics

Currently we have 2 RFD personnel (2 AEMT) working part time.

We are sponsoring 2 employees for license upgrades, 2 in the paramedic program

We have 6 fulltime employees that have graduated from the AEMT program at ENMU-R and are taking their NREMT Exam.

- **5 Ambulances staffed daily.**
 - 4 – 24 hour ALS
 - 1 – 12 hour 0900-2100 ALS (AEMT)
 - Total of 108 Unit Hours Daily
- **1 Ambulance staffed as needed.**
 - 1 – 12 hour 0800-2000 BLS/ALS for LDT's
 - Total of 12 Unit Hours Daily

AMR continues to staff in 3 posting stations, our main Country Club station, RFD station 1, and RFD station 5 staffed and in full operations aiding in efficient response times.

EMD priority dispatching, ProQA has had a large impact on response times. We have received multiple EMS only non-emergent calls for service. **This Month we have responded to 183 EMS only calls.**

Code 3 Compliance-Roswell NM

Excludes EMS Approved Exemptions

Responses between 2/1/2025 and 2/28/2025

Response Zone	Unit Number	Total Responses	Total Transports	Total Lates	Compliance Percent
☒ NM Roswell		436	302	58	86.70%
☒ NM Chavez County		53	38	0	100.00%

We attended the state Medical Direction Committee (MDC) meeting on March 7th, we had submitted our review for finger thoracostomy, and we were approved by the MDC to continue to use the Special Skills of Finger Thoracostomy for Paramedics. AMR was given accolades by the State Medical Director for our continued development in quality patient care.

AMR's Special Skills continue to raise the bar and bring an advanced level of care to the community of Roswell and Chaves County.

We are pleased to partner with local hospital accreditations and have received the Chest Pain Accreditation Partner in Care from the American College of Cardiology Foundation. We are excited to report that we have verified that our teams have successfully resuscitated 4 more Roswell citizens with no neurological deficits, and we have added them to our Tomorrow Wall. We now have 23 Roswell / Chaves County citizens on our Tomorrow Wall.

We continue to have STEMI Alerts with successful PCI outcomes, with STEMI's being identified by our AEMT's with Special Skills.

AMR continues to invite teams from RFD and Chaves County EMS with joint training to aid in the development of a better EMS System in Roswell and the County.

We continue to work within the community and supporting events with the schools for career days and stand by services at Football games, as well as providing standby service when needed. We had a booth in this year's Chaves County Health Expo. We are working on new dates for a community wide Hands Only CPR and Stop the Bleed event that we had to postpone due to the flood.

AMR is dedicated to the community that we serve in and wants this committee to know that we are here to serve them.

City of Roswell Monthly Summary

1/1/2025 - 2/28/2025

City of Roswell	Jan 2025	Feb 2025	Total
911 Responses	748	650	1,398
IFT Responses	154	155	309
Total Responses	902	805	1,707
Total Canceled	64	77	141
Total Dry Runs	215	184	399
Total Transports	623	544	1,167
Total Lates	14	12	26
Total to Lovelace	83	84	167
Total to Eastern NM Med	402	315	717

Confidential and Proprietary Notice –

This material has been generated by the Operational Planning and Analytics Group and is the property of American Medical Response. This document may contain confidential or legally privileged information and should be treated as proprietary information intended solely for those individuals or entities authorized to receive it. As the recipient, you are hereby notified that any disclosure, copying or distribution is strictly prohibited without written consent from American Medical Response. The definitions and categories used by OPAP for response time compliance are proprietary and used for internal tracking purposes only. OPAP has established its definitions and categories for ease of tracking. The OPAP definitions and categories do not replace, change or affect the requirements for response time compliance established by any state agency, local agency or any contract. The OPAP definitions and categories do not replace, change or affect any billing requirements established by any laws or any contracts.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 11.

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Roswell Animal Services

Attachments

Monthly Report February 2025

Roswell Animal Services
Monthly Report
February 2025



Submitted by
Animal Services Manager
Shantel Mairot

Roswell Animal Services
705 E. McGaffey
Roswell NM 88203
(575)624-6722

Kennel Statistics



Roswell Animal Services

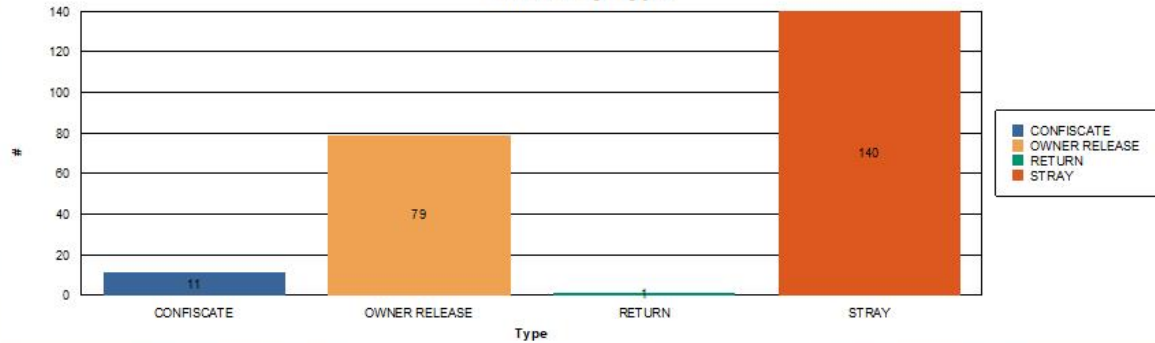
Kennel Statistics

2/1/2025 to 2/28/2025

Intakes

	COUNTY			ROSWELL					TOTAL
	CAT	DOG	Total	CAT	DOG	KITTEN	PUPPY	Total	
CONFISCATE	0	1	1	1	8	0	1	10	11
OWNER RELEASE	1	1	2	0	46	7	24	77	79
RETURN	0	0	0	0	1	0	0	1	1
STRAY	0	17	17	11	83	8	21	123	140
GRAND TOTAL	1	19	20	12	138	15	46	211	231

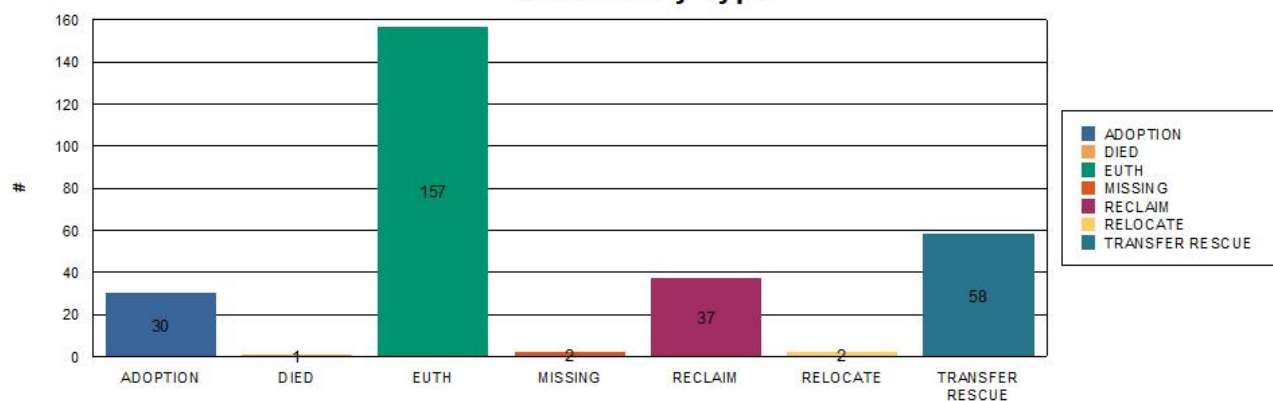
Intake By Type



Outcomes	CAT	DOG	KITTEN	PUPPY	TOTAL
ADOPTION	4	17	1	8	30
DIED	0	0	1	0	1
EUTH	7	97	1	52	157
MISSING	0	2	0	0	2
RECLAIM	1	36	0	0	37
RELOCATE	2	0	0	0	2
TRANSFER RESCUE	0	35	7	16	58
GRAND TOTAL	14	187	10	76	287

Total Rescue
(Humane Society and Rescue)
58.00

Outcome By Type



Euthanasia Breakdown	COUNTY			ROSWELL				Total
	DOG	OTHER	Total	DOG	CAT	OTHER	Total	
BEH SEVERE	2	0	2	43	0	6	49	51
ILL SEVERE	3	6	9	23	1	33	57	66
INJ SEVERE	1	0	1	3	0	0	3	4
TIME/SPACE	5	4	9	17	6	4	27	36
Total	11	10	21	86	7	43	136	157

Citations and Criminal Complaints

Month's Activities-

The total citations issued for the month:

Jake Chavez (577) - 0

Lorenzo Gandara (576) - 1

Guadalupe Nevarez (578) - Dispatch

Sidney Aragon-Torres (575) - 1

Alexis Gonzales (574) - 3

Shantel Mairot (566) – 0

The total summons issued for the month:

Jake Chavez (577) – 2

Lorenzo Gandara (576) – 0

Guadalupe Nevarez (578) – 1 (Dispatch)

Sidney Aragon-Torres (575) – 0

Alexis Gonzales (574) – 0

Shantel Mairot (566) – 5

The total notices left for the month:

Jake Chavez (577)- 10

Lorenzo Gandara (576)- 11

Guadalupe Nevarez (578)- Dispatch

Sidney Aragon-Torres (575)- 18

Alexis Gonzales (574)- 16

Shantel Mairot (566)- 0

What citations were issued:

Section 4-53: Dogs and Cats Running at Large

Section 4-51: Keeping of Dogs and Cats; (a(1) each animal hereunder shall be inoculated against rabies b a veterinarian by the age of 3 months old and the responsible party shall maintain evidence thereof

Section 4-51: Keeping of Dogs and Cats; (a(4)) each animal shall be microchipped

Section 4-51: Keeping of Dogs and Cats; (b) Every responsible party shall comply with the above requirements for the keeping of dogs and cats within 30 days of acquiring the animal or bring such animal into the city.

Section 4-57: Breeding prohibited without a permit; (a) Except as otherwise provided for herein, it is unlawful to keep, maintain or harbor unaltered dogs or cats, or to breed such animals, within the city without a breeder's permit issued by animal services.

Section 4-56: Multiple dog and cat permit

Section 4-54: Vicious dogs (b) Every animal control officer or peace officer shall impound any dog which he or she reasonably determines to be vicious.

What summons were issued:

Sections 4-53: Dogs and Cats Running at Large

Sections 4-51: Keeping of Dogs and Cats

(B) Every responsible party shall comply with the above requirements for the keeping of dogs and cats within 30 days of acquiring the animal or bring such animal into the city.

Section 4-51: Keeping of Dogs and Cats; (a(4)) each animal shall be microchipped

Section 4-51: Keeping of Dogs and Cats; (a(1) each animal hereunder shall be inoculated against rabies b a veterinarian by the age of 3 months old and the responsible party shall maintain evidence thereof

Sections 4-8: Abandoned animals

Judgment and Sentence:

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
FEBRUARY 4, 2025
9:35 AM
vf
CLERK

v.

Kalli Hargrove, Defendant

No. 2025000015-AC

JUDGMENT AND SENTENCE

This case came before the court on 4th day of February, 2025.

The defendant appeared:

☒ pro se ☐ waiver signed

The defendant entered a plea of:

☒ guilty ☐ no contest

☐ not guilty and was tried by the court.

Count# 1: 4-53 - Dog & Cats Running at Large

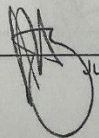
Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Deferred for 90 days no further animal citations.

Date: February 4, 2025



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
FEBRUARY 4, 2025
9:39 AM
vj
CLERK

v.

Gabriel McCarrick, Defendant

No. 2025000012-AC

JUDGMENT AND SENTENCE

This case came before the court on 4th day of February, 2025.

The defendant appeared:

☒ pro se ☐ waiver signed

The defendant entered a plea of:

☒ guilty ☐ no contest

☐ not guilty and was tried by the court.

Count# 1: 4-53 - Dog & Cats Running at Large

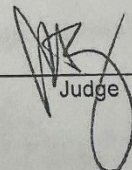
Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Deferred for 90 days no further animal violations.

Date: February 4, 2025



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
FEBRUARY 6, 2025
10:08 AM
v
CLERK

v.

Camille Navarette Anaya, Defendant

No. 2024000079-AC

JUDGMENT AND SENTENCE

This case came before the court on 6th day of February, 2025.

The defendant appeared:
☒ pro se ☐ waiver signed

The defendant entered a plea of:
☐ guilty ☒ no contest
☐ not guilty and was tried by the court.

Count# 1: 4-53 - Dog & Cats Running at Large

Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 25.00 w/ \$0.00 Suspended Fees: \$0.00

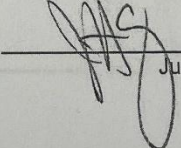
SENTENCE AND COMMITMENT: \$25 fine.

Total Fines Sentenced: **\$25.00** Total Fees Sentenced: **\$0.00**

Itemized Fee:

Total amount due as of 02/06/2025: **\$25.00** to be paid in full 30 days or per signed Payment Plan filed with the Court.

Date: February 6, 2025



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
FEBRUARY 25, 2025
10:31 AM
RR
CLERK

v.

Martin Rojas, Defendant

No. 2024000064-AC

JUDGMENT AND SENTENCE

This case came before the court on 25th day of February, 2025.

The defendant appeared:

☒ with an Attorney, appeared on behalf of the City of Roswell.

☒ pro se ☒ waiver signed

The defendant entered a plea of:

☐ guilty ☒ no contest

☐ not guilty and was tried by the court.

Count# 1: 4-53 - Dog & Cats Running at Large

Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 50.00 w/ \$0.00 Suspended Fees: \$0.00

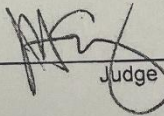
SENTENCE AND COMMITMENT: Plead No Contest: Running at Large: Fined \$50.00.

Total Fines Sentenced: **\$50.00** Total Fees Sentenced: **\$0.00**

Itemized Fee:

Total amount due as of 02/25/2025: **\$50.00** to be paid in full 30 days or per signed Payment Plan filed with the Court.

Date: February 25, 2025



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

ACCOMPLISHMENTS

- We have a total of 172 Vouchers approved and 79 Completed
- We are currently on a hold with vouchers due to funding and waiting for approved ones to be completed.
- Continuing a positive workplace culture
- Started our 14-day protocol

PLANS FOR NEXT MONTH

- To get more dogs/cats adopted
- Work on getting donations for community cat program
- Working on breeder's permit and multiple dog and cat permit
- Closing to the public first Wednesday of the month to deep clean. (All hands-on deck)
- New drain covers in Run 1 (Run 2 will hopefully be replaced in next years budget)
- First Responders Day with Job Corps March 28, 2025
- Working with CAWL to get cats in the facility fixed for \$50 with the help of the public and donations



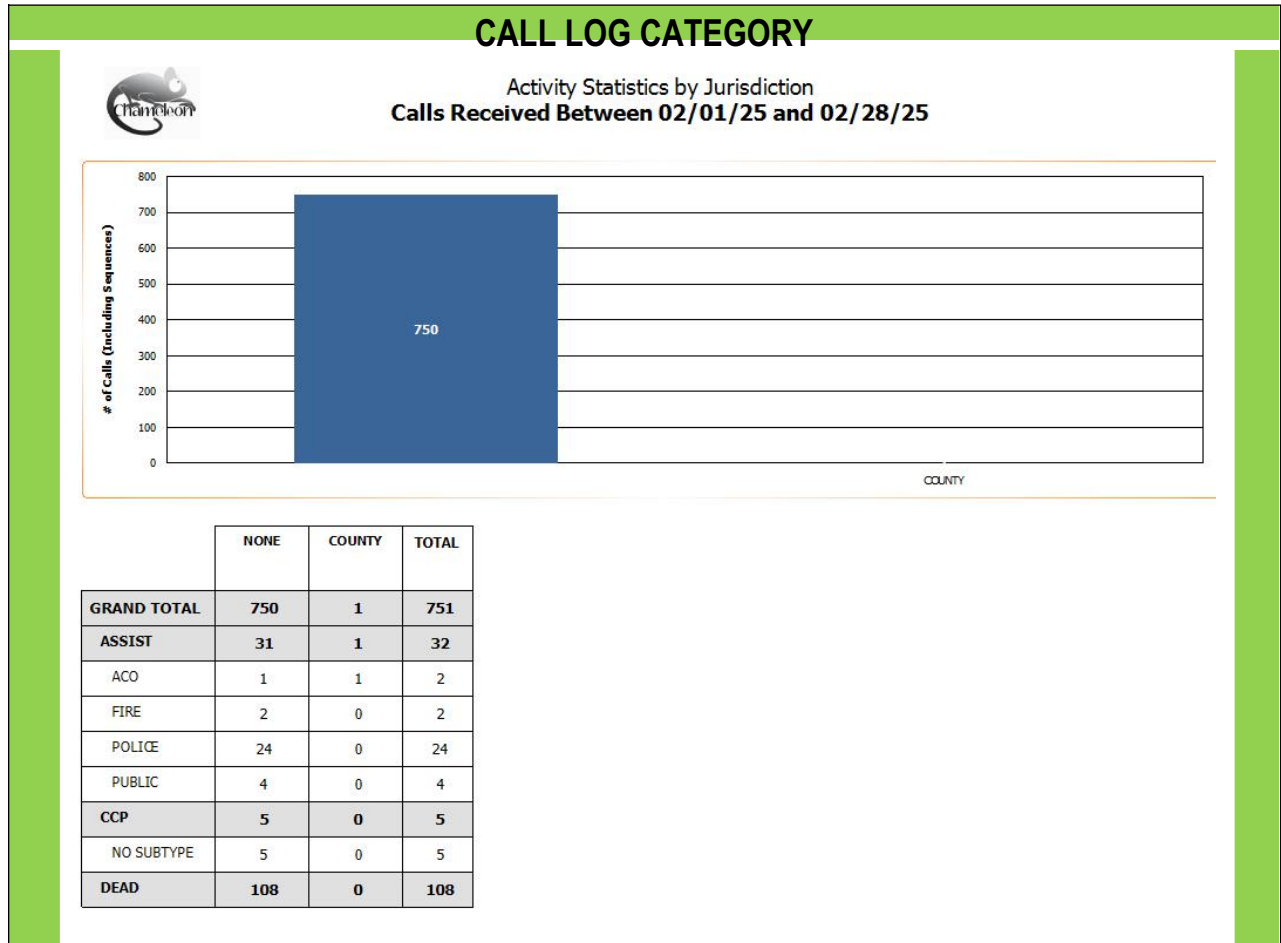
- St. Patrick's Day adoption event

ISSUES AND CONCERNS

- We need trucks for Animal Control Officer
- No funds in our budget to continue the Community Cat Program for January

OFFICERS

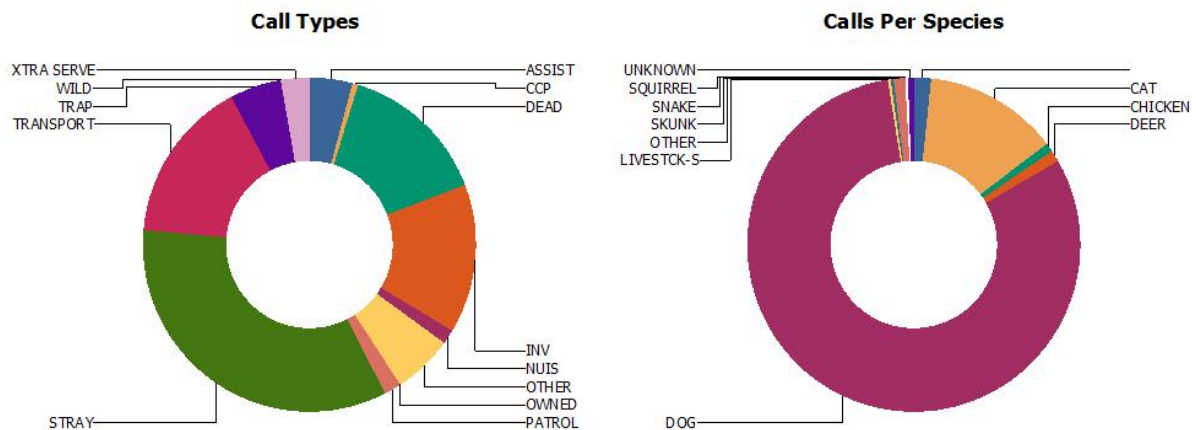
Last Month Activity-



	NONE	COUNTY	TOTAL
NO SUBTYPE	6	0	6
DMSTC	88	0	88
WILD	14	0	14
INV	109	0	109
NO SUBTYPE	4	0	4
ABAN	10	0	10
BITE	3	0	3
CRUELTY	13	0	13
FOLLOW UP	38	0	38
MUNIC	18	0	18
NEGLI	19	0	19
OTHER	4	0	4
NUIS	10	0	10
BARK	3	0	3
LARG	7	0	7
OTHER	43	0	43
NO SUBTYPE	43	0	43
OWNED	1	0	1
NO SUBTYPE	1	0	1
PATROL	12	0	12
NO SUBTYPE	12	0	12
STRAY	254	0	254
NO SUBTYPE	14	0	14

	NONE	COUNTY	TOTAL
AGGRS	12	0	12
CONF	13	0	13
INJURED	27	0	27
ROAM	187	0	187
SICK	1	0	1
TRANSPORT	118	0	118
NO SUBTYPE	5	0	5
ANIMAL	15	0	15
INJURED	15	0	15
OTHER	42	0	42
RELO	2	0	2
SICK	26	0	26
SURG	13	0	13
TRAP	38	0	38
OCCUPIED	34	0	34
PICKUP	4	0	4
WILD	1	0	1
ROAM	1	0	1
XTRA SERVE	20	0	20
NO SUBTYPE	20	0	20

Total Calls Received: 749
Total Calls Including Sequences: 750



KENNEL WORKERS

Last Month Activity-

Kennel workers continue to work hard and clean every day!

TRAINING

We have a new employee we would like to welcome. Her name is Chanay Meza.



We are currently hiring for one more kennel worker position.

COMMUNITY OUTREACH/ENGAGEMENT

- Posting videos/photos on Facebook showing the adoptable animals
- Posting videos/photos on Facebook of animals that come into the facility hoping to reunite them with their owners as soon as possible.

COMMUNITY CAT PROGRAM

SOUTH SPRINGS:

February 2025 a total of 0 cats at the cost of \$0.00

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 12.

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Emergency Management

Attachments

EM monthly report



February 2025 Monthly Report

Past Month Activities:

- Participation in National Weather Service weekly weather briefings.
- Conducted monthly outdoor warning siren testing.
- Attended senior staff meetings, committee meetings, and daily/weekly DHSEM. Chaves County flooding disaster related meetings.
- Posted updates on OEM Facebook page.

Accomplishments for the month:

- This entire month was once again filled with weekly meetings with the State and FEMA as we continue the recovery process after the October flooding.
As of March 3, 2025: 2104 Individual Assistance applications approved by FEMA for a total of \$18,920,224.90. On the Public Assistance side, the Recovery Scoping meeting was completed which begins a 60 day timeframe for identifying and reporting damages, city working with a Contractor gathering information. The City did request an extension, awaiting FEMA approval letter.
- SBA closed the Roswell Business Recovery Center on February 13th with 101 offers for at total of \$8,164,800:
 - 85 home loans offered: \$6,883,200
 - 14 Business loans offered: \$932,800
 - 2 Economic Injury: \$348,800
- Monthly or Bi-Weekly Task Force meetings: Agriculture, Infrastructure, Debris, Housing, Museum, and Recovery.
- Continue EOP update, review of tasks and annexes.
- Continue next steps of THIRA/SPR.
- Finalized City of Roswell 2021 flooding reimbursement, awaiting payment.
- Completed State Integrated Preparedness Planning Workshop.
- Completion of IS courses for National Qualification System per EMPG grant requirements.
- PO's for Roswell Police for Real Time Crime Center on SHSGP Grant.

Plans for March 2025:

- NCAR, Airport exercise planning

Fleet: 2023 Ford F150 XL STX Crew Cab 15,250 miles driven by Karen Sanders

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 13.

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly February 2025

Community Development Mileage Report

J & S February 2025 (1 of 4)

J & S February 2025 (2 of 4)

J & S February 2025 (3 of 4)

J & S February 2025 (4 of 4)

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: February 2025

CODE ENFORCEMENT	This Month	This Month 2024	YTD*	2024 YTD*
Notices Mailed	423	572	4,244	4,714
Voluntary Compliance	172	254	2,049	2,461
No. of Cases Filed in Municipal Court	6	10	79	47
No. Cases Dismissed by Officer	1	2	17	13
Resolution	7	11	78	95
Weeds	155	170	2,142	2,376
Inoperable Vehicles	42	84	402	315
Litter	93	90	467	430
Unsanitary Premises	60	84	449	477
Signs	8	6	142	110
Zoning	2	0	3	0
Obstructions	9	7	77	86
Public Nuisances	54	131	554	920
Garage Sales No permit	0	0	8	0

BUSINESS LICENSES	This Month	This Month 2024	YTD*	2024 YTD*
Total Licenses Issued	155	90	1,241	1,094
Renewed Licenses	110	70	948	841
New Licenses	30	12	201	159
Temporary Permits Issued	15	8	92	94
Receipts	\$7,584.00	\$3,944.00	\$53,885.00	\$46,714.00

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2024 & Fees Collected	Permits Applied YTD*	Permits Applied 2024 YTD*
Residential-New	5	4	37	28
Residential - Other	48	26	306	267
Commercial-New	0	0	7	5
Commercial - Other	17	8	88	84
Total Permits Issued	70	38	438	384
Total Fees Collected	\$35,087.15	\$10,280.85	\$208,189.87	\$74,423.66

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Plumbing & Mechanical Permits—Residential	39	41	383	312
Plumbing & Mechanical Permits—Commercial	15	16	106	102
Total Permits Issued	54	57	489	414
Total Fees Collected	\$2,601.00	\$1,346.50	\$23,627.50	\$10,851.50

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Electric Permits—Residential	23	27	222	265
Electric Permits—Commercial	8	12	84	80
Total Permits Issued	31	39	306	345
Total Fees Collected	\$2,800.00	\$2,347.00	\$30,676.01	\$15,525.28

*Figures calculated to reflect FYTD

Community Development Mileage

February 2025

Employee Name	Unit #	Vehicle	VIN last 5 #'s	Last Month Mileage Reading	Current Mileage Reading	Mileage Used for the Month
Miller Butts	573	2012 Dodge Ram 1500	31401	103,427	103,654	227
Mike Christensen	570	2011 Ford Ranger	10856	80,786	80,968	182
Gus Garcia	565	2004 Ford F-150	27032	136,096	136,540	444
Breck Walden		2013 Dodge Ram 1500	63019	120,750	121,097	347
Toby Franco		2009 Chevrolet Silverado 1500	27777	167,689	167,980	291
Rick Medrano	567	2008 Ford F-150	42918	120,468	120,820	352
Moe Orona	569	2005 Ford F-150	#04811	87,384	87,763	379
Carlos Romero	568	2012 Ford F-150	#04054	78,379	78,682	303
Rick Rodriguez		2013 Ford F-150	83804	30,781	31,224	443
Ray Lujan	554	2019 Chevrolet Express Van	50096	64,261	64,881	620
Merideth Hildreth	796	2016 Ford Escape	32842	101,264	101,273	9

**STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT**

MUNICIPAL COURT
ROSWELL NM
FEBRUARY 19, 2025
2:05 PM
DC
CLERK

V.

Steven E Modrall, Defendant

No. **2024000124-CE**

Amended
JUDGMENT AND SENTENCE

This case came before the court on **19th** day of **February, 2025**.

Count# 1: 16-6 (A) (B) (C) (D) (E) - Unsanitary premises

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 2: 16-36 - Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 3: 16-30 - Owner to maintain premises free of litter

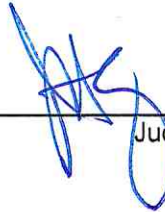
Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Amended-No further actions taken by this court; vehicles being removed not later than 2/23/2025

Date: **February 19, 2025**



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

**STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT**

MUNICIPAL COURT
ROSWELL NM
FEBRUARY 19, 2025
2:03 PM
DC
CLERK

V.

Steven E Modrall, Defendant

No. **2024000123-CE**

Amended
JUDGMENT AND SENTENCE

This case came before the court on **19th** day of **February, 2025**.

Count# 1: 16-6 (A) (B) (C) (D) (E) - Unsanitary premises

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 2: 16-36 - Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 3: 16-30 - Owner to maintain premises free of litter

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 4: 16-4 (A-D) - Overgrown Property

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 5: Article 24: Section2 - Illegally Parked RV

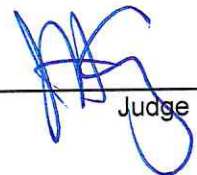
Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Amended-No further actions taken by this court; vehicles being removed not later than 2/23/2025

Date: **February 19, 2025**



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
JANUARY 23, 2025
11:42 AM
JM
CLERK

CITY OF ROSWELL

VS.
JESSICA NAOMI DE LA CRUZ

Case No. **2024000108-CE**

Defendant

**ORDER OF DISMISSAL OF CRIMINAL CHARGE(S)
ON COMPLETION OF DEFERRED SENTENCE**

This court having previously found the defendant guilty and having deferred sentencing of the defendant on the following charge(s)

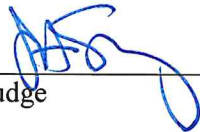
Overgrown Property Unsanitary premises Owner to maintain premises free of litter

It being shown that Defendant has completed the total durational term of the deferred sentence without revocation so as to satisfy all criminal liability for the crime(s), dismissal of the charge(s) is required under Section 31-20-9 NMSA 1978.

IT IS THEREFORE ORDERED that the criminal charge(s) set forth above are hereby dismissed with prejudice.

01/23/2025

Date



Judge

I, Jennifer Martinez, certify that I caused a copy of this order dismissing the criminal charge(s) to be served on Defendant and the parties and attorney(s) of record listed below.



Person making service

Deputy Court Clerk

Title

Jessica Naomi De La Cruz
(Name of Defendant)

16 Murphy Pl Roswell NM 88203
(Address)

(Attorney of record name)

(Address)

Carlos Romero/
(Officer Name)

Roswell Police Department
(Address)

**STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT**

MUNICIPAL COURT
ROSWELL NM
JANUARY 23, 2025
11:33 AM
JM
CLERK

CITY OF ROSWELL

VS.
GABRIEL CORDERO

Case No. **2024000110-CE**

Defendant

**ORDER OF DISMISSAL OF CRIMINAL CHARGE(S)
ON COMPLETION OF DEFERRED SENTENCE**

This court having previously found the defendant guilty and having deferred sentencing of the defendant on the following charge(s)

Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)

It being shown that Defendant has completed the total durational term of the deferred sentence without revocation so as to satisfy all criminal liability for the crime(s), dismissal of the charge(s) is required under Section 31-20-9 NMSA 1978.

IT IS THEREFORE ORDERED that the criminal charge(s) set forth above are hereby dismissed with prejudice.

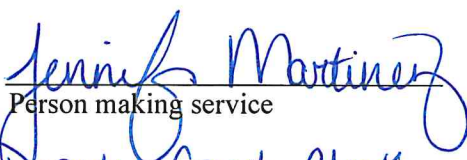
01/23/2025

Date



Judge

I, Jennifer Martinez, certify that I caused a copy of this order dismissing the criminal charge(s) to be served on Defendant and the parties and attorney(s) of record listed below.



Person making service
Deputy Court Clerk

Title

Gabriel Cordero
(Name of Defendant)

405 N Mulberry Ave Roswell NM 88201
(Address)

(Attorney of record name)

(Address)

Richard Medrano/
(Officer Name)

Roswell Police Department
(Address)

**STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT**

MUNICIPAL COURT
ROSWELL NM
MARCH 5, 2025
9:33 AM
RR
CLERK

v.

Vanessa M. Lucero, Defendant

No. **2025000003-CE**

JUDGMENT AND SENTENCE

This case came before the court on **5th** day of **March, 2025**.

The defendant appeared:

☒ with Code Enforcement Officer C.Romero appeared on behalf of the City of Roswell.

☒ pro se ☒ waiver signed

The defendant entered a plea of:

☐ guilty ☒ no contest

☐ not guilty and was tried by the court.

Count# 1: 16-36 - Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)

Defendant Plead: No Contest

The defendant is adjudged Dismissed by Prosecution

The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Inoperable Vehicle: Upon oral motion of Code Enforcement Officer C. Romero, all violations have been satisfied.

Date: **March 5, 2025**



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 14.

Public Safety Committee

Meeting Date: 03/18/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Consolidated Dispatch

Attachments

Dispatch Montly Report

Consolidated Dispatch Monthly Report

Reporting Period:

- February 2025

Staffing and Training:

- Vacancies at 10
- 1 new hire, 1 resignation of a fully functioning dispatcher
- 1 in background
- 5 interviews
- 3 Contract dispatchers are on site and working, 1 more coming that has already been approved, will be asking for 1 additional due to the resignation of an experienced dispatcher rather than a recruit as is usually the case.
- Higher admin positions are still frozen until floor staff is fortified, but a junior level admin assistant position has been posted.
- University High School is implementing a Basic Telecommunicator Course into their curriculum that will give high school students the opportunity to take emergency communications as a credit-earning course that will give them a basic understanding of dispatch. Hopefully, this will lead to an increased interest in the profession and a pipeline for training. Teri Best is training to “train-the-trainer” to certify the teachers to be instructors. Once rolled out for University, it will be offered to Early College and both of the other High Schools in Roswell.
- Roswell Police Department’s front desk should start training soon that will certify them as emergency police dispatchers which will enable them to handle all calls coming in to the front desk without the need to transfer to the center.

Operations

- No significant concerns relative to operations
- February trended down in call volume as has been seen historically

Equipment

- The PO for the radio project has been issued and equipment ordered.
- CAD upgrade is approved and will be going to committees and hopefully council for that project.

Facility

- No significant concerns relative to facility
- No updates on completion for Area D from last report

Monthly Call Statistics

CALL TYPE	February	January	Change from Previous Month
AUTOMATIC TELEMATICS	0	5	Down 5
VOICE OVER IP (VoIP)	127	142	Down 15
LANDLINE 911	110	249	Down 139
WIRELESS 911	2,248	2,453	Down 205
ADMIN IN	3,815	4,337	Down 522
ADMIN OUT	2,560	2,749	Down 189
TOTAL VOLUME 911	2,485	2,849	Down 364
TOTAL INCOMING	6,300	7,186	Down 886

Figure 1.

