



PUBLIC SAFETY COMMITTEE MEETING
Tuesday, OCTOBER 14, 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 August 19, 2025 Public Safety Committee meeting.

REGULAR ITEMS

2. Resolution 25-XX: The Resolution shall require the removal or demolition of two (2) dilapidated structures. (Franco) Pg. 6
3. Consider approval to move money from the Roswell Police Department school district line item (SRO) to provide thirteen (13) non-union, civilian employees of the Roswell Police Department with over one (1) year of service with a \$2,000 one-time retention bonus. (Aldana) Pg 12
4. Consider approval of a budget adjustment in the amount of \$123,270 to fund the Paladin Drones software and equipment contract. This adjustment will re-establish funding that should have been carried over from FY25 but was not included in the FY26 Police Department budget. (Aldana) Pg. 13
5. Consider approval of the recommendation of award for ITB-26-003 - SWAT Warehouse Renovation and Covered Parking Structure to Hubbard & Sons, Inc., in the amount of \$89,874.24 (including Gross Receipts Tax). (Aldana) Pg. 53

NON-ACTION ITEMS

MONTHLY DEPARTMENT REPORTS

6. Emergency Management (Sanders) Pg. 59
7. Roswell Animal Services (Mairot) Pg. 61
8. Community Development (Franco) Pg. 76
9. RPD monthly report (Aldana) Pg. 80
10. September AMR monthly report. (Prescott) Pg. 101
11. Fire Monthly Report (Washichek) Pg. 107

PUBLIC PARTICIPATION

ADJOURN

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 another type of accessible format is needed.

Printed and posted: **October 10, 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: 10/14/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Consider approval of minutes from the August 19, 2025 Public Safety Committee meeting.

Attachments

Minutes

Public Safety Committee Meeting
Held at City Hall Large Conference Room,
Tuesday, August 19, 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 25-28

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

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

Staff present: Mike Mathews, Deputy City Manager; Steve Chaves, Fire Chief; Amalia Martinez, City Clerk; Angela Garcia, Deputy Clerk; KP Prescott, American Medical Response; Karen Sanders, Emergency Management; Lance Bateman, Police Chief; Toby Franco, Community Enhancement, Derek Washichek, Deputy Fire Chief; ; Shantel Mairot, Animal Control; Teri Best, PVRCC; Alison Herring, PVRCC; Brittany Shannon, PVRCC; Randy Bunch, RFD; Jared Olive, RFD, PVRCC Staff- Kelly McKenna, Terri Sykes, Robby Romero.

Guests: Cody Anderson, Charlie Nolen, Abby Hess, Julius Smith

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

2. Councilor Cavin moved to approve the minutes from the July 15, 2025, Public Safety Committee Meeting. Councilor Arnold was the second. A voice vote was as follows: Councilor Halvorson-absent, Councilor Marrujo-yes, Councilor Arnold-yes, Councilor Moore – not voting, Councilor Cavin-yes, the motion passed 3-0 with Councilors Halvorson being absent.

REGULAR ITEMS

3. Mr. Franco presented Resolution 25-XX requiring the removal or demolition of eight (8) dilapidated structures. Councilor Moore moved to approve and send to Legal Committee. Councilor Arnold was the second. A voice vote was as follows: Councilor Halvorson-absent, Councilor Marrujo-yes, Councilor Arnold-yes, Councilor Cavin-yes, Councilor Moore-yes. The motion passed 4-0 with Councilor Halvorson being absent.

NON-ACTION ITEMS

4. Recognition of Terri Sykes- Allison Herring presented Terri Sykes of PVRCC with an award for going above and beyond to help a local citizen in a time of need.
5. Open discussion on S. Sunset traffic Study - James MacCornack presented traffic studies that were conducted on south Sunset. Discussed options to control traffic and speed on Sunset. Chief Bateman also presented stats on traffic enforcement in this area.

MONTHLY DEPARTMENT REPORTS

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

6. Emergency Management, Ms. Sanders presented the monthly report and answered questions.
7. Consolidated Dispatch, Ms. Best presented the monthly report and answered questions.
8. Roswell Animal Services, Ms. Mairot presented the monthly report and answered questions.
9. Community Development, Mr. Franco presented the monthly report and answered questions.
10. Roswell Police Department, Chief Bateman presented the monthly report and answered questions.
11. . Roswell Fire Department, Chief Chaves, presented the monthly report and answered
12. AMR Monthly Report, Mr. Prescott presented the monthly report and answered questions.

PUBLIC PARTICIPATION

Julius Smith discussed his experience with grants.

ADJOURNMENT

The meeting adjourned at 5:13p.m.

Next meeting will be September 16, 2025 @ 4:00 p.m.

Public Safety Committee

Meeting Date: 10/14/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Resolution 25-XX: The Resolution shall require the removal or demolition of two (2) dilapidated structures. (Franco)

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 October 14, 2025.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution 25-XX.

Attachments

ATT 1 Resolution 25-XX Condemnations

ATT 2 Resolution 25-XX Condemnations

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 13th day of November 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
1005 E MC GAFFEY ST S 4 T 11S R 24E SE4SE4 N 180' S 210' W 100' E 420' DOC# 202503998 REC	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RODRIGUEZ, MANUEL 6588 OLD DEXTER HWY DEXTER, NM 88230
510 E ALBUQUERQUE ST SOUTH ROSWELL Block 32 Lot 9 DOC# 202506049 WD	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ZAVALA, ELISEO R 415 E JEFFERSON ST ROSWELL, NM 88203

1005 E MC GAFFEY ST



510 E ALBUQUERQUE ST



Public Safety Committee

Meeting Date: 10/14/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Consider approval to move money from the Roswell Police Department school district line item (SRO) to provide thirteen (13) non-union, civilian employees of the Roswell Police Department with over one (1) year of service with a \$2,000 one-time retention bonus. (Aldana)

BACKGROUND:

Initiated by: Albert Aldana

The Roswell Police Department has thirteen (13) non-union, civilian employees who were ineligible for the department's retention bonus given to all other employees in FY25. This retention money will be utilized with money received from the Roswell Independent School District, which is paid through our School Resource Officer program. With the thirteen employees, the Roswell Police Department requests \$26,000.00 to pay a \$2,000.00 per employee as a retention bonus.

FINANCIAL CONSIDERATION:

The Roswell Police Department has approximately \$41,000.00 budgeted in our Roswell Independent School District account (SRO). This retention will expend \$26,000.00 of this fund.

LEGAL REVIEW:

n/a

BOARD AND COMMITTEE ACTION:

This is the first consideration of this item.

STAFF RECOMMENDATION:

n/a

Public Safety Committee

Meeting Date: 10/14/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Consider approval of a budget adjustment in the amount of \$123,270 to fund the Paladin Drones software and equipment contract. This adjustment will re-establish funding that should have been carried over from FY25 but was not included in the FY26 Police Department budget. (Aldana)

BACKGROUND:

Initiated by: Albert Aldana

The City entered into a contract with Paladin Drones for drone software and equipment, which the Finance Committee and City Council approved in April 2025. The associated purchase order was intended to be carried forward into FY26, but it was missed during the development of the FY26 Police Department budget. This budget adjustment is necessary to provide funding for the first-year implementation and support costs associated with the Paladin Drones contract.

FINANCIAL CONSIDERATION:

A total budget adjustment of \$123,270 is requested from the General Fund as follows:

- \$30,000 to line item 1101-4111-817505 (Equipment)
- \$93,270 to line item 1101-4111-663301 (Software License/Maintenance)

This adjustment will fully fund the Paladin Drones implementation and annual software support.

Attachments

Paladin contract

PALADIN ORDER FORM

1. **Parties:** This Agreement (“**Agreement**”) is entered into on **May 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: 5/15/2025 Final Term End Date: 5/14/2030 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: Divyaditya Shrivastava

Name: Divy Shrivastava

Title: CEO

CITY OF ROSWELL, NM

By: Timothy Z. Jennings

Name: Timothy Z. Jennings

Title: Mayor

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.

Approved as to Form

C. J. Nairn-Mahan
Christopher J. Nairn-Mahan, City Attorney

City of Roswell

Chad Cole
Chad Cole, City Manager

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.

a. **NET 30: PAYMENT IS DUE WITHIN 30 DAYS OF THE PALADIN ORDERFORM'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.

b. **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, Paladine 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.

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. To the extent permitted by law 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 Final Term 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 acknowledge 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. Choice of Law and Mandatory Venue. This Agreement shall be construed in accordance with the laws of the state of New Mexico. 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 New Mexico OR FEDERAL COURT. CUSTOMER IRREVOCABLY WAIVES THAT ANY PROCEEDING BROUGHT IN DELAWARE HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

16. 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.

17. 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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

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

36. **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.

37.

38. **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: 10/14/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Consider approval of the recommendation of award for ITB-26-003 - SWAT Warehouse Renovation and Covered Parking Structure to Hubbard & Sons, Inc., in the amount of \$89,874.24 (including Gross Receipts Tax). (Aldana)

BACKGROUND:

Initiated by: Alberto Aldana

The City of Roswell issued ITB-26-003 seeking bids from qualified contractors for renovations to the SWAT Warehouse facility located at 4203 W. 2nd Street. The scope of work includes renovating approximately half of the existing warehouse to create a gym and training area, which involves framing new walls, applying interior finishes, and installing U.S. Rubber gym flooring. Additionally, the project includes constructing a covered roof structure on the east side of the warehouse to provide secured parking for the MRAP and Command Post vehicles.

Bids were opened on October 1, 2025, and two responsive bids were received:

- Hubbard & Sons, Inc. -- \$89,874.24 (including GRT)
- Custom Construction II, LLC -- \$107,443.22 (including GRT)

Hubbard & Sons, Inc. submitted the lowest bid and is being recommended for award.

FINANCIAL CONSIDERATION:

This project will be funded through Grant 24-I2883, which is reimbursable. All eligible expenses incurred under this project will be submitted for reimbursement in accordance with the grant's terms and conditions.

LEGAL REVIEW:

Contract will be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee meeting scheduled for Tuesday, October 14, 2025, will be the first consideration of the recommendation for the award.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Award Recommendation Report

ITB-26-003 SWAT Warehouse Renovation & Covered Parking Structure - Bid Tabulation

Award Recommendation

Award Recommendation for: ITB-26-003 SWAT Warehouse Renovation and Covered Parking Structure

The City of Roswell issued Invitation to Bid (ITB) 26-003 seeking sealed bids from qualified contractors to complete renovations at the SWAT Warehouse facility, located at 4203 W. 2nd Street. The project includes converting approximately one-half of the existing warehouse into a gym and training area, including framing new walls, interior finishes, and the installation of U.S. Rubber gym flooring. The scope also includes constructing a covered roof structure on the east side of the warehouse to provide secured parking for the MRAP and Command Post vehicles.

Bids were opened on October 1, 2025. Two bids were received and reviewed:

- Hubbard & Sons, Inc. – Roswell, NM — Total Bid: \$89,874.24 (including GRT)
- Custom Construction II, LLC – Roswell, NM — Total Bid: \$107,443.22 (including GRT)

Hubbard & Sons, Inc. submitted the lowest bid.

Staff recommends award of ITB-26-003 to Hubbard & Sons, Inc. – Roswell, NM, in the amount of \$89,874.24 (including GRT).

Sincerely,

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

Arely Peek,
Purchasing Agent



BID TABULATION

ITB No. ITB-26-003

SWAT Warehouse Renovation & Covered Parking Structure

BID SUBMISSION: October 1, 2025, at 2:00 pm

VENDOR TOTALS

Vendor	Subtotal	GRT	Total
Hubbard & Sons Inc	\$83,008.75	\$6,865.49	\$89,874.24
Custom Construction II LLC	\$99,235.64	\$8,207.58	\$107,443.22

COVERED ROOF

Covered Roof						Custom Construction II LLC		Hubbard & Sons Inc	
Selected	Line Item	Description	Quantity	Unit of Measure			Total		Total
X	1	Construct steel-framed roof structure over existing concrete (approx. 45' x 25') with steel posts, framing, and roof panels [*]	1	Lump Sum			\$29,522.50		\$31,500.00
Total							\$29,522.50		\$31,500.00

EVALUATION TABULATION
 ITB No. ITB-26-003
 SWAT Warehouse Renovation & Covered Parking Structure

WOOD WALLS

Selected	Line Item	Description	Quantity	Unit of Measure	Custom Construction II LLC		Hubbard & Sons Inc	
						Total		Total
X	1	2x4 stud-framed wall with 7/16" OSB sheathing (approx. 17' x 20') [*]	1	Lump Sump		\$6,778.02		\$5,154.00
X	2	2x4 stud-framed wall with 7/16" OSB sheathing (approx. 17' x 20') [*]	1	Lump Sump		\$6,778.02		\$4,285.00
X	3	2x4 stud-framed wall with 7/16" OSB sheathing (approx. 21' x 17') [*]	1	Lump Sump		\$6,803.02		\$5,154.00
X	4	2x6 stud-framed separation wall with 7/16" OSB sheathing (approx. 40' x 24') [*]	1	Lump Sump		\$9,387.20		\$13,632.00
Total						\$29,746.26		\$28,225.00

EVALUATION TABULATION
 ITB No. ITB-26-003
 SWAT Warehouse Renovation & Covered Parking Structure

PAINT

Selected	Line Item	Paint Description	Paint		Unit of Measure	Custom Construction II LLC		Hubbard & Sons Inc	
			Quantity				Total		Total
X	1	Paint all new gym walls (approx. 45' x 57' total surface area) [*]	1		Lump Sump		\$9,593.10		\$7,800.00
X	2	Paint OSB bathroom wall (approx. 5' x 20') [*]	1		Lump Sump		\$374.10		\$1,200.00
X	3	Paint OSB storage room wall (approx. 15' x 20') [*]	1		Lump Sump		\$1,122.00		\$3,600.00
Total							\$11,089.20		\$12,600.00

FLOORING

Selected	Line Item	Flooring Description	Flooring		Unit of Measure	Custom Construction II LLC		Hubbard & Sons Inc	
			Quantity				Total		Total
X	1	Install U.S. Rubber 8mm gym/weight room flooring (or approved equivalent) (approx. 40' x 40') [*]	1		Lump Sump		\$14,438.84		\$9,233.75
Total							\$14,438.84		\$9,233.75

EVALUATION TABULATION

ITB No. ITB-26-003

SWAT Warehouse Renovation & Covered Parking Structure

GENERAL									
General						Custom Construction II LLC		Hubbard & Sons Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Total		Total	
X	1	Cleanup, debris removal, and site restoration [*]	1	Lump Sump		\$14,438.84		\$1,450.00	
Total						\$14,438.84		\$1,450.00	

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 6.

Public Safety Committee

Meeting Date: 10/14/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Emergency Management (Sanders)

Attachments

EM monthly report

September 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/monthly DHSEM City of Roswell flooding disaster related meetings.
- Posted updates on OEM Facebook page.

Accomplishments for the month:

- FEMA/State/City meetings continue.
As of Oct. 1, 2025: 2170 Individual Assistance applications approved by FEMA for a total of \$22,277,856.91. Public Assistance: Total Public Assistance Grants Dollars Obligated: \$13,307,174.16 and the Consultants continue to work on project submission with FEMA.
- Monthly Task Force Meetings: Agriculture, Infrastructure, Debris, Housing, Museum, Weekly Recovery meeting.
- Continue EOP update, review of tasks and annexes.
- Continue next steps of THIRA/SPR, finalization of THIRA, redesign SPR survey.
- National Championship Air Races from September 6th-14th, to include a mini PRS prior to the start of the races. After Action meeting held on Sept. 25th. All borrowed resources returned.
- Submission of NIMS compliance.
- Work on siren near Peachtree.
- Meeting with Amateur Radio Club to test EOC equipment.

Plans for October 2025:

- NMAEMP Conference

Fleet: 2023 Ford F150 XL STX Crew Cab 20,803 miles driven by Karen Sanders

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 7.

Public Safety Committee

Meeting Date: 10/14/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Roswell Animal Services (Mairot)

Attachments

Monthly Report September 2025

Roswell Animal Services
Monthly Report
SEPTEMBER 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

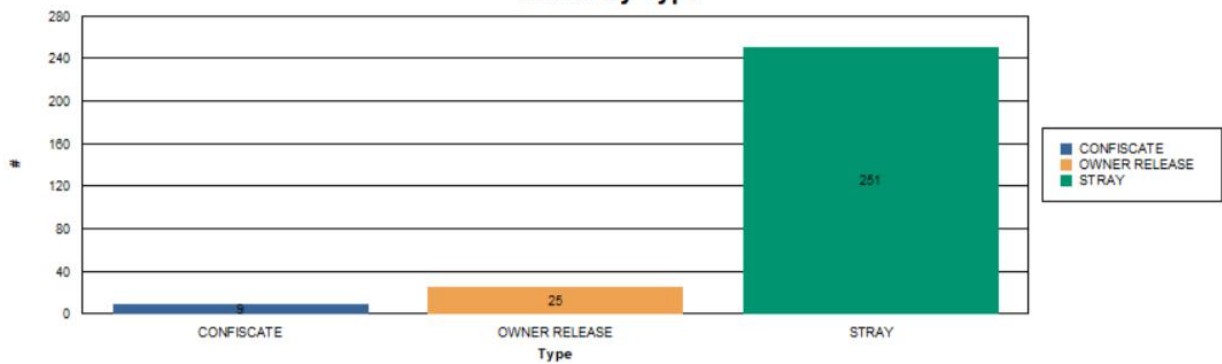
Kennel Statistics

9/1/2025 to 9/30/2025

Intakes

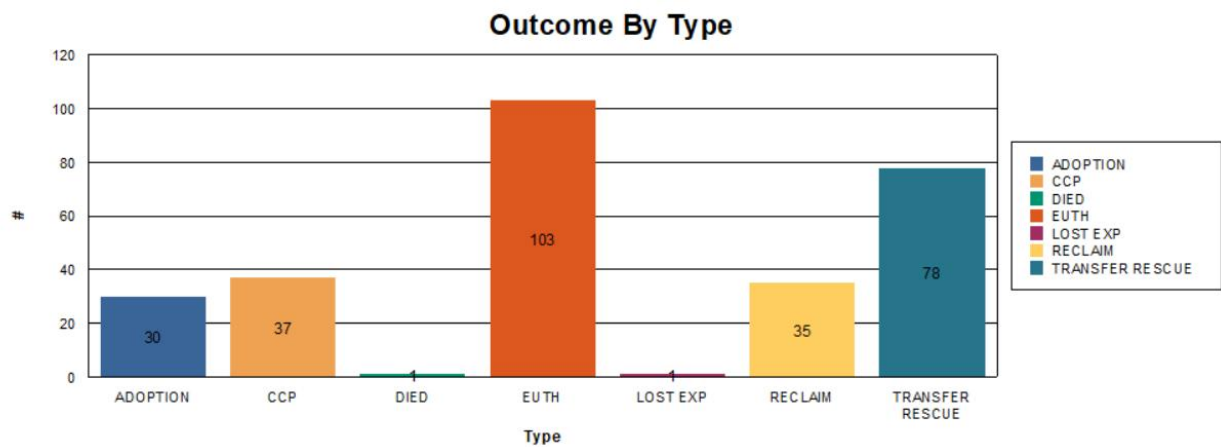
	COUNTY					ROSWELL					TOTAL
	CAT	DOG	KITTEN	PUPPY	Total	CAT	DOG	KITTEN	PUPPY	Total	
CONFISCATE	1	3	0	0	4	0	5	0	0	5	9
OWNER RELEASE	0	1	0	0	1	2	18	0	4	24	25
STRAY	5	30	7	4	46	38	85	50	32	205	251
GRAND TOTAL	6	34	7	4	51	40	108	50	36	234	285

Intake By Type



Outcomes	CAT	DOG	KITTEN	PUPPY	TOTAL
ADOPTION	1	13	5	11	30
CCP	28	0	9	0	37
DIED	0	0	0	1	1
EUTH	4	59	9	31	103
LOST EXP	0	1	0	0	1
RECLAIM	1	32	0	2	35
TRANSFER RESCUE	3	38	24	13	78
GRAND TOTAL	37	143	47	58	285

Total Rescue
(Humane Society and Rescue)
78.00



Euthanasia Breakdown	COUNTY				ROSWELL			
	DOG	CAT	OTHER	Total	DOG	CAT	OTHER	Total
BEH MANAGE	1	0	0	1	7	0	0	7
BEH SEVERE	0	0	0	0	10	0	0	10
COURT ORD	0	0	0	0	2	0	0	2
ILL SEVERE	2	0	0	2	9	2	35	46
INJ SEVERE	0	1	1	2	0	1	0	1
TIME/SPACE	5	0	0	5	22	0	5	27
Total	8	1	1	10	50	3	40	93

Citations and Criminal Complaints

Month's Activities-

The total citations issued for the month:

Jake Chavez (577) - 0

Lorenzo Gandara (576) - 0

Guadalupe Nevarez (578) - 4

Sidney Aragon-Torres (575) - Dispatch

Alexis Gonzales (574) - 2

Shantel Mairot (566) – 0

The total summons issued for the month:

Jake Chavez (577) – 0

Lorenzo Gandara (576) – 0

Guadalupe Nevarez (578) – 0

Sidney Aragon-Torres (575) – Dispatch

Alexis Gonzales (574) – 0

Shantel Mairot (566) – 0

The total notices left for the month:

Jake Chavez (577)- 7

Lorenzo Gandara (576)- 6

Guadalupe Nevarez (578)- 7

Sidney Aragon-Torres (575)- Dispatch

Alexis Gonzales (574)- 10

Shantel Mairot (566)- 0

The total of search warrants:

Jake Chavez (577)- 0

Lorenzo Gandara (576)- 0

Guadalupe Nevarez (578)- 0

Sidney Aragon-Torres (575)- 0

Alexis Gonzales (574)- 0

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 4-51: Keeping of Dogs and Cats; a(1)(i) Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

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 4-52: Additional care and maintenance requirements; a(1) it shall be illegal to tether an animal to any stationary or non-stationary object, including but not limited to a dog house, tree, fence, or tire, for the purpose of containment.

Section 4-54: Vicious dogs; (a) It shall be unlawful for any person to keep, maintain or harbor a vicious dog, where the individual knows or has reason to know that the animal is 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 by 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)(2) each domesticated animal kept shall be altered prior to six months of age

Section 4-51: Keeping of Dogs and Cats; a(1)(i) Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

Section 4-52: Additional care and maintenance requirements; a(1) it shall be illegal to tether an animal to any stationary or non-stationary object, including but not limited to a dog house, tree, fence, or tire, for the purpose of containment.

| Judgment and Sentence:

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
SEPTEMBER 10, 2025
2:14 PM
DC
CLERK

v.

Jon Christopher Musick, Defendant

No. 2025000083-AC

JUDGMENT AND SENTENCE

This case came before the court on 10th day of September, 2025.

The defendant appeared:

[X] with City Attorney Christopher J Nairn-Man and animal control officer Jake Chavez appeared on behalf of the City of Roswell.
[X] pro se [] waiver signed

The defendant entered a plea of:

[] guilty [X] 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: 75.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 2: 4-53 - Dog & Cats Running at Large

Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 75.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 3: 4-54 (A) - Vicious Dogs

Defendant Plead: No Contest

The defendant is adjudged Dismissed

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

Count# 4: 4-54 (A) - Vicious Dogs

Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 100.00 w/ \$0.00 Suspended Fees: \$0.00

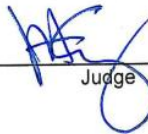
SENTENCE AND COMMITMENT: Per plea agreement with animal control officer Jake Chavez and City Attorney Christopher J Nairn-Mahan; Defendant changes plea to No Contest; Dog and cat running at large-Fined \$75 and 90 days jail, 90 days jail suspended with the condition not to have any further animal control violations for 364 days; Dog and cat running at large-Fined \$75 and 89 days jail, 89 days jail suspended with the condition not to have any further animal control violations for 364 days; 1 count of Vicious Dogs against lcky is dismissed; 2nd count of vicious dog-Fined \$100. Animal is to be humanly euthanized in accordance to the animal services policies. Animal to be euthanized not sooner than Monday September 15, 2025 at 3:00 pm. Animal remains may be returned to the owner. The animal to be returned to the owner known as lcky shall comply with reclamation process of animal services.

Total Fines Sentenced: **\$250.00** Total Fees Sentenced: **\$0.00**

Itemized Fee:

Total amount due as of 09/10/2025: **\$250.00** to be paid in full 30 days or per signed Payment Plan filed with the Court.

Date: September 10, 2025



Judge

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
SEPTEMBER 24, 2025
3:36 PM
DC
CLERK

V.

Deborah Thompson, Defendant

No. 2025000029-AC

JUDGMENT AND SENTENCE

This case came before the court on 24th day of September, 2025.

The defendant appeared:

☒ with an Attorney Beth L. Hightower. Christopher J Nairn-Mahan 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# 6: 4-51 (A) (1) - Keeping of dogs and cats inoculated against rabies

Defendant Plead: No Contest

The defendant is adjudged Guilty

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

Count# 12: 4-51 (A) (2) - Keeping of dogs and cats (altered)

Defendant Plead: No Contest

The defendant is adjudged Guilty

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

Count# 1: 4-51 (A) (1) (i) - Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

Defendant Plead: No Contest

The defendant is adjudged Guilty

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

Count# 2: 4-51 (A) (1) (i) - Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

Defendant Plead: No Contest

The defendant is adjudged Guilty

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

Count# 3: 4-51 (A) (1) (i) - Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

Defendant Plead: No Contest

The defendant is adjudged Guilty

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

Count# 4: 4-51 (A) (1) (i) - Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

Defendant Plead: No Contest

The defendant is adjudged Guilty

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

Count# 5: 4-51 (A) (1) (i) - Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

Defendant Plead: No Contest

The defendant is adjudged Guilty

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

Count# 7: 4-51 (A) (1) - Keeping of dogs and cats inoculated against rabies

Defendant Plead: No Contest

The defendant is adjudged Guilty

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

Count# 8: 4-51 (A) (1) - Keeping of dogs and cats inoculated against rabies

Defendant Plead: No Contest

The defendant is adjudged Guilty

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

Count# 9: 4-51 (A) (1) - Keeping of dogs and cats inoculated against rabies

Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 10: 4-51 (A) (1) - Keeping of dogs and cats inoculated against rabies
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 11: 4-51 (A) (2) - Keeping of dogs and cats (altered)
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 13: 4-51 (A) (2) - Keeping of dogs and cats (altered)
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 14: 4-51 (A) (2) - Keeping of dogs and cats (altered)
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 15: 4-51 (A) (2) - Keeping of dogs and cats (altered)
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 16: 4-51 (A)(4) - Animal shall be microchipped
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 17: 4-51 (A)(4) - Animal shall be microchipped
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

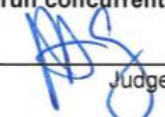
Count# 18: 4-51 (A)(4) - Animal shall be microchipped
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 19: 4-51 (A)(4) - Animal shall be microchipped
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 20: 4-51 (A)(4) - Animal shall be microchipped
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: Per plea agreement with both attorneys present. Defendant changes plea to no contest. Animal shall be microchipped X5-Deferred for 364 day no further violation; Keeping of dogs and cats (altered) X5-Deferred for 364 days no further violation; Keeping of dogs and cats inoculated against rabies X5-Deferred for 364 days no further violation; Dogs shall also be inoculated against parvovirus, distemper, and hepatitis X5-Deferred for 364 days no further violation. Charges to run concurrently

Date: September 24, 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: CityOfPulaski.com

ACCOMPLISHMENTS

- Continuing a positive workplace culture
- 67 vouchers have been approved and 36 have been completed, which means 36 more dogs in our community have been Spayed/Neutered, Vaccinated and Microchipped.

PLANS FOR NEXT MONTH

- October Adoption Event will be held at the library
- We will also be attending Truck or Treat October 30th



HOW TO ADOPT OR RECLAIM A PET

 How to Adopt an Animal Under 6 Months of Age:	 How to Adopt an Animal Over 6 Months of Age:	 How to Reclaim Your Pet
Step 1: Prepay for rabies vaccination, microchip and spay or neuter at the vet of your choice. Step 2: Provide the invoice to Roswell Animal Services. Step 3: Sign a sterilization agreement for the pet. Step 4: Take your new pet home that day for our \$1 (cash) Adoption Fee. 	Step 1: Prepay for rabies vaccination, microchip and spay or neuter at the vet of your choice. Step 2: Provide the invoice to Roswell Animal Services. Step 3: Pay our \$1 (cash) Adoption Fee. Step 4: We hold your new pet until the vet appointment. Step 5: We transport your new pet to the appointment and you will take him or her home from the veterinarian's office. 	Step 1: Show your proof of ownership such as pictures or veterinarian receipts. Step 2: Prepay for rabies vaccination, microchip and spay or neuter at the vet of your choice. Step 3: Provide the invoice to Roswell Animal Services. Step 4: Pay our \$40 Reclaim Fee with an additional \$20 for each reclaim after. Step 5: We hold your pet until the scheduled vet appointment. Step 6: We transport your pet to the appointment and you will take him or her home from the veterinarian's office. 
Did you know? City Ordinance Sec. 4-23 Keeping of Dogs and Cats Each animal kept by a person shall be licensed and vaccinated against rabies by a veterinarian. The license shall be in the form of a tag and shall be attached to the collar of the animal. Each animal kept by a person shall be licensed prior to the month of April. Each animal kept by a person shall be licensed prior to the month of April.  Always provide your pet with fresh food and clean drinking water.	Did you know? Cats and small dogs are typically considered a senior at the age of 10 or 11, while larger dogs are considered a senior at the age of 6 or 7. When you adopt an older cat or dog, they are usually past their peak and may have health problems. It's a good idea to have your new family member right away to be sure they are comfortable in a stable or stable.  Always provide your pet with fresh food and clean drinking water.	Did you know? Dogs will escape because of social isolation, separation anxiety, reproductive drive or boredom. Dogs that are left alone for an extended period of time, whether inside or outside, may become destructive and may even injure themselves or damage property.  Always provide your pet with fresh food and clean drinking water.

ISSUES AND CONCERNS

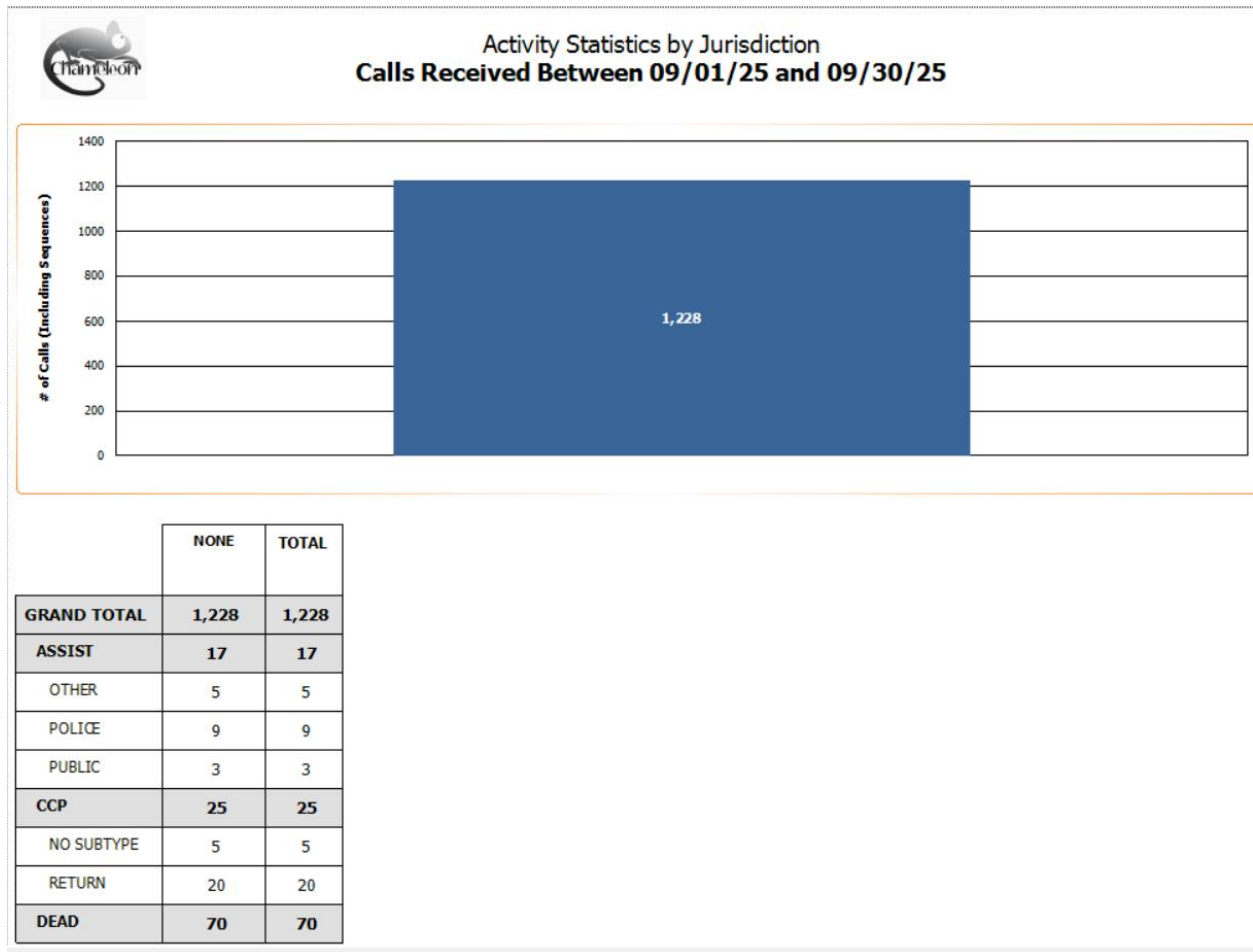
- We need (2) trucks for Animal Control Officers.

ANIMAL CONTROL OFFICERS

- Animal Control Officers are patrolling all schools and parks in the mornings.
- Animal Control Officers will patrol the base once a month

Last Month Activity-

CALL LOG CATEGORY



INJURED	18	18
ROAM	260	260
SICK	5	5
TRANSPORT	72	72
NO SUBTYPE	1	1
ANIMAL	69	69
INJURED	1	1
RELO	1	1
TRAP	16	16
DELIVERY	1	1
OCCUPIED	12	12
PICKUP	3	3
WILD	2	2
CONF	1	1
ROAM	1	1
XTRA SERVE	52	52
NO SUBTYPE	52	52

	NONE	TOTAL
NO SUBTYPE	1	1
DMSTC	64	64
OWNED	2	2
WILD	3	3
INV	66	66
NO SUBTYPE	1	1
ABAN	2	2
BITE	11	11
CRUELTY	17	17
FOLLOW UP	15	15
MUNIC	20	20
NUIS	5	5
BARK	5	5
OTHER	11	11
NO SUBTYPE	11	11
OWNED	1	1
OTHER	1	1
PATROL	496	496
NO SUBTYPE	496	496
STRAY	395	395
NO SUBTYPE	12	12
AGGRS	84	84

KENNEL WORKERS

Kennel workers continue to work hard and deep clean every day; we are appreciative of the work they do!

We have one kennel worker position open and will doing interviews next week.

TRAINING

Everyone will take "Infection Prevention" training on www.vetmedteam.com that was suggested by a local vet.

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.
- Posting videos/photos of dogs that are and will be at risk on Facebook to try and get them adopted, rescued or reclaimed.
- Pet of the week is posted in Sundays News Paper
- SEPTEMBER ADOPTION EVENT AT THE LOCAL FARMERS MARKET!



COMMUNITY CAT PROGRAM (TNR)

CAWL: 29 cats were either spayed or neutered, Vaccinated, and ear tipped

South Springs: 15 cats were either spayed or neutered, Vaccinated, and ear tipped

A TOTAL OF: 44 Cats fixed and released into the community in the month of September.

**LEAVE
THIS CAT
WHERE
IT'S AT**

EAR TIP



This cat has been
spayed/neutered & vaccinated

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 8.

Public Safety Committee

Meeting Date: 10/14/2025

COMMITTEE: Public Safety

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development (Franco)

Attachments

CDC Monthly September 2025

Mileage Monthly September 2025

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: September 2025

CODE ENFORCEMENT	This Month	This Month 2024	YTD*	2024 YTD*
Notices Mailed	832	619	2,602	2,325
Voluntary Compliance	525	274	1,379	1,160
No. of Cases Filed in Municipal Court	26	23	68	54
No. Cases Dismissed by Officer	10	1	23	7
Resolution	45	9	153	32
Weeds	623	358	2,053	1,279
Inoperable Vehicles	32	48	56	215
Litter	46	53	98	213
Unsanitary Premises	51	50	131	235
Signs	20	12	74	54
Zoning	5	0	12	0
Obstructions	9	11	37	50
Public Nuisances	46	87	141	279
Garage Sales No permit	0	0	0	0

BUSINESS LICENSES	This Month	This Month 2024	YTD*	2024 YTD*
Total Licenses Issued	191	129	357	436
Renewed Licenses	116	91	214	320
New Licenses	39	18	75	79
Temporary Permits Issued	36	20	68	37
Receipts	\$9,974.00	\$6,290	\$17,951.00	19,685

*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	4	5	7	14
Residential - Other	36	26	113	95
Commercial-New	0	2	2	6
Commercial - Other	15	8	47	24
Total Permits Issued	55	41	169	139
Total Fees Collected	\$21,761.30	\$25,967.30	\$137,311.30	\$92,446.97

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Plumbing & Mechanical Permits—Residential	45	35	154	119
Plumbing & Mechanical Permits—Commercial	17	10	45	35
Total Permits Issued	62	45	199	154
Total Fees Collected	\$3,593.75	\$2,257.75	\$10,014.75	\$8,209.50

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Electric Permits—Residential	27	29	88	86
Electric Permits—Commercial	13	8	36	31
Total Permits Issued	40	37	124	117
Total Fees Collected	\$4,402.50	\$3,725.00	\$13,682.50	\$13,401.80

*Figures calculated to reflect FYTD

Community Development Mileage

September 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	105,492	105,918	426
Mike Christensen	570	2011 Ford Ranger	10856	82,246	82,394	148
Gus Garcia	565	2004 Ford F-150	27032	139,381	139,948	567
Breck Walden		2013 Dodge Ram 1500	63019	123,218	123,821	603
Toby Franco		2009 Chevrolet Silverado 1500	27777	171,869	172,583	714
Rick Medrano	567	2008 Ford F-150	42918	123,396	123,915	519
Moe Orona	569	2005 Ford F-150	#04811	90,311	90,670	359
Carlos Romero	568	2012 Ford F-150	#04054	80,727	81,101	374
Rick Rodriguez		2013 Ford F-150	83804	34,196	34,623	427
Ray Lujan	554	2019 Chevrolet Express Van	50096	68,379	68,770	391
Esperanza DeLeon	796	2016 Ford Escape	32842	102,223	102,300	77

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 9.

Public Safety Committee

Meeting Date: 10/14/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

RPD monthly report (Aldana)

Attachments

RPD Monthly report

Roswell Police Department

Monthly

September 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 3

Patrol/Traffic/SWAT 3-6

Professional Standards 7-8

Support Services/Training and Recruiting/Neighborhood Watch/RTCC 9-11

Special Investigations Division 12

Criminal Investigations Division 12-14

Technical Services Unit/Property 15

Peer Support 16-17

Monthly Statistics 18-20

Department summary

- Engineers and HVAC professionals have determined that the PD will need a new AC system that will need to be installed in phases. The building will need new electrical throughout to sustain the new system. This project is expected to take 16-24 months total. All command staff, IA, RTCC and IPRA personnel will have to find a new building to work out of during this time. Possible location to move to is ILEA building at the base. The quote for new AC and rewiring has come in at \$13.3 million.
- Five recruits remain at the police academy, with graduation in December.
- We lost one patrol officer and one more detective to another agency and have 2 detectives interviewing for the open fire investigator position at RFD. The pay rate for the open FD investigator will be an approximately \$7-an-hour raise for either of our detectives who move over there. We have 2 narcotics task force agents in the final steps of the hiring process for another agency.

Patrol/Traffic

MONTH'S ACTIVITIES

Accidents:

The total accidents reported for the month: 71

Adam 6	Baker 13	Charlie 21	Delta 12	Echo 16	Frank 3
Unknown 0					

Of the 71 accidents, 13 were with injuries and 18 persons reported injuries and we had 0 fatalities/deaths as a result for the month.

57 were reported during the day, 0700-1800 hours

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

19 were reported as hit-and-run accidents

0 DUI arrest related to accidents

Citations related to accidents:

24 citations were issued for failure to yield/stop

7 were issued for speed

23 were issued for driver inattention

6 for improper lane change

10 for moving violations (backing, overtaking etc.)

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

4 were issued for no driver's license

3 were issued for no insurance

0 were issued for no seat belt

Total: 77

CATEGORY	Day shift	Swing shift	Midnight shift	Total
1. Dispatched calls	1360	1020	722	3102
2. Incident reports	185	167	78	430
3. Supplement reports	103	77	89	269
4. Self-initiated	204	111	106	421
5. Warrants served	41	10	28	79
6. Probable Cause arrests	29	31	29	89
7. Summons/warrant obtained	14	12	8	34
8. Traffic stops	71	121	160	298
9. Moving/park citations	100	119	106	325
10. Accident reports	29	29	4	52
11. FI cards	0	2	0	2
12. Open doors	15	12	32	59
13. Officer assist calls	185	270	206	661
14. Total arrests	62	36	45	143
15. Arrest citations	7	5	3	15
16. Total activities	2393	2022	1611	6026

ACCOMPLISHMENTS

- Some officers have completed Annuals and Bienniums.
- K9 unit went under SID Division.
- All RPD Officers finished SFSTs refresher.
- Championship Air Races completed.

PLANS FOR NEXT MONTH

- OT posted for ENMSF.
- Patrol is continuing to conduct traffic details in problem areas or intersections.
- Trunk or treat events.

ISSUES AND CONCERNS

- Vehicles are having issues on patrol with Dodge Durangos having overheating issues. Dodge knows about the issue and has put all parts to fix the vehicle on hold until they find out how to fix them. Some Dodge Durangos are having starter issues due to a bad manufactory fuel pump.
- Patrol Officers are not signing up for overtime details other than Airport detail/chief's overtime. I believe this is due to our very young Division and wanting to have some life after work, not just work. We had to assign officers to the Parade and ENMSF.
- Patrol lost Patrol Officer J. Juarez (5yr officer) to HSI due to higher salary. Detective E. Castillo (6½-yr. Officer) has put in his two-week's notice due to him also going to HSI and Traffic Officer E. Matta (2-yr Officer, recon, EDR/CDR certified) is in the last stages of being hired to the NMSP (leaving also for higher pay). This does not include Detectives J. Rullan (4½-yr Officer) and Mark Fuentes (7-yr officer) leaving RPD for higher paying jobs with oil and gas companies. Two narcotics agents and two other detectives have applied elsewhere, with the 2 detectives applying for the fire investigator position at RFD.

SWAT

Training: On Thursday, September 25, SWAT held training on firearms and entry. Our competition team started early and completed an obstacle course throughout the NMCI campus and several courses similar to what they will see at the TTPOA competition in October. The rest of the team conducted firearms training throughout the morning, with an emphasis on increasing the Trailer's marksmanship for the upcoming Operator tryouts in October. The team conducted entry training at Tabernacle Baptist Church in the afternoon. The team also held a preliminary tactical debrief on the callout at 614 E. 6th last month. The team performed extremely well during the call-out but there were several equipment deficiencies and small tactical errors that occurred that will be corrected in the future. This included the lack of an armored rescue vehicle capable of easily performing officer rescues, night vision devices, access to gas and power shutoffs, and lack of 40mm launchers and smoke grenades. Tactical errors included improper positioning of rear containment units and light discipline from Operators.

Callouts: SWAT conducted large-scale public-venue protection at the National Championship Air Races held September 10-14. SWAT was responsible for inner perimeter security and counter assault to any acts of violence. Several security concerns were observed with the venue and the large crowds and were relayed to NCAR and City officials for next year's event. No major events occurred during the incident.

On Thursday, September 25, SWAT was requested to respond to 701 S. Missouri Ave. in reference to an armed barricade. NMSP Fugitive Apprehension Unit went to the residence to serve an active arrest warrant on Matthew Anaya. NMSP Agents heard a male voice at the front door of the home prior to

announcing. They then knocked and announced and several females exited after a short period of time. There appeared to have been tampering with the attic access and NMSP believed the male to be in the attic. NMSP made initial entry in the home and seized a firearm from a bedroom where Anaya stays. The team responded and set up containment on the open front door with view of the attic and the rear and sides of the home. NMSP obtained a search warrant for the residence and turned it over to us for execution. SWAT Operators utilized a pole-camera to clear a majority of the attic. Agt. Santillan and Sgt. Jefferson made entry into the attic and cleared it with no occupants found. We completed the search and believe Anaya exited out a rear window of the home prior to our arrival.

Accomplishments: Agt. Santillan completed FBI LEEDA Command course. Sgt. Nguyen was appointed Assistant Team Leader. New SWAT callout uniforms were purchased and issued to Operators.

Plans for Next Month: Tentative Operator try-outs will be held Oct. 22-23 with the NTOA PT Test and firearms qualification being held on the 22nd and the scenarios and additional testing being held on the 23rd. We currently have three SWAT Operator openings, two Sniper openings, and one TEMS opening. Sniper will be opened to Operators once Operator try-outs are complete.

Equipment Update: The new uniforms have been well received by the Operators. Unfortunately, two Operators have left the department since then and it is not likely their uniforms will fit the next selected. 13 night-vision binoculars and four clip-on night-vision devices have been or are about to be purchased. The estimated arrival of these units is by the end of October. Our pole cam has been malfunctioning for some time. Attempts to resolve the issue have not worked with Code 3 or ourselves. Agt. Wentland is in the process of finding a suitable replacement. We are also still down three SWAT M4s and one SWAT .308 Sniper rifle that was seized by NMSP during OIS investigations. We have replacement rifles for the M4s but it would be approximately \$8,000 to replace the .308.

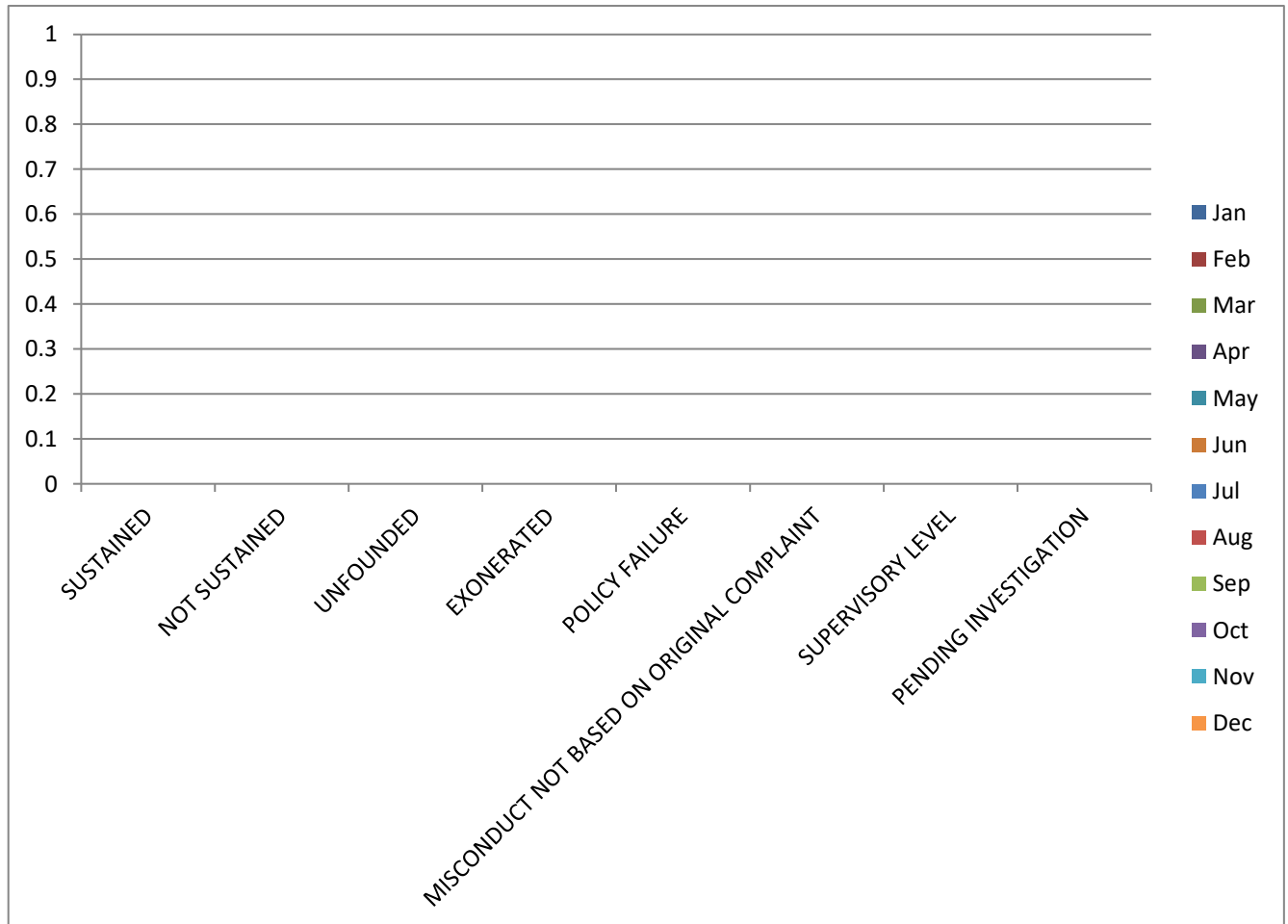
Issues and Concerns: Several SWAT members have left the department recently. Ofc. Juarez left to HSI, Det. Castillo left to ICE. Both of these Operators obtained their Sniper certification this year and we now have two Sniper openings. Agt. Mendoza and Ofc. Gamboa did not pass the PT test to make Operator off of the last list. RFD Lt. Kyle Wright made the decision to take a Battalion Chief job at Hobbs Fire Department and has left the TEMS team. After speaking with Chief Chavez and BC Mealand they would like to proceed with the next RFD on the TEMS list from last testing, Lawrence Boyd. If RFD is able, he should be transferred by the end of October. Agt. Dollar and Agt. Mendoza are still in the process with HSI and are likely to receive offers soon. There are others on the team that have applied to other agencies that do not wish for it to be known. If the current staff do decide to leave and are replaced, it would be beneficial to implement an on-boarding process and dedicated training to the new Operators to increase effectiveness.

Overall we currently have three Operator, two Sniper (to be filled by an Operator), and one TEMS vacancy. A new process will be started in October to fill the three current vacancies. Standards will not be lowered in order to fill these slots. Once the Operator testing is finalized, current Operators will have a chance to volunteer for the two Sniper openings. If necessary, a Sniper try-out will be conducted. The TEMS position will be filled when RFD is able.

Ofc. Willis, Ofc. Barela, Lt. Barncastle (RFD), hopefully three new Operators, and a new TEMS will need to attend SWAT school. It would be beneficial to host our own SWAT school but currently all leadership on the team capable of creating one are spread too thin with other duties and do not have the time.

Professional Standards (Internal Investigations)

Internal Investigations Monthly Report-September 2025



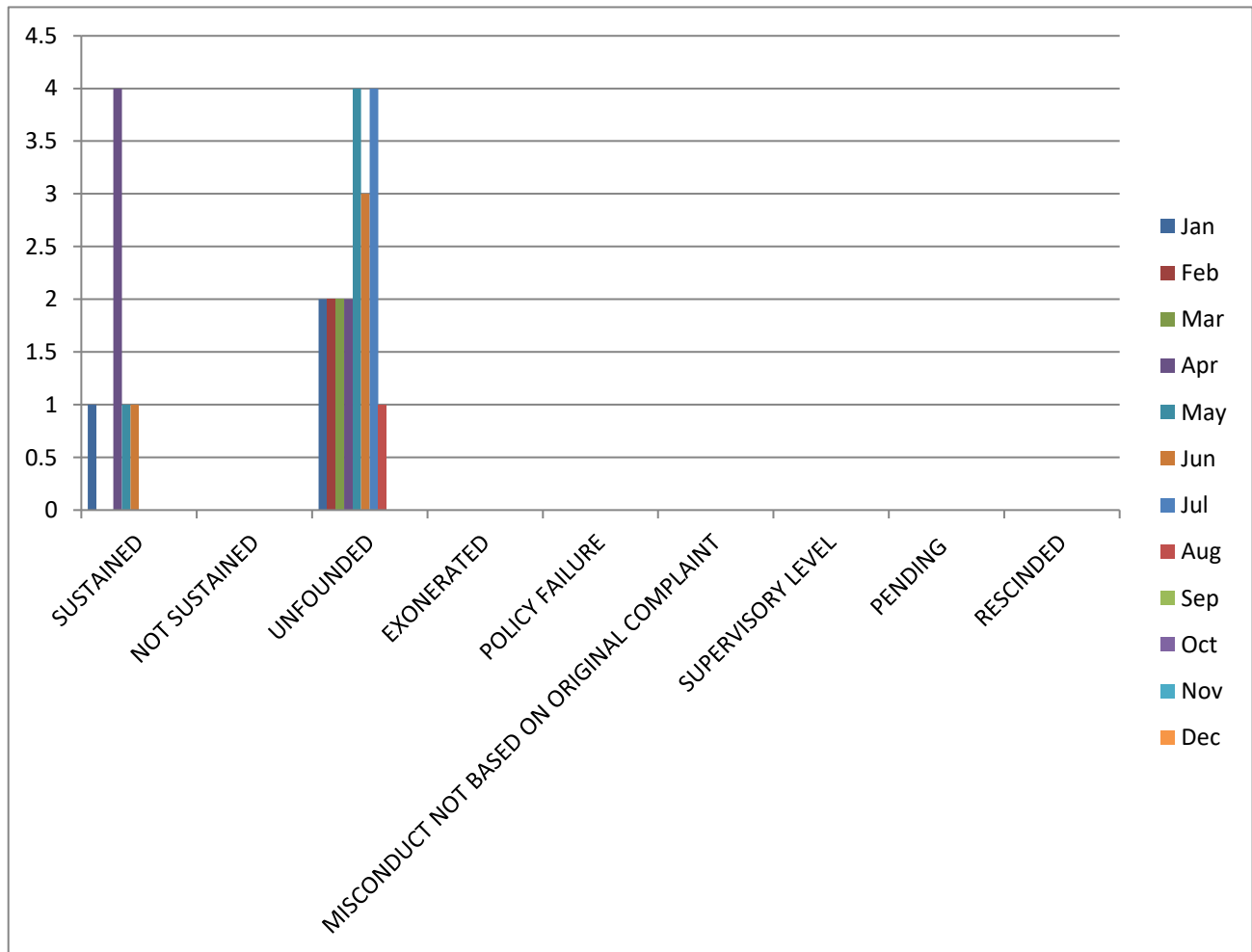
Total Complaints Received: 0

Pending Investigations: 0

Internally Generated: 0

Citizen generated: 0

Internal Investigations Monthly Report – Year to Date 2025



Total complaints received: 27

Pending Investigations: 0

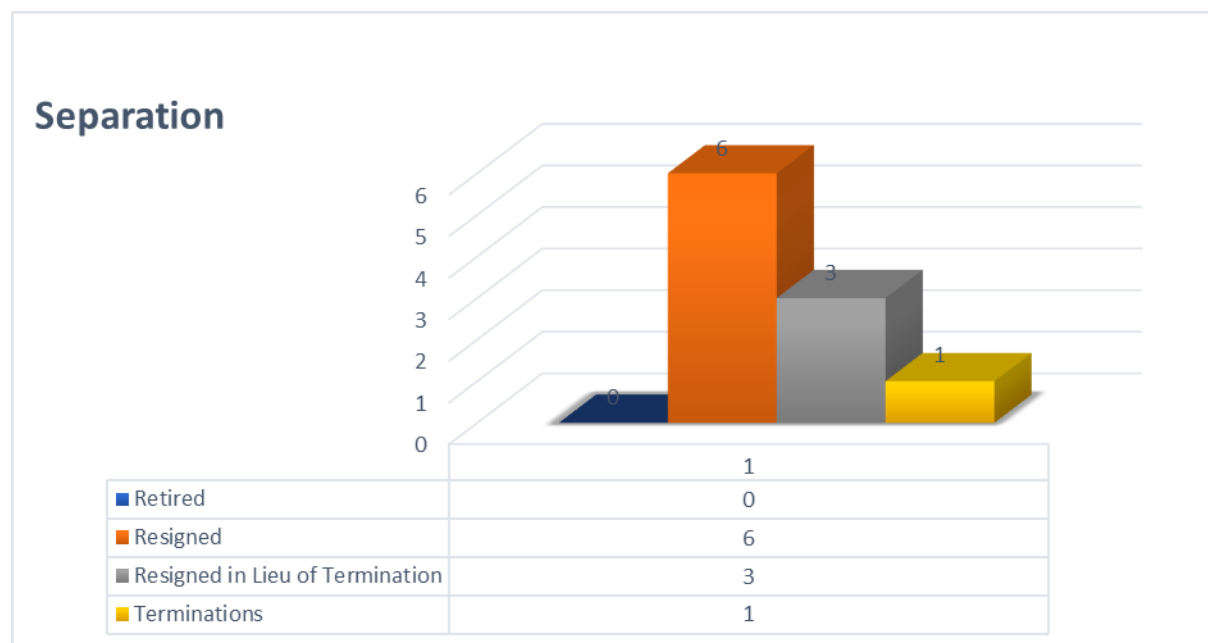
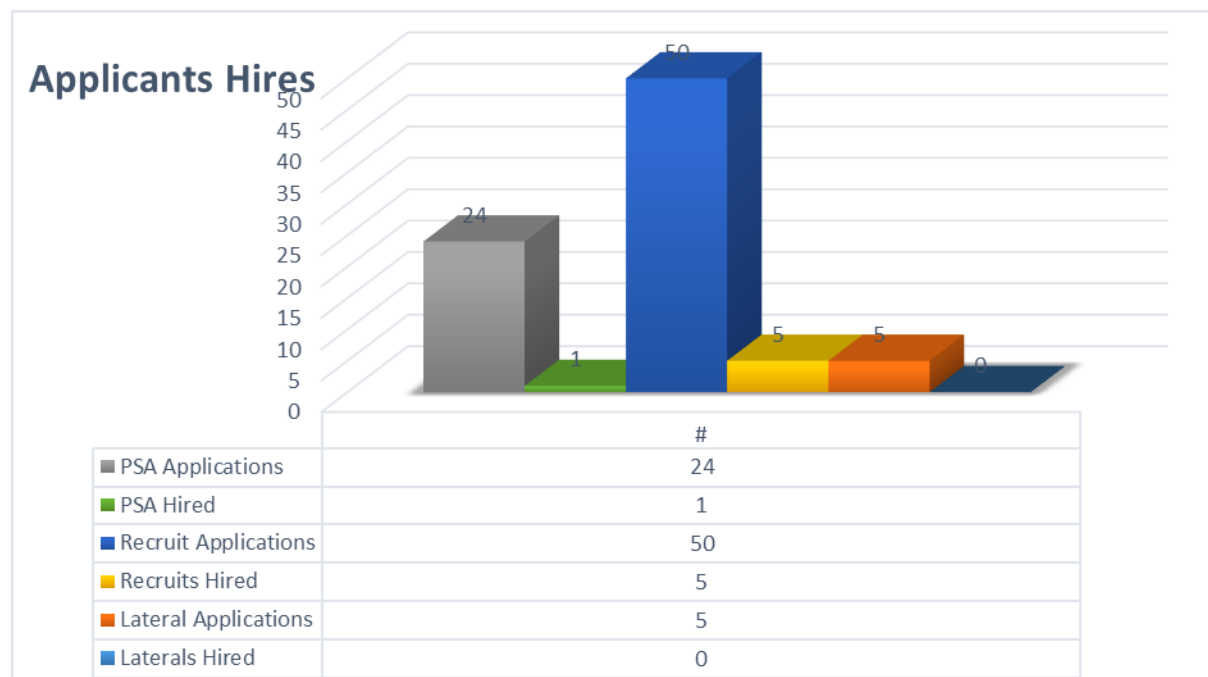
Internally Generated: 5

Externally Generated: 22

Support Services/Training and Recruiting/ Neighborhood Watch/Real-Time Crime Center

RECRUITING

Currently the department has 86 sworn personnel and 100 total allotted positions for sworn personnel. We have 16 vacant positions with 3 applicants in the hiring process for recruit officer and 4 applicants for police service aide. The recruiting division is currently holding recruit testing every first and third Thursday of the month.



RECRUIT TESTING:

Thursday, September 4: 1 applicant attending testing. The PSA applicant was completed the physical test and is currently in the process.

Thursday, September 18: 4 applicants attending testing. 3 Police Service Aide applicants are currently in the hiring process. 1 applicant is currently in the hiring process.

SEPTEMBER HIRES: (0)

NAME	STATUS
------	--------

LATERAL/RECRUIT APPLICANTS CURRENTLY IN PROCESS: (3)

NAME	STATUS
Aaron Gonzales	Hire date pending – paperwork submitted to City Hall
Carlos Acosta	Backgrounds (H. Gonzalez)
Ramona Woody	Backgrounds (SWTC)

PSA APPLICANTS CURRENTLY IN PROCESS: (4)

NAME	STATUS
Greg De Los Santos	Pending Chief's interview
Michael Payne	Pending Chief's interview
Gabriel Carrillo	In backgrounds
Ruby Gallegos	In backgrounds

NEW HIRES/PROJECTED HIRE DATES AND RELEASED FROM HIRING PROCESS: (0)

NAME	STATUS
------	--------

SEPTEMBER LOSSES: (1)

Officers resigned/terminated or retired

NAME	REASON
Joel Juarez	Resigned – Hired at another agency (HSI)

Community Outreach & Neighborhood Watch

September 5

Officer Gonzales met with **Aurora Trejo** regarding starting a Neighborhood Watch program in her neighborhood. He provided a **Neighborhood Watch handbook** and startup information.

September 10

Officer Gonzales met with **Sandra England**, Neighborhood Watch Captain for the **400 Blk N Missouri**. He distributed **new Neighborhood Watch signs** to the neighborhood.

September 10-14

Lt. Fry coordinated the **Air Races** and was in attendance during the event. No major incidents requiring police attention occurred during this period.

September 15-19

- **Sgt. Nguyen** attended a **Command Leadership training** through **FBI-LEEDA**. This intensive seminar is designed to prepare law enforcement leaders for command-level positions, with a focus on tangible best-practice strategies and techniques.
- **Lt. Fry** attended **Master Taser Training** through **AXON**. This course is required to assist with creating, recertifying, and certifying new instructors for the **Taser 7** program.

September 17

Officer Gonzales met with **Esmeralda Acosta** regarding starting a Neighborhood Watch program in her neighborhood. He provided a **Neighborhood Watch handbook** and startup information.

September 24

Officer Gonzales met again with **Sandra England**, Neighborhood Watch Captain for the **400 Blk N Missouri**. He distributed **additional Neighborhood Watch signs** to the neighborhood.

JOIN OUR TEAM



ROSWELL POLICE DEPARTMENT

TAKE HOME VEHICLES THAT CAN BE USED DURING OFF TIME	WELLNESS PROGRAMS AVAILABLE FOR OFFICERS AND THEIR FAMILIES
UNIFORMS AND EQUIPMENT PROVIDED WITH A YEARLY CLOTHING ALLOWANCE	4-DAY WORK WEEK WITH 10 HOUR SHIFTS
OPPORTUNITIES IN SPECIALIZED DIVISIONS	COMPETITIVE SALARIES WITH OVERTIME OPPORTUNITIES

PHONE: (575) 624-6770 EXT. 4179
EMAIL: D.MORALES@ROSWELL-NM.GOV



REAL-TIME CRIME CENTER HIGHLIGHTS

DRONE STATISTICS

FLIGHTS: 147

FLIGHT TIME: 34:17 flight hours

DISTANCE TRAVELED: 288.2 miles

REPORTS: 85

CALLS FOR SERVICE: 77

REQUESTED ASSISTANCE: 2

ARRESTS: 1

CLEARED CALLS: 3

DIRECTED PATROL: 1

Special Investigations Div./Chaves County Metro Narcotics Task Force

New Activities – 37 new activities were generated this month. Agents executed 5 search warrants, made 5 controlled buys of narcotics, seized 9 firearms, made 18 arrests and had 9 activities that were classified as “Other.”

Narcotics Seized:

Methamphetamine – 545.9 grams (1 + pound)

Fentanyl – 364 pills

Cocaine – 0.4 grams

Criminal Investigations Division

Monday 9-1-2025

CID was called out to 416 W. 16th for a homicide. Roman Chavez 49, was located with a single gunshot wound to the torso. The investigation determined that an argument had taken place between Mr. Chavez and another male, Willie Fuentes. At some point, both subjects had armed themselves and Mr. Chavez was shot by Mr. Fuentes. The murder weapon was recovered via search warrant on the residence. Willie Fuentes was charged with Voluntary Manslaughter. This homicide was investigated by Det. Basile.

Det. Ness was called out to an Armed Robbery at Farmer’s Country Market located at 2800 N. Main. Two male subjects had stolen a van from First Church of the Nazarene located at 501 N. Sycamore, then went to Farmers using the van as part of the robbery. They held the employees of the store at gun point and made them put every cash drawer in a shopping cart. The shopping cart full of cash drawers was loaded in the stolen van, and then the suspects fled the scene. This investigation was extremely intensive. The same suspects, plus one additional one, committed an attempted theft of an ATM in the county and committed an armed robbery/carjacking in Lubbock, TX. They were also involved in a fatal accident near the Texas/NM border which is being investigated by Texas DPS. Det. Ness was able to identify one subject as Brandon Harris and charged him with Armed Robbery, Conspiracy to Commit Armed Robbery, two counts of Unlawful Taking of a Motor Vehicle, two counts of Conspiracy to Commit Unlawful Taking of a Motor Vehicle, Larceny over \$500, and Attempt to Commit Larceny over \$500. The second subject has not been identified yet, but the investigation is still active.

Tuesday 9-2-2025

Det. Franklin obtained a search warrant for 1410 Poplar for an Unlawful Taking of a Motor Vehicle case.

Det. Barrientos obtained a search warrant for CCDC to go through an inmate's property for a shoplifting case with patrol. Det. Barrientos also obtained a DNA search warrant for Vincent Vasquez as part of a narcotics investigation.

Det. Ness was called out for an armed robbery/carjacking at 801 N. Union. He was able to identify the suspect as being Tyrone Williams, a juvenile. Det. Ness did a search warrant at Tyrone's house as well as a couple of DNA search warrants. He obtained an arrest warrant for Tyrone Williams for the armed robbery and Tyrone was incarcerated under the delinquent child charge. Det. Ness also obtained an arrest warrant for Tyrone's mom, Angelina McManaway, for Contributing to the Delinquency of a Minor. It was also discovered that Tyrone was the offender of a vehicle burglary from August. Det. Ness also charged him for that case.

Thursday 9-4-2025

CID responded to 300 W. Linda Vista #56 for a homicide. Colton Porter 21, had been shot several times. He was transported to ENMMC, but died shortly after arrival. The suspect was located almost immediately after the shooting and identified as Marcos Prieto of Grants, NM. Marcos and the victim got into an argument over a female and also over the sale of Fentanyl. Marcos then went to Colton's trailer and broke a window. When Colton went outside Marcos shot him several times and then fled in his truck. The truck, Marcos, and the murder weapon were all located and secured shortly after the shooting. Marcos Prieto was charged with 1st Degree Murder, Possession of a Controlled Substance, and Resisting Evading or Obstructing an Officer. This homicide was investigated by Det. Basile.

Det. Castillo obtained an arrest warrant for Dominic Alopopo a juvenile, for CSP of a Minor.

Monday 9-8-2025

Det. Duran obtained an arrest warrant for Billy Kerr for Conspiracy to Commit Bringing Contraband into Places of Imprisonment, Attempt to Commit Bringing Contraband into places of Imprisonment, Attempt to Commit Distribution of a Controlled Substance, Conspiracy to Commit Distribution of a Controlled Substance, and Distribution of a Controlled Substance. This investigation came when Det. Duran intercepted several jail calls from inmates conspiring to bring contraband into the jail in August.

Tuesday 9-9-2025

Det. Juarez was assigned a CSP case. It occurred in the field that is northwest of the Post Office on Brasher. A female was sexually assaulted by a homeless male while the male was armed with a knife. The male also used the knife during the commission of the sexual assault. Det. Juarez has done an extensive investigation to include several search warrants. The homeless male has yet to be identified though. The investigation is still active.

Thursday 9-11-25

CID was called out to 707 W. 11th for a stabbing homicide. Brad Tidwell 52, was stabbed one time in the side of the torso. He was transported to ENMMC where he later died from his injuries. The

suspect, Charles Hopkins, was still on scene and detained by patrol upon officers' arrival. The investigation determined that Charles Hopkins and a female were engaged in some sort of argument. Mr. Tidwell tried to intervene on the female's behalf and was stabbed by Mr. Hopkins. Charles Hopkins was charged with 2nd Degree Murder, Battery, and Resisting Evading or Obstructing an Officer.

Tuesday 9-16-2025

Det. Franklin was called out for a double shooting at 1021 S. Michigan. A female and male were shot during a domestic dispute that was a part of a love triangle gone wrong. A male identified as Angelo Duran, fired several shots at the residence and at the female. He was detained by patrol officers during a traffic stop as he was leaving the scene. Mr. Duran was charged with Attempt to Commit Aggravated Battery, Aggravated Burglary, Aggravated Assault, Shooting at Dwelling or Occupied Building, and Criminal Damage.

CID responded to 2501 N. Main to assist with an Officer Involved Shooting. State Police handled this incident in its entirety with little assistance from us. TSU did assist with collecting video surveillance and photographing the suspect before he was flown out.

Wednesday 9-17-2025

Det. Barrientos obtained an arrest warrant for Andrew Carrillo for Unlawful Taking of a Motor Vehicle.

Thursday 9-18-2025

Det. Barrientos obtained an arrest warrant for Raymundo Salcido for Larceny under \$250.

Friday 9-19-2025

Det. Barrientos obtained three search warrants for various dumpsters around 1600 W. Hendricks looking for evidence in reference to an aggravated burglary case.

CID received information that a body was possibly buried at 801 W. 12th St. Det. Shannon obtained a search warrant for the residence. An extensive search was conducted but no human remains were located. Two different cadaver dogs and the OMI Anthropology Unit were utilized during this investigation.

Det. Eric Castillo accepted a position with ICE and turned in his letter of resignation. Officer Shannon was promoted to Detective.

Thursday 9-25-2025

Det. Shannon obtained an arrest warrant for Pedro Martinez for Larceny, Conspiracy to Commit Larceny, and Resisting Evading or Obstructing an Officer.

Technical Services Unit/Property

The division highlights for September:

TSU highlights

- TSU helped with the execution of **20** search warrants.
- TSU responded to **17** callouts.
- TSU processed **16** items.
- TSU constructed **2** photo arrays for CID and Patrol.
- TSU conducted **0** trainings for Patrol and itself.
- TSU conducted **3** phone extractions.
- TSU conducted **0** video enhancements.
- TSU assisted with **25** calls for service.

Property Highlights

Property booked in the following: **555** total items, including **89** drug items, and **50** firearms.

- **91** items sent to lab.
- **0** Cash deposited
- **28** Items transferred to outside agencies (ATF/HSI/FBI).
- **49** Items returned to owner/other.
- **0** Destruction Orders obtained and executed. **0** items were destroyed based on these Destruction Orders. There are **8** Destruction Orders in progress.
- **0** firearms destroyed per destruction order.

	YTD	September
Items booked in	3870	555
Guns	255	50
Drugs	897	89
Sent to lab	519	91
Cash Deposits	2	0
Money deposited	\$50,384.88	0
Transferred	48	28
RTOW/RETO	334	49
D.O.'s Executed	1	0
Total Items Dest.	442	0
Firearms Dest.	0	0

Notable Events

TSU spoke to Criminal Justice students about their roles and responsibilities within Investigations.

Peer Support

The highlights for the month of September:

Wellness Highlights

- Monthly meeting was canceled due to Critical Incident Debrief.
- Roswell Police Department is hosting the Advanced Peer Support Training November 11-14 through PSPG with Dr. Rogers at New Mexico Game and Fish.

K9 Highlights

- K9s conducted **5** visits
- K9s provided Victim Support on **0** cases
- K9s responded for **2** Critical Incident Calls
- K9s participated in **0** Community Events

Police Chaplain Highlights

- Police Chaplains did **2** Ride-Alongs
- Police Chaplains responded for **2** Critical Incident Calls

Peer Support		
Member	Status	Availability
Adam Rhodes	Active	24/7
Randy Rodriguez	Active	24/7
Pat Silvas	Active	24/7
Shady Nguyen	Active	24/7
Ashley Hunter	Active	24/7
*Peer Support Team Members are available on a 24/7 basis and can be reached in person or over the phone.		

K9s				
	Visits	Victim Assistance	Critical Incidents	Community Events
Beaumont	3		1	
Kiki	2		1	
Chevy			1	
*K9's are available on a 24/7 basis and work a regularly scheduled shift on Wednesdays. *Facility K9s Coordinator is Gina Yeager (575-626-2422).				

Police Chaplains		
Chaplain	Ride-Alongs	Critical Incidents
Donovan Fulkerson	0	1
Joel Wood	2	1
Sean Reeves	0	2
Jett Davis	0	1
*Police Chaplains are on an on-call rotation and one is available 24/7. They may be utilized for personnel or the public affected by Critical Incident Calls. Critical Incident Calls can vary from traffic collisions, shootings and deaths to calls involving children and anything in between.		

GOALS:

To have Logan Franklin, Domicio Morales, Nick Berumen, Christian Fulkerson, Danny Flott and Mike Shannon attend Advanced Peer Support Training to be placed onto the Peer Support Team.

ROSWELL POLICE DEPARTMENT
MONTHLY REPORT - SEPTEMBER 2025

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
CRIMES AGAINST PERSONS					
<i>Murder*</i>	2	0	8	6	33.33%
<i>Justifiable Homicide</i>	0	0	0	0	0.00%
<i>Criminal Sexual Penetration</i>	1	0	18	13	38.46%
<i>Robbery</i>	3	2	12	21	-42.86%
<i>Aggravated Assault/Battery</i>	31	20	208	270	-22.96%
<i>Minors-Sexual Penetration</i>	2	4	15	13	15.38%
<i>Minors-Sexual Contact</i>	2	4	18	26	-30.77%
<i>Child Abuse</i>	2	6	34	43	-20.93%
Crimes Against Persons (Non-Violent)*	180	231	1709	1839	-7.07%

CRIMES AGAINST HOUSEHOLD MEMBER					
<i>Domestic Violence-Physical Contact</i>	42	55	397	431	-7.89%
<i>Domestic Violence-Verbal</i>	37	40	284	289	-1.73%

PROPERTY CRIMES					
<i>Burglary</i>	21	8	146	128	14.06%
<i>Larceny</i>	63	59	656	632	3.80%
<i>Motor Vehicle Theft</i>	8	6	71	65	9.23%
<i>Criminal Damage</i>	64	39	478	472	1.27%
<i>Graffiti</i>	0	0	4	6	-33.33%
<i>All Other Crimes Against Property</i>	30	22	208	226	-7.96%

DWI	7	10	94	106	-11.32%
------------	---	----	----	-----	---------

PERSONS ARRESTED	284	390	3084	3346	-7.83%
-------------------------	-----	-----	------	------	--------

TRAFFIC REPORT					
<i>Fatal Accidents</i>	0	0	2	7	-71.43%
<i>Injury Accidents</i>	12	20	150	166	-9.64%
<i>Property Damage Only</i>	59	45	535	499	7.21%
<i>Traffic Citations</i>	285	612	4,674	4,747	-1.54%

TOTAL ACTIVITIES					
<i>Officer Initiated</i>	1,520	2,192	16,923	18,210	-7.07%
<i>Calls for Service</i>	2,382	2,685	21,786	24,326	-10.44%

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

PART I CRIMES	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
CRIMINAL HOMICIDE TOTAL	2	0	8	6	33.33%
<i>Murder/Nonnegligent Homicide</i>	2	0	6	5	20.00%
<i>Manslaughter By Negligence</i>	0	0	2	1	100.00%
FORCIBLE RAPE TOTAL	3	4	33	26	26.92%
<i>Rape By Force</i>	3	4	32	26	23.08%
<i>Attempts to Commit Forcible Rape</i>	0	0	1	0	NA
ROBBERY TOTAL	3	2	12	19	-36.84%
<i>Firearm</i>	2	0	3	7	-57.14%
<i>Knife or Cutting Instrument</i>	0	1	2	2	0.00%
<i>Other Dangerous Weapon</i>	0	0	1	4	-75.00%
<i>Strong-Arm (Hands, Fists, Feet, Etc.)</i>	1	1	6	6	0.00%
ASSAULT/BATTERY TOTAL	112	144	1081	1244	-13.10%
<i>Firearm</i>	20	9	103	126	-18.25%
<i>Knife or Cutting Instrument</i>	3	4	31	38	-18.42%
<i>Other Dangerous Weapon</i>	6	4	41	53	-22.64%
<i>Hands, Fists, Feet, Etc.-Aggravated Injury</i>	2	3	33	53	-37.74%
<i>Other Assaults-Simple, Not Aggravated</i>	81	124	873	974	-10.37%
BURGLARY TOTAL	21	8	146	128	14.06%
<i>Forcible Entry</i>	14	6	90	93	-3.23%
<i>Unlawful Entry-No Force</i>	3	2	42	33	27.27%
<i>Attempted Forcible Entry</i>	4	0	14	2	600.00%
LARCENY THEFT TOTAL	63	59	656	632	3.80%
MOTOR VEHICLE THEFT TOTAL	8	6	71	65	9.23%
<i>Autos</i>	8	5	62	56	10.71%
<i>Trucks and Busses</i>	0	0	1	3	-66.67%
<i>Other Vehicles</i>	0	1	8	6	33.33%
GRAND TOTAL	212	223	2007	2120	-5.33%
CRIMES NOT REPORTED ELSEWHERE					
<i>Arson</i>	1	4	14	19	-26.32%
<i>LEOKA* (Also shown in Part I Assaults)</i>	16	34	188	247	-23.89%

*Law Enforcement Officers Killed or Assaulted

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
PART II CRIMES					
CRIMES AGAINST PERSONS (Non-Violent)					
<i>Weapons Violations</i>	3	19	79	111	-28.83%
<i>Voyeurism Prohibited</i>	0	1	1	3	-66.67%
<i>Indecent Exposure</i>	3	1	13	12	8.33%
<i>Child Solicitation by Electronic Means</i>	0	2	5	4	25.00%
<i>Enticement of a Child</i>	0	0	2	0	NA
<i>Custodial Interference</i>	5	2	22	15	46.67%
<i>Disorderly Conduct</i>	15	12	92	107	-14.02%
<i>Disorderly House</i>	2	1	8	4	100.00%
<i>Criminal Trespass</i>	16	19	161	164	-1.83%
<i>Simple Assault/Simple Battery</i>	81	124	873	974	-10.37%
<i>Harassment</i>	12	4	73	47	55.32%
<i>Stalking</i>	4	2	22	16	37.50%
<i>Kidnapping</i>	0	0	5	3	66.67%
<i>Threats</i>	12	4	82	63	30.16%
<i>Public Affray</i>	3	3	26	28	-7.14%
<i>Public Nuisance</i>	7	14	65	69	-5.80%
<i>Runaway</i>	5	10	75	135	-44.44%
<i>Emergency Removal</i>	3	3	44	33	33.33%
<i>Missing Person</i>	4	1	31	18	72.22%
<i>TRO Violation</i>	5	9	30	33	-9.09%
TOTAL	180	231	1709	1839	-7.07%
CRIMES AGAINST PROPERTY					
<i>Forgery</i>	1	3	18	17	5.88%
<i>Fraud</i>	18	13	102	115	-11.30%
<i>Embezzlement</i>	4	1	19	18	5.56%
<i>Shooting at Unoccupied Dwelling or Veh</i>	1	0	17	20	-15.00%
<i>Stolen Property Possession/Recovery</i>	2	1	17	8	112.50%
<i>Identity Theft</i>	4	4	35	48	-27.08%
TOTAL	30	22	208	226	-7.96%
GRAND TOTAL	210	253	1917	2065	-7.17%

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
IPRA Requests					
<i>IPRAs for Lapel Video</i>	119	44	820	152	439.47%
<i>IPRAs All Other</i>	102	102	859	296	190.20%
<i>Video Redaction Hours</i>	331.57	139.5	2020.47	660.5	205.90%
IPRA Requests Total	221	146	1679	448	274.78%

Public Safety Committee

Meeting Date: 10/14/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

September AMR monthly report. (Prescott)

Attachments

Monthly Report

City of Roswell
Public Safety Committee
Monthly Report



ROSWELL

KP Prescott
Operations Manager

October 14, 2025

AMR Roswell Monthly Report

October 2025

System status report as of September 13, 2025:

- **4 Personnel**
 - 30 Full Time
 - 14 Paramedics
 - 9 EMT-Intermediate
 - 6 EMT-Basics
 - 11 Part Time
 - 5 Paramedics
 - 3 EMT-Intermediate
 - 3 EMT-Basics

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

Actively recruiting, we have 3 Paramedic candidates.

- **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 196 EMS only calls.**

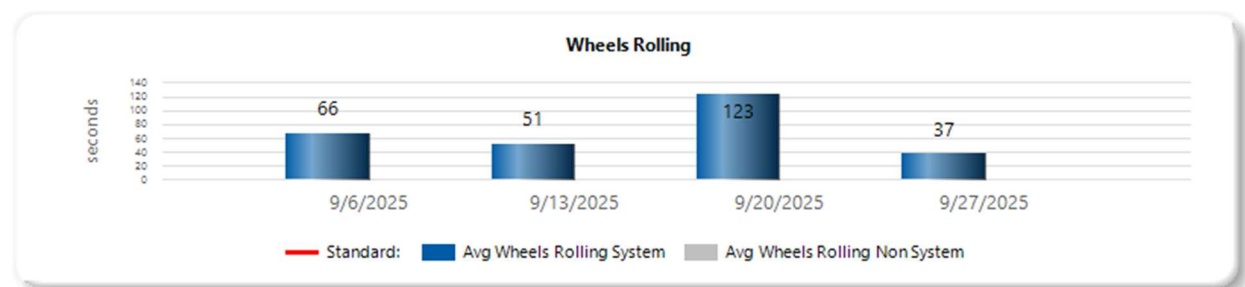
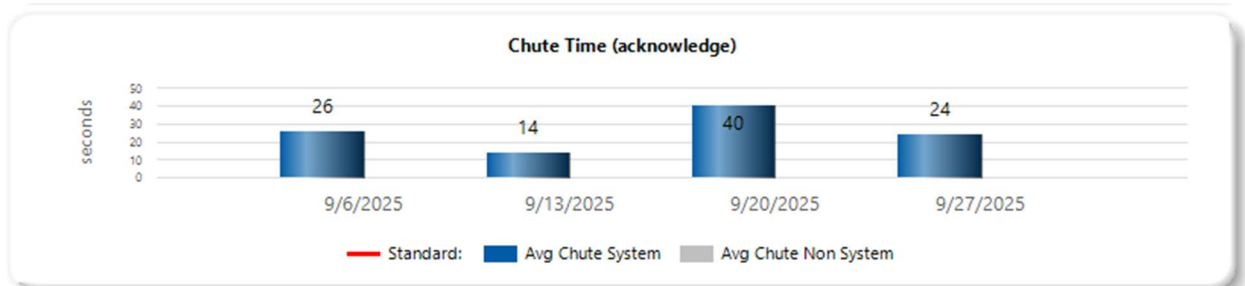
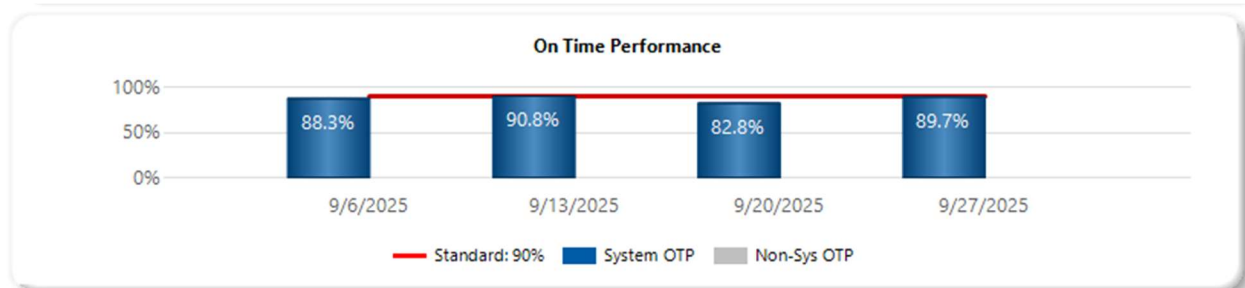
There was a decrease in total call volume this month including EMS only responses. In our continued QI process, we continue to see an increase in response times and have reemphasized to our teams the importance of a timely response to all calls for service. We are seeing the response times become quicker with out of the chute times less than 20 seconds and wheels rolling in under 1 minute.

Code 3 Compliance-Roswell NM

Excludes EMS Approved Exemptions

Responses between 9/1/2025 and 9/30/2025

Response Zone	Unit Number	Total Responses	Total Transports	Total Lates	Compliance Percent
⊕ NM Roswell		471	304	70	85.14%
⊕ NM Chavez County		70	47	0	100.00%



We are continuing to train and improve on our Special Skills. All our Paramedics are certified in RSI and Finger Thoracostomy for Advanced Airway Management in critically ill patients as well as advanced level medications in addition to the regular scope of practice. AMR Advanced EMTs are certified in ACLS with Advanced Cardiac Monitoring with 12 Lead ECG Interpretation and Benzodiazepines for Seizures and Agitated patients. At the September 5th meeting our Special Skills were renewed for another year with Gold Star reviews from the state Medical Director. 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 take great pride in our continued development and our commitment to providing high quality patient care.

We are proud of our very successful education program and continue training local employees that work and live in the Roswell community. Currently we are sponsoring 5 employees in the paramedic program, 2 who will graduate this fall and 1 attending Advanced EMT. To date we have trained nearly 20 employees in successfully advancing their licensure level.

We continue to partner with our local hospitals as active members of the Chest Pain / Stroke Committee and Multidisciplinary Trauma Committee and were recognized by the American College of Cardiology as an **EMS Partner in Care** with ENMMC. We continue to host teams from RFD and Chaves County EMS with joint training to aid in the development of a better EMS System in Roswell and Chaves County.

Ongoing support with community events with the schools for career days as well as providing standby service when needed.

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 - 9/30/2025

City of Roswell	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Total
911 Responses	748	650	728	638	711	670	723	698	692	6,258
IFT Responses	154	155	169	188	172	159	160	176	132	1,465
Total Responses	902	805	897	826	883	829	883	874	824	7,723
Total Canceled	64	77	77	86	93	82	87	65	88	719
Total Dry Runs	215	184	220	211	201	169	211	205	221	1,837
Total Transports	623	544	600	529	589	578	585	604	515	5,167
Total Lates	14	12	7	17	9	10	4	9	5	87
Total to Lovelace	83	84	60	54	71	83	69	72	75	651
Total to Eastern NM Med	402	315	375	306	353	344	368	370	314	3,147

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 11.

Public Safety Committee

Meeting Date: 10/14/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Fire Monthly Report (Washichek)

Attachments

Fire

ROSWELL FIRE DEPARTMENT

Monthly Report

September 2025



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

Staffing Outlook

Fire Chief –	Steve Chavez –	701
Deputy Chief –	Daniel Fuller -	702
Deputy Chief –	Derek Washichek –	703
Training Chief –	Fernando Garcia –	711
EMS Chief –	Randy Bunch –	712
Fire Marshall-	Jared Olive -	721
Deputy Fire Marshal -	Chris Casey-	722
Deputy Fire Marshal -	Preston Washington	723
A-Shift Battalion Chief –	Jared Jennings –	Bat 1
B-Shift Battalion Chief –	Cory Mealand –	Bat 1
C-Shift Battalion Chief –	Kevin Hernandez –	Bat 1
Sr. Admin Assistant -	Lorena Borunda	
Admin Assistant -	Open	

Lieutenants –	Fully Staffed	Current	Open
	24	24	0
Engineers-	Fully Staffed	Current	Open
	30	22	8
Firefighters-	Fully Staffed	Current	Open
	27	21	6
Recruit Academy-	In Session		Open
	9		5

Department Overview

September marked a milestone month for the Roswell Fire Department, showcasing professionalism, teamwork, and operational excellence across all divisions. The department successfully supported major public events, executed complex emergency operations, advanced new administrative systems, and maintained strong community engagement. Every member—from administration to field operations—played a vital role in ensuring safety, readiness, and community trust.

Major Departmental Achievements

National Championship Air Races

This month, Roswell hosted its first-ever **National Championship Air Racing Event**, a historic undertaking for the city and the department.

The Roswell Fire Department **developed and executed the entire emergency response plan**, coordinating with **over 75 first responders** from multiple agencies including local hospitals, TransAero, AMR, Chaves County Fire, Eddy County, Hobbs, and Carlsbad Fire Departments. The weeklong event was a tremendous success with **no major incidents**. Achievement reflects exceptional preplanning, interagency collaboration, and incident command leadership.

Administrative Initiatives

- **EMS Rx Program** officially launched, now providing real-time assistance with the department's **QA/QI process**, enhancing patient care documentation and performance tracking.
- **9th Brain Software Development** is underway. This new platform will be customized to streamline training records, continuing education, and compliance management.
- **QA Officers** are now active, assisting with **training documentation, performance tracking, and run report reviews**.
- **Final Inspection Completed on New ARFF Truck**, ensuring readiness for delivery and integration into the department's fleet.

These initiatives mark significant progress toward achieving ISO 1 readiness and strengthening the department's operational infrastructure.

Notable Incidents

The department responded to a variety of high-priority incidents this month, demonstrating efficiency and strong tactical coordination across all shifts:

- **Structure Fires:**
 - 212 N Washington – fire led to discovery of a drug-related squat house.
 - East 6th Street – fully involved structure with aggressive VES operation; no fatalities.
 - 1709 N Washington – detached carport fire; contained with minimal spread.
- **Major Medicals & Traumas:**
 - Multiple **gunshot wounds** and **stabblings** requiring trauma code activations.
 - **Fatal MVA/Car vs. Semi** at 380 E.
 - **Plane crash** at the Roswell airport – no injuries.
- **Rescues:**
 - Rope Rescue at **Bottomless Lakes** – hiker fall with tib/fib fracture; successful extrication and transport.

These incidents highlighted the department's preparedness, coordination, and ongoing commitment to aggressive yet controlled operations under pressure.

Training and Professional Development

Training remained a key focus this month, with all shifts participating in diverse and specialized exercises:

- **Firefighter Down CPR and Firefighter Survival Drills** – reinforcing life-saving tactics for interior crews.
- **Rope Rescue Training** using new equipment and bag systems.
- **Leadership Development** sessions with BC Jennings for both officers and non-officers.
- **Cross-Training with AMR** on live fire victim removal and treatment.
- **Water Rescue Truck Operations** and **ABG Refresher** for AEMT candidates.
- **9/11 Stair Climb Memorial Event** – strong participation across shifts, with support from Sierra Fire and administration.

Administrative and QA staff also focused on **training record standardization** and integration with new software systems to streamline documentation.

Personnel and Staffing

- **FAO Tallabas** received the **Peer Accountability Award** for exemplary leadership and performance.
 - **FAO Wright** began **Paramedic School**; **FF Ronquillo** entered **Intermediate School**, reflecting continued departmental investment in education.
-

Equipment and Apparatus Updates

- **E6:** MES repaired pump actuator, coolant, and seatbelt sensors.
 - **E11:** A/C repaired by Siddons Martin.
 - **Tanker 4:** Exhaust system serviced; pump functional at 100 PSI.
 - **E15:** Fixed overheating issue; window replaced (pending final adjustment).
 - **New LMTV** acquired and stationed at Station 3.
 - **New ARFF Truck** passed final inspection.
 - **First Aid and Triage Kits** distributed to Station 4.
-

Community Engagement

The Roswell Fire Department remained visible and engaged throughout the community:

- **Homeschool and National Guard Youth Tours** hosted at Stations 1 and 4.
 - **Church of the Nazarene BBQ** and **Sierra Middle School Block Party** supported by on-duty crews.
 - **Goddard Soccer Booster Golf Ball Drop** and **First Responder Blue Mass** events attended.
 - **9/11 First Responder Breakfast** participation at Peachtree Village.
 - **RARA Air Races** showcased interagency cooperation and public trust in emergency management.
-

Summary

September 2025 was a month of **firsts, progress, and collaboration**. From hosting the National Championship Air Races to implementing new QA and training systems, the Roswell Fire Department continued to advance professionalism and readiness across every level. Each division contributed to a unified mission of service, safety, and community excellence.