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**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, July 21, 2025
6:00 PM**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF THE AGENDA

V. INTRODUCTION OF STUDENTS AND SCOUTS

VI. PRESENTATIONS

- Chief Steve Chick, CFD#2 second quarter report

VII. PUBLIC PARTICIPATION

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on July 21. Comments will be shared with Councilmembers prior to the meeting.

VIII. CONSENT AGENDA

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (roll call vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff:

1. Consider approval of regular City Council meeting minutes – July 7, 2025
2. Consider an ordinance approving the Prairie Village Jazz Festival as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area of the event
3. Consider request for alcoholic beverage waiver for Harmon Park for the Prairie Village Jazz Festival
4. Consider school crossing guard contract renewal with All City Management Services, Inc. (ACMS)
5. Purchase request of police vehicle

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2025-32 Consider staff recommended changes to ordinances regarding the operation of e-bikes and e-scooters within the City
Chief McCullough

XIV. COUNCIL COMMITTEE OF THE WHOLE (Council President presiding)

COU2025-33 Discuss proposed purchase of Drone as First Responder (DFR) equipment and program
Chief McCullough

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@pvkansas.com.



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JULY 7, 2025**

The City Council of Prairie Village, Kansas, met in regular session on Monday, July 7, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the city clerk with the following councilmembers in attendance: Cole Robinson, Terry O'Toole, Inga Selders, Ron Nelson, Lori Sharp, Chi Nguyen (via Zoom), Dave Robinson, Greg Shelton, Nick Reddell, Ian Graves and Terrence Gallagher. Staff present: Eric McCullough, Chief of Police; Keith Bredehoeft, Director of Public Works; Melissa Prenger, City Engineer; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Buom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda as presented. The motion was seconded by Mr. Shelton and passed 11-0.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

None.

PUBLIC PARTICIPATION

- The following residents spoke in opposition to the construction of a new city hall building and/or the utilization of LEED building practices:
 - Jim Rosberg, Ward 1
 - Scott McKenzie, Ward 1
 - Stephen Platt, No Ward listed
- The following residents spoke in favor of the construction of a new city hall building and/or the utilization of LEED building practices:
 - Alan Bauman, Ward 5
 - Anne Melia, Ward 6



PRAIRIE VILLAGE KANSAS

- Tom Melia, Ward 6
 - Rick Wohlfarth, Ward 4
 - Mark Hague, Ward 4
- Constance Carlyle, Ward 3, commended public works staff for their efforts throughout the city.
- Edward Boersma, Ward 2, and Anna Gepson, Ward 2, shared their support for restrictions on residential development and redevelopment.
- Pam Justus, Ward 6, noted her objection to spending by the council.

CONSENT AGENDA

Mayor Mikkelson asked if there were any items to be removed from the consent agenda for discussion:

1. Consider approval of regular city council meeting minutes - June 16, 2025
2. Consider approval of expenditure ordinance #3051
3. Consider approval of a contract with Byrne and Jones Construction for the 2025 street repair program (P5001)

Mr. Nelson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Shelton, Reddell, Graves, Gallagher. The motion passed 11-0.

COMMITTEE REPORTS

None.

MAYOR’S REPORT

- The Mayor noted events that had taken place since the prior council meeting on June 16:
 - A summer solstice party with community gardeners
 - The Northeast Johnson County Chamber of Commerce’s annual golf tournament
 - A MARC Board meeting, at which information regarding a 988 hotline for mental health support was shared
 - A discussion of city activities with residents of the Claridge Court senior living facility
 - The annual VillageFest event on July 4
 - A Johnson County/Wyandotte County Mayors lunch
 - Several conversations with individual residents
- The Mayor stated that the annual JazzFest event would be held on September 6 in Harmon Park.



PRAIRIE VILLAGE KANSAS

- The Mayor also provided a summary of the recent Kansas Supreme Court decision declining to consider a case regarding petitions that had been filed against the city.

STAFF REPORTS

- Ms. Buom provided an update on the city's compost program, noting that over 200 registrants had signed up in the first week. She also shared information about summer recreation programs, and noted that approximately 1,900 people visited the municipal pool complex on July 4.
- Mr. Aggen provided an update on a lawsuit that had been filed against the city attempting to prevent the construction of a new city hall building.

OLD BUSINESS

There was no old business to come before the council.

NEW BUSINESS

COU2025-30

**Consider Resolution 2025-06 of the city's intent to exceed the revenue neutral rate and establishing the date and time of a public hearing for the 2026 budget
Jason Hannaman**

Mr. Hannaman stated that the council and staff had worked to develop the 2026 budget over the past several months, and that the council approved the preliminary budget on June 2. The proposed budget would maintain the same level of services as the 2025 budget, but would include a total mill rate of 18.066, a cut of approximately one-quarter mill from 2025's rate of 18.326. Mr. Hannaman said the final mill rate could vary slightly based on the results of ongoing appraisal appeals.

Per K.S.A. 79-2988, the proposed budget required a revenue neutral rate hearing to exceed the rate provided by the county clerk. During the 2021 legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements if a proposed budget would exceed the property tax levy's revenue neutral rate.

Mr. Hannaman explained that the revenue neutral rate was the tax rate in mills that would generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Prairie Village, the revenue neutral rate for 2026 would be 17.213 mills; since the proposed budget necessitated 18.066 mills, a public hearing was required. The public hearing was anticipated to be held at the regular council meeting on Tuesday, September 2, 2025. The budget public hearing and adoption of the 2026 budget would immediately follow the revenue neutral rate hearing. Approval of this item would authorize the publishing of both the budget and revenue neutral rate public hearings.



Mr. Shelton made a motion to approve a resolution of the city's intent to exceed its "revenue neutral rate," establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing. Mr. Graves seconded the motion.

Mr. Shelton asked that if the mill rate were to change based on appraisal appeals, could the final rate be higher than 18.066. Mr. Hannaman said that it could increase, but the change would likely be very small. He noted that the 2025 rate increased by 1/1000 of a mill after appeals were completed and the city's final assessed value was received from the county in November.

After further discussion, a roll call vote was taken with the following votes cast: "aye": C. Robinson, O'Toole, Selders, Nelson, Nguyen, D. Robinson, Shelton, Reddell, Graves, Gallagher; "nay": Sharp. The motion passed 10-1.

**COU2025-31 Consider traffic calming on 89th Street from Roe Avenue and Mission Road
Keith Bredehoeft**

Mr. Bredehoeft said that residents along 89th Street had requested traffic calming measures, and had met the requirements of the traffic calming program. The final petition exceeded the 60% resident approval threshold for measures to be installed, which would include a speed table installation near Roe Avenue and a traffic circle at Delmar Street. Mr. Bredehoeft noted that speed tables had been successfully used in other areas of the city, but that this would be the first installation of a traffic circle as part of the traffic calming program. Installation was anticipated for the summer; the approximate cost of the speed table would be \$15,000, and the traffic circle roughly \$40,000, with funds coming from the residential street rehabilitation program.

Mr. Reddell made a motion approve the installation of traffic calming measures on 89th Street from Roe Avenue to Mission Road. The motion was seconded by Mr. O'Toole and passed 11-0.

Mr. Cole Robinson made a motion for the city council to move to the council committee of the whole portion of the meeting. The motion was seconded by Mr. Nelson and passed 11-0.

COUNCIL COMMITTEE OF THE WHOLE

Council requested agenda item: potential restrictions on residential development and redevelopment



Mr. Aggen said that Ms. Selders and Mr. Nelson, in response to concerns from residents, had met with city staff to begin discussions surrounding possibilities for restrictions on development or redevelopment in residential zones, including a focus on “teardown-rebuilds.” Possibilities were explored including moratoriums and quotas or caps on the total number of permits that could be issued city-wide or on a particular block. He noted that any quota or cap could bring with it substantial risk of a legal challenge.

Staff and the councilmembers worked through questions and considered a variety of potential ideas. Mr. Aggen stated there was still uncertainty as to the precise goals, underlying problems, and potential consequences of implementing new restrictions, including legal risks. A decision was reached to seek more direction from the council to further develop and understand problems and goals.

Ms. Selders said that the most consistent complaint she had heard from residents was regarding teardown/rebuilds. Specifically, residents shared concerns over the number of homes under construction simultaneously on the same block, and the fact that in some areas, construction had been on-going for nearly a decade. She noted that options she favored included a yearly cap on building permits, based on either the order in which they were received or a “lottery” type process. Further, increased enforcement of construction noise and a stronger noise ordinance would help address resident concerns.

Ms. Sharp asked whether it was possible to limit property tax increases on existing homes when new construction was built nearby. Mr. Aggen said that the county appraised property values based on comparable properties, but there was nothing the city could do to affect how the county performed appraisals.

Mr. Reddell asked whether capping the number of permits that could be issued in a calendar year would generate legal action against the city. Mr. Aggen said it could generate challenges from other property owners wishing to construct a new home or even make upgrades to their existing home.

Mr. Cole Robinson shared concern that adding certain restrictions could end up causing projects to take longer to complete, which could make problems worse for residents.

Mr. Shelton suggested that the building fee schedule be reviewed and potentially increased to reduce the level of construction.

Mr. O’Toole asked what the penalty was for a noise ordinance violation. Chief McCullough indicated a fine could be assessed, though the amount would likely be minimal. He added that a first offense would generally be an opportunity to educate the violator rather than issue a citation. Mr. O’Toole asked if the council could set fine amounts, and Chief McCullough stated that the amounts were set by the city’s judges, who would need to be consulted to consider changes.



Mr. Gallagher asked whether an ordinance could be passed that stated that if a developer amassed a certain number of fines over a certain period, they would no longer be issued a permit. Mr. Aggen said that the legality of such an ordinance could be explored.

After further discussion, Mr. Graves made a motion to direct staff to investigate opportunities to address project nuisances through enhanced fees, enforcement and fines. Mr. Nelson seconded the motion.

Ms. Selders made a motion to amend the motion to include an exploration of how other cities limited the number of building permits issued, such as using a lottery system, and what restrictions were applied stating when work could be performed. Ms. Sharp seconded the motion.

Mr. Jordan noted that restrictions on which days work could be performed, such as holidays or weekends, would also apply to residents working on projects at their own existing homes.

Mr. Graves stated that his original motion would include a review of how other cities regulate the dates and times of when work can be performed.

Ms. Selders withdrew her amendment to the motion, and the original motion passed 11-0.

Consider additional functionality and sustainability enhancements for inclusion in new city hall (Project BG510003)

Ms. Prenger said that at its June 2, 2025 meeting, the council directed staff to pursue LEED Gold certification for the new city hall construction. Gold level certification would include renewable energy production (solar panels) at 50% of projected annual need and high efficiency HVAC. Additionally, there were other items identified that the council wished to discuss further. She noted that any items considered by the council would not be used to pursue LEED Platinum certification, but rather to determine if they had long term benefits that align with the city's action plan.

Ms. Prenger stated that the three items to discuss further included:

- Bicycle facilities
 - To achieve credit toward LEED Platinum status, bicycle facilities also required covered bike racks for the public, a covered bike rack for employees, trails within range, and a shower on-site. Ms. Prenger stated that two bike racks could be installed for both public and employee use without a cover or a shower for \$4,000.
- Charging stations for electric vehicles



- Ms. Prenger said that the existing four parking spots with EV chargers by the skate park could be maintained, or two spots with charging stations could be installed at the new city hall along with circuit and conduit for future EV stations for a cost of \$17,000 to \$35,000.
- Air quality assessment
 - For LEED Platinum credit, air quality at the new city hall would need to be tested for high levels of CO₂, VOCs, formaldehyde and other contaminants after construction and furniture installation. The test could be completed for \$30,000.

Mr. Gallagher asked whether there was usage data available for the existing EV chargers by the skate park. Mr. Bredehoeft said the charging stations were metered, so it would be possible to obtain the data.

Mr. Reddell asked whether the city would cover the cost of electricity for the EV charging stations or if users would have to pay. Mr. Bredehoeft said that the existing stations were currently free to use, but that new stations could be installed with “ChargePoint” to accept payment from users.

Mr. Shelton made a motion for staff to keep bicycle facilities in the project plan for the new city hall building, including two bicycle racks but no cover or shower at a cost of \$4,000. Mr. Reddell seconded the motion, which passed 11-0.

Mr. Shelton made a motion for staff to keep EV charging station in the project plan for the new city hall building, with four spots at a cost of \$35,000. The motion was seconded by Mr. Graves.

Several councilmembers stated that they felt the electricity provided through the charging stations should be paid by users rather than the city.

After further discussion, Mr. Reddell made a motion to amend the motion to ensure that the EV charging stations installed at the new city hall would be paid by users. Ms. Selders seconded the motion, which passed 9-2, with Mr. Cole Robinson and Mr. Graves in opposition.

The original motion as amended passed 11-0.

No motion was made for the indoor air quality test.

Discuss possible updates of city ordinances regarding E-scooters and motorized bicycles

Chief McCullough said that a new city ordinance was enacted in April 2025 requiring helmets for juveniles riding motorized scooters or electric-assisted bicycles on public



property in Prairie Village. The police department had focused on education of the ordinance both when contacting youth in the community as well as proactively by incorporating e-scooter safety presentations in the D.A.R.E. program, via social media and other public presentations with community partners.

Despite the helmet ordinance, the police department still received regular communication of concerns from the community regarding the safety of e-scooters and motorized bicycles. Chief McCullough said that the department had continued to research possible updates to the ordinance to assist in promoting safe riding. If updates were made to the ordinance, the department would still work to foster positive interactions with e-scooter users and their parents, and encourage voluntarily compliance.

Chief McCullough gave a presentation on the types of e-bikes and e-scooters that were obtainable, where they could be used, and how other cities had addressed issues with them. He presented the following options for council to consider:

- Helmets required for all juvenile operators (already in place)
- Wording requiring the operator to ride the e-bike/e-scooter with due regard to other pedestrians, vehicles, animals and property in a non-reckless or careless manner
- Limit the number of riders or passengers to what the manufacturer recommended
- Class 3 e-bikes (the most powerful models) only allowed in the roadway, not sidewalks. Chief McCullough noted that the standard traffic ordinance already required riders of Class 3 e-bikes to be 16 years of age.

Chief McCullough also stated that many of the concerns reported to the police department were made from the Village Shops and the Corinth Shops. Because both sites were private property, the police department was limited in what enforcement actions could be taken. He noted that the department was working with property management companies to evaluate updated signage and consider additional courses of action.

Mr. Reddell stated that he was supportive of the proposed options, and added that he had seen children under 16 riding e-bikes that were likely Class 3.

Ms. Selders suggested that an age restriction should be considered, preventing children under 14 from riding e-bikes and e-scooters.

Mr. Nelson made a motion for staff to develop an ordinance with the items recommended by Chief McCullough. Mr. Cole Robinson seconded the motion.

After further discussion, the motion passed 11-0.

ANNOUNCEMENTS

Announcements were included in the council meeting packet.

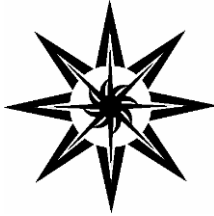


PRAIRIE VILLAGE
KANSAS

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 10:12 p.m.

Adam Geffert
City Clerk



ADMINISTRATION

City Council Date: July 21, 2025

Consent Agenda: Consider an Ordinance approving the Prairie Village Jazz Festival as a Special Event and Authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of Barricaded Public Areas of the Event.

RECOMMENDATION:

Staff recommends that the City Council approve Ordinance 2506 approving the Prairie Village Jazz Festival as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event.

BACKGROUND:

Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibition concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

The JazzFest Committee requests that the City approve the Prairie Village Jazz Festival on Saturday, September 6, 2025 as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

ATTACHMENTS:

Draft Ordinance No. 2506
Map

PREPARED BY:

Meghan Buum
Assistant City Administrator

Date: July 9, 2025

ORDINANCE NO. 2506

AN ORDINANCE APPROVING THE PRAIRIE VILLAGE JAZZ FESTIVAL AS A SPECIAL EVENT AND AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF BARRICADED PUBLIC AREAS AT SUCH EVENT

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, THAT:

Section 1. Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibitions concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

Section 2. In accordance with such authority, the City approves the Prairie Village Jazz Festival as a special event to be held at Harmon Park on September 6, 2025.

Section 3. Authorization is given to barricade the area outlined on the attached Exhibit A during such event. A smaller area may be selected based on the size of the event, but the event boundary may not be expanded.

Section 4. Vendors holding the appropriate license from the State of Kansas to sell alcoholic liquor and cereal malt beverages may, in accordance with all applicable state laws and municipal ordinances, sell alcoholic liquor and cereal malt beverages in the area designated by the Division of Alcoholic Beverage Control within the barricaded area during the event.

Section 5. Event attendees may buy, possess, and consume alcoholic liquor and cereal malt beverages within barricaded area on September 6, 2025.

Section 6. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 21st DAY OF JULY, 2025.

CITY OF PRAIRIE VILLAGE, KANSAS

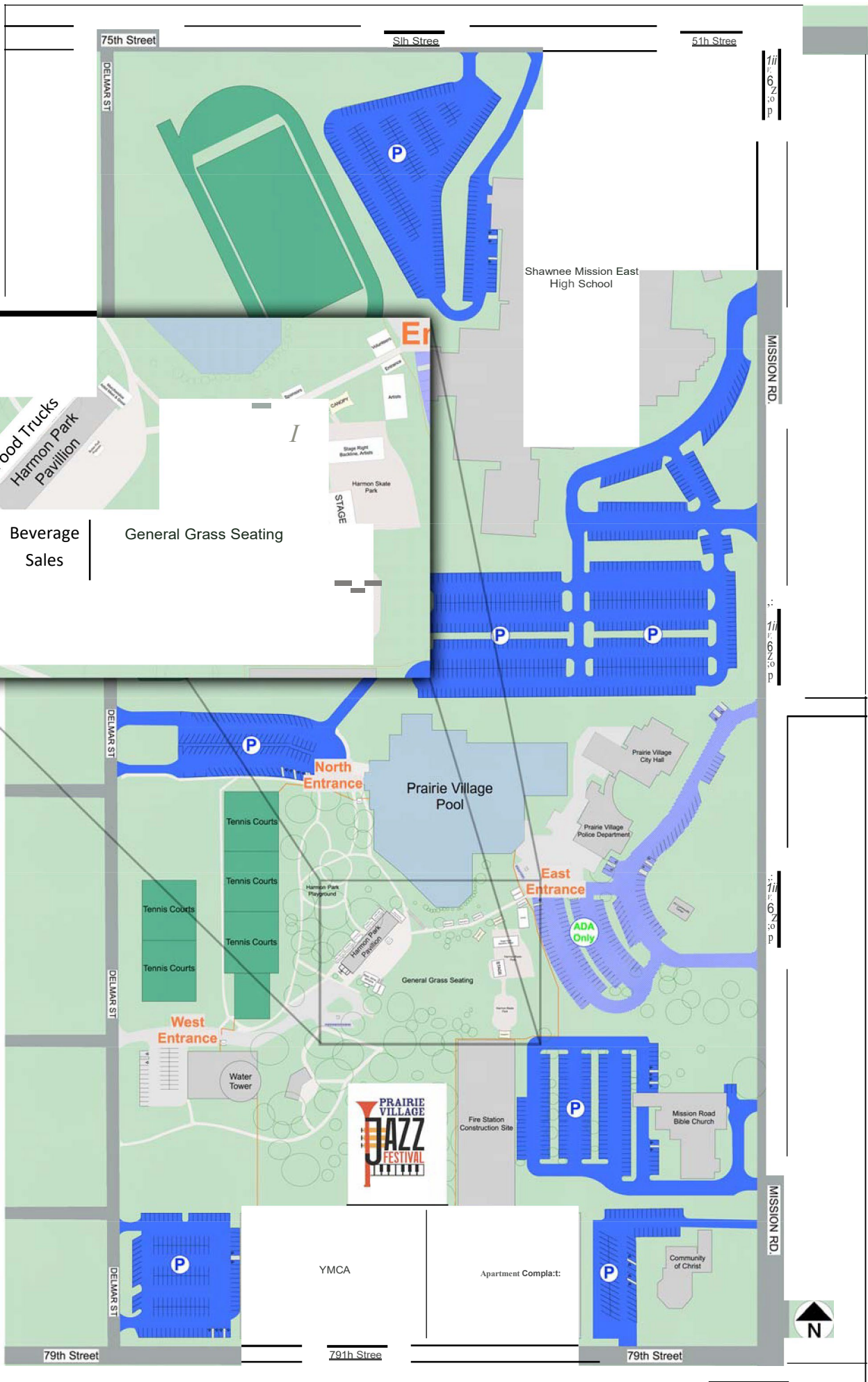
Eric Mikkelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Adam Geffert
City Clerk

Alex Aggen
City Attorney



n Park
ound

Food Trucks
Harmon Park
Pavilion

Beverage
Sales

General Grass Seating

I

STAGE

Harmon Skate
Park

Stage Right
Building, Artists

Entrance

Entrance

Prairie Village
Pool

Prairie Village
City Hall

Prairie Village
Police Department

Tennis Courts

Tennis Courts

Tennis Courts

Tennis Courts

West
Entrance

Water
Tower

General Grass Seating

East
Entrance

ADA
Only



Fire Station
Construction Site

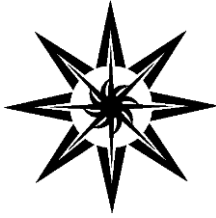
Mission Road
Bible Church

YMCA

Apartment Complex:

Community
of Christ





ADMINISTRATION
Meeting Date: July 21, 2025

Consent Agenda: Consider request for Alcoholic Beverage Waiver for Harmon Park for the Prairie Village Jazz Festival

RECOMMENDATION:

Recommend the City Council approve an Application for Alcoholic Beverage Waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, September 6, 2025 in conjunction with the Prairie Village Jazz Festival.

BACKGROUND:

Section 12-110 of the City Code generally prohibits the consumption of alcoholic liquor or cereal malt beverages in City parks. By Ordinance 2011, adopted in 2001, the City allows the sale and consumption of alcoholic liquor and/or cereal malt beverages in Harmon Park, for certain City approved functions which are sponsored by the City, as long as the “applicant” obtains prior approval by the governing body, and the State required permit allowing alcoholic beverages to be served at the special event has been obtained. The applicant is required to provide appropriate security measures and comply with local and state laws governing sale and consumption of alcoholic beverages.

The Prairie Village Jazz Festival is scheduled for Saturday, September 6, 2025 on the Municipal Campus and Harmon Park. Food and alcohol will be sold during the hours of the event. The area will be secured. Police will be on the grounds during the event. All persons drinking alcohol will be required to wear a wristband following verification that they are of age to drink. The alcoholic beverages will be served under a permit issued by the State Alcoholic Beverage Control Division to the City of Prairie Village. The waiver is contingent upon the issuance of the temporary permit.

ATTACHMENTS

Application for Alcoholic Beverage Waiver

PREPARED BY

Meghan Buum
Assistant City Administrator

DATE

July 9, 2025



**APPLICATION FOR ALCOHOLIC BEVERAGE
WAIVER FOR HARMON PARK
City of Prairie Village, Kansas**

1. Date/Time Application Filed 07/09/2025

2. Name/Date/Time of the Event PV Jazz Festival, 9/6/2025, 3 p.m. -10:30 p.m.

Section 12-110 of the City Code provides for an exemption to allow the sale and consumption of alcoholic liquor and cereal malt beverage at Harmon Park in conjunction with an approved City function upon approval of the Governing Body.

3. Alcoholic Beverage Provider City of Prairie Village

Address 7700 Mission Road, Prairie Village, KS 66208

Daytime Phone 913-385-4662

Does the Alcoholic Beverage Provider have a License from the State of Kansas to serve alcoholic beverage?

☐	Yes	☒	No
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License #: Applying for temporary permit, number TBD

Registered to do business in the State of Kansas?

☒	Yes	☐	No
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4. Name of Sponsoring
Organization/Applicant: Prairie Village JazzFest Committee

Address: 7700 Mission Road, Prairie Village, KS 66208

Phone: 913-381-6464

What measures will be taken to provide security to insure health & safety during the event?

The grounds will be secured. All persons drinking alcohol will have identification
checked and be given a wristband to be worn. Police Department staff will be on site
throughout the event and Med-Act will be on site.

5. Event Coordinator J.D. Kinney

6. Service Location Harmon Park

7. Total Number of Persons Estimated 3,000

8. Liability Insurance Information – The Alcoholic Beverage Provider and the Applicant shall provide evidence of general liability insurance naming the City as an additional insured as a condition to approval of this Alcoholic Beverage Waiver.
9. Applicant agrees to release, indemnify, hold harmless and defend the City of Prairie Village, Kansas and its' officials and representatives from any claims arising out of the above stated event.



Signature of applicant

JazzFest Committee Chairman

Title

10. The Applicant or the Alcoholic Beverage Provider shall provide evidence of the issuance of a Temporary Permit by the Kansas Department of Revenue, Alcoholic Beverage Control Division, for the event described in this Application as a condition to approval of the Alcoholic Beverage Waiver.

Application for this Alcoholic Beverage Waiver is:

Approved _____ Disapproved _____

Mayor Eric Mikkelson

City Clerk – Adam Geffert

Date

Date

Additional information or requirements set forth by Governing Body as a provision for approval of this permit.



POLICE DEPARTMENT

Council Meeting Date: July 21, 2025

CONSENT AGENDA: **Consider the school crossing guard contract renewal with All City Management Services (ACMS) INC.**

RECOMMENDATION

Staff recommends approval of the contract with ACMS Inc. for the 2025-2026 school year.

COUNCIL ACTION REQUESTED ON: July 21, 2025

BACKGROUND

The Police Department has utilized a private company to provide school crossing guard services since 2014. The City has contracted with ACMS since the 2017-2018 school year. The proposed contract includes coverage for the 2025-2026 school year. ACMS implemented an hourly cost increase over the previous contract. The hourly rate for the 2024-2025 school year was \$31.49 per hour. The proposed agreement includes an increase to \$33.39 per hour for the 2025-2026 school year. ACMS advised that the hourly increase would provide a wage increase for their employees as well as offset cost increases in most segments of their business. The city was aware of the projected increase and budgeted for the increase in the proposed 2026 budget.

The contract states that the City will pay the per-hour rate for each crossing guard shift, not to exceed 2 hours per guard per day. This is within the budgeted amount.

FUNDING SOURCE:

01-03-23-6009-000

ATTACHMENTS

Proposed contract with All City Management Services, Inc.

PREPARED BY

Captain Joel Porter
Patrol Division Commander
July 8, 2025



July 1, 2025

Eric McCullough
Chief of Police
City of Prairie Village - Police Department
7710 Mission Road
Prairie Village, KS 66208

Dear Chief McCullough,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2025-2026 school year.

As you may know, hiring challenges have impacted all sectors of the labor market across the nation. Recently the United States Chamber of Commerce has published an article "Understanding America's Labor Shortage", which illustrates how thousands of jobs are published each month and yet a significant number of positions still remain unfilled. Essentially, labor force participations rates have still not returned to pre-COVID levels. This situation leads to heightened competition among businesses as they vie for the limited pool of available talent.

ACMS has experienced these same challenges and in many cases, we've transitioned a significant number of employees from an older, primarily stable workforce to a younger mobile workforce. This new segment of our employees are more sensitive to current cost-of-living increases and are looking for higher wages and more hours. They often accept our position and work for days, sometimes weeks and if we're lucky months then abruptly leave when they find higher pay.

For these reasons, as well as cost increases in most segments of our business, we must appeal for an increase in our hourly rate for the upcoming 2025-2026 school year. To facilitate the calculation of the 2025-2026 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

We remain committed to providing a safe, cost-effective and professional School Crossing Guard Program and we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell

Baron Farwell,
General Manager

All City Management Services Inc.

Client Worksheet 2025 - 2026

Department: 2500901

Billing Rate for 2025 - 2026: \$ 33.39

City of Prairie Village
7710 Mission Road
Prairie Village, KS 66208

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		16		180		\$33.39	=	\$96,163.20
8	Sites at 2.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS 2880 TOTAL ANNUAL PROJECTED COST \$96,163.20



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July 1, 2025 and is between the CITY OF PRAIRIE VILLAGE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2025 and ends on June 30, 2026 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Prairie Village.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-three Dollars and Thirty-nine Cents (**\$33.39**) per hour, per Crossing Guard during the term. Based on a minimum of eight (8) sites the Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (2,880) hours of service the cost shall not exceed Ninety-six Thousand, One Hundred Sixty-three Dollars, and Twenty Cents (\$96,163.20) for the 2025-2026 school year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. The Consultant agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
19. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Prairie Village

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____



POLICE DEPARTMENT

Council Meeting Date: July 21st, 2025

CONSENT AGENDA:

PURCHASE REQUEST OF POLICE VEHICLE

RECOMMENDATION

Staff recommends the purchase of one (1) 2025 Toyota RAV4 XLE Hybrid for \$38,182.00.

COUNCIL ACTION REQUESTED ON: July 21st, 2025

BACKGROUND

On an annual basis, the Police Department replaces older vehicles due to age, mileage, and/or maintenance issues. The Toyota RAV4 will be helpful to the Department as an unmarked investigation vehicle. This vehicle purchase will replace a 2017 Nissan Altima, which will be sold at auction after the purchase.

The Department obtained bids for the Toyota RAV4 from Olathe Toyota, Hendrick Toyota of Merriam, and Legends Toyota. Olathe Toyota was the lowest bidder at \$38,182.00. The Department is seeking authorization to purchase this vehicle for the Investigations Division at a total cost of \$38,182.00.

During the 2025 budget process, \$45,000 was allocated for the purchase of this vehicle. This vehicle will be purchased in 2025 and was previously approved by the City Council as part of the 2025 Public Safety Budget.

FUNDING SOURCE

01-03-26-8006-000 - \$38,182.00

PREPARED BY

Captain Adam Taylor
Investigations Division Commander
July 14th, 2025



685 North Rawhide Olathe KS 66061

Date 7/14/2025

Salesperson

Name ADAM TAYLOR
Address
City Olathe State KS
County JOHNSON Zip 66061
Home Bus Phone
Cell Phone (913) 385-4610
Email ataylor@pvkansas.com

*Added Equipment:

CASH OPTION	
Total	\$38,182.00
Rebate	\$0.00

RETAIL PAYMENTS			
Cash Payment	\$0.00	\$1,000.00	\$2,000.00
60 Months	\$739.83	\$720.45	\$701.08
Rate	5.990%	5.990%	5.990%
Rebate	\$0.00	\$0.00	\$0.00

* Retail payments are an estimate and may vary among lending institutions. Tax rules may vary per state. The final terms of your loan may differ depending on the actual terms of the financial institutions's acceptance and are negotiable. Retail Net Sales Price is based on 0 down payment.

☒ New	☐ Demo	☐ Rental Unit	☐ Used
Year 2025	Make TOYOTA	Stock T35015	
Model RAV4	Body 4D WAGON HYBRID XLE (444...		
Color	Top	Trim	
VIN JTMRWRFV7SJ072579	Miles 0		

TRADE IN (1)	
Year	Make
Model	
VIN	
Miles	
Stock	
TRADE IN (2)	
Year	Make
Model	
VIN	
Miles	
Stock	
Allowance	
Cash Due	\$0.00
Deposit	\$0.00
TOTAL CREDITS	\$0.00

PURCHASE	
Market Value	\$37,779.00
Price	\$37,779.00
Added Equip*	\$0.00
Admin Fee	\$399.50
SUBTOTAL	\$38,178.50
Sales Tax	\$0.00
Lien Fee	\$2.50
Tire Tax	\$1.00
TOTAL CASH PRICE	\$38,182.00
Total Credits	(\$0.00)
TRADE-IN PAYOFF	\$0.00
BALANCE DUE	\$38,182.00



Date: 7/14/2025
 Salesperson: Randall Torres
 Manager: David Wells

FOR INTERNAL USE ONLY

CUSTOMER: Adam Taylor Home Phone: _____

Address: _____, _____ Work Phone: _____

E-Mail: ATaylor@PVKansas.com Cell Phone: (913) 385-4610

VEHICLE

Stock #: TAYLOR INB 4444 New / Used: **New** VIN: 4T3RWRFFV4SU331727 Mileage: 0

Vehicle: 2025 Toyota RAV4 Hybrid Color: _____

Type: XLE (CVT) 4dr All-Wheel Drive

Body Size: _____ Style: _____ Weight: 0 Unit Class: _____

MSRP	36,597.00
Lumar Hood Lip Only	299.00
Lumar Protection Mirrors	299.00
Tinted Glass 2 Windows	499.00
Total Purchase	37,694.00
Administration Charge	699.00
Tire Tax	1.00
Cash Deposit	.00
Balance	38,394.00

This offer is based on incentives, rates and other conditions that may expire at any time without notice. All offers are subject to vehicle availability, lender's credit approval and lender's other requirements.



Adam Taylor

ATAYLOR@PVKANSAS.COM

Stock #

2025 Toyota RAV4 Hybrid, Body Type:

VIN:JTMRWRFV1SJ074022

Purchase (Monthly)

	60 Mo	72 Mo
	5.99% APR	6.99% APR
\$0	\$816	\$720
\$1,500	\$787	\$694
\$3,000	\$758	\$668

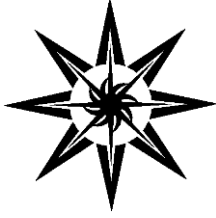
MSRP/Retail	\$38,584.00
Selling Price	\$38,584.00
Total Taxes	\$3,520.79
Amount Financed	\$42,104.79

Customer Signature

Date

Manager Signature

Date
Subject to approved credit



POLICE DEPARTMENT

Council Committee Meeting Date: July 7th, 2025

Council Meeting Date: July 21st, 2025

COU2025-32

Consider staff recommended changes to ordinances regarding the operation of e-bikes and e-scooters within the City

BACKGROUND

The Police Department has continued to receive safety concerns regarding e-bike and e-scooter use from residents, department members, and the City Council. The department has implemented a multi-faceted approach of education, public messaging, and enforcement in response.

These efforts include safety presentations incorporated into the D.A.R.E. program. Public messaging has utilized City, Police Department, and Shawnee Mission School District social media channels, as well as articles in the *Village Voice*. Existing traffic and city ordinances are enforced as needed. While there have been a few crashes in the city, thankfully, none have resulted in serious injuries.

To further promote safe e-bike and e-scooter practices, particularly among young riders, and prevent future incidents, the department recommends changes to our ordinance. These ordinances would provide guidelines for the safe operation of e-bikes and e-scooters within the city.

During the July 7th Council meeting, the council unanimously agreed with the Department's recommendations to implement the following:

1. Keep the existing helmet requirement for juveniles
2. Reiterate that Class 3 e-bikes are only for use by those 16 yoa or older and are only allowed on the roadway.
3. Adding provisions prohibiting reckless or careless operation, and riders must ride with due regard for the safety of others.
4. Language that allows the devices to be used only by the number of riders for which the device is made.

The Department recommends adoption of the attached ordinance. If updates are made to the ordinance, the Department still intends to use the ordinance to foster positive interactions with the e-bike and e-scooter users and their parents and will encourage voluntary compliance.

PREPARED BY

Eric McCullough

Chief of Police

Date: July 16, 2025

ATTACHMENTS:

Draft Ordinance

Council Presentation

ORDINANCE NO. 2507

AN ORDINANCE REGARDING TRAFFIC LAWS FOR ELECTRIC-ASSISTED BICYCLES AND SCOOTERS, ADDING NEW SECTIONS 11-225 AND 11-226 TO CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC, ARTICLE 2 (LOCAL REGULATIONS)), OF THE CODE OF THE CITY OF PRAIRIE VILLAGE.

WHEREAS, the City Council desires to promote safety for electric-assisted bicycles and scooters, as well as for pedestrians and vehicle drivers in Prairie Village; and

WHEREAS, the City Council has considered the presence, benefits, and concerns regarding the use of electric-assisted bicycles and scooters within the City, and has after consideration of the issues decided to identify how traffic laws apply to electric-assisted bicycles and scooters; and

WHEREAS, the City desires to increase safety by prohibiting careless, reckless, and negligent operation of electric-assisted bicycles and scooters.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, THAT:

Section 1. Section 11-225 and 11-226 will be added to the Prairie Village Municipal Code, to state in their entirety as follows:

11-225 – ELECTRIC-ASSISTED BICYCLES, TRAFFIC LAW APPLICATION.

Section 135 of the Standard Traffic Ordinance incorporated in Section 11-601 shall be amended to read as follows:

Sec. 135. Electric-Assisted Bicycles, Traffic Law Application.

- (a) Except as specifically provided, an electric-assisted bicycle or a rider of an electric-assisted bicycle shall be afforded all the rights and privileges, and be subject to all of the duties of a bicycle or the rider of a bicycle. An electric-assisted bicycle is a vehicle to the same extent as a bicycle.
- (b) An electric-assisted bicycle or a person riding an electric-assisted bicycle shall not be required to maintain: (1) Vehicle liability insurance coverage; (2) a driver's license; (3) registration in accordance with article 1 of chapter 8 of the Kansas Statutes Annotated, and amendments thereto; (4) a certificate of title; or (5) a license plate. An electric-assisted bicycle shall not be considered a motor vehicle.
- (c) On and after January 1, 2023, manufacturers and distributors of electric-assisted bicycles shall apply a label that is permanently affixed, in a prominent location, to each electric-assisted bicycle. The label shall contain the classification number, top assisted speed and motor wattage of the electric-assisted bicycle and shall be printed so as to be easily read.
- (d) A person shall not tamper with or modify an electric-assisted bicycle in a manner that changes the motor-powered speed capability or engagement of an electric-assisted bicycle, unless the label indicating the classification required in subsection (c) is replaced after modification to reflect the change.
- (e) An electric-assisted bicycle shall comply with the equipment and manufacturing requirements adopted by the United States consumer product safety commission, 16

C.F.R. part 1512.

- (f) An electric-assisted bicycle may be ridden in places where bicycles are allowed, including, but not limited to, streets, highways, roadways, bicycle lanes, bicycle or multi-use paths, trails or trail networks. This Subsection (f) shall not apply to a trail that is specifically designated as nonmotorized and that has a natural surface tread that is made by clearing and grading the native soil with no added surfacing materials.
- (g) No person under 16 years of age may operate a class 3 electric-assisted bicycle. A person under 16 years of age may ride as a passenger on a class 3 electric-assisted bicycle that is designed to accommodate passengers.
- (h) Class 3 electric-assisted bicycles may only be operated on streets (including bicycle lanes), highways, or roadways; class 3 electric-assisted bicycles may not be operated on sidewalks, paths, trails, or trail networks.
- (i) Operators of electric-assisted bicycles, regardless of where they are operated within this city:
 - (1) must yield the right of way to any pedestrian, and shall give an audible signal before overtaking and passing any pedestrian;
 - (2) must not engage in any activity that interferes with the operator's ability to give full attention and remain alert to the safe operation of the device;
 - (3) must not operate the device in a careless, reckless or negligent manner that may endanger persons or property; and
 - (4) shall be operated with due regard to conditions then existing, including, but not limited to, fixed or moving objects, parked or moving vehicles, parked or moving bicycles, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue along a route of travel.
- (j) The number of persons allowed on an electric-assisted bicycle shall not exceed the number for which it is designed to carry, as identified by the manufacturer.
- (k) The provisions of this section shall not prohibit the operation of any authorized electric-assisted bicycle in the course of authorized duties within the City by a fire department, law enforcement, parks department, or public works department employee. The operation of an electric-assisted bicycle is authorized within the City on private property with the consent of the property owner.

11-225 – ELECTRIC-ASSISTED SCOOTERS, TRAFFIC LAW APPLICATION.

Section 135.1 of the Standard Traffic Ordinance incorporated in Section 14-101 of this article shall be amended to read as follows:

Sec. 135.1. Electric-Assisted Scooters, Traffic Law Application

- (a) It shall be unlawful for any person to operate an electric-assisted scooter or electric unicycle on any interstate highway, federal highway or state highway, except for crossing a state highway as necessary.
- (b) Notwithstanding the provisions of subsection (a), traffic regulations applicable to bicycles, Sections 127 to 133, inclusive, shall be applicable to operators of electric-assisted scooters and electric unicycles.
- (c) Operators of electric-assisted scooters and electric unicycles, regardless of where they are operated within this city:
 - (1) must yield the right of way to any pedestrian, and shall give an audible signal before overtaking and passing any pedestrian;
 - (2) must not engage in any activity that interferes with the operator's ability to give full attention and remain alert to the safe operation of the device;

- (3) must not operate the device in a careless, reckless or negligent manner that may endanger persons or property; and
- (4) shall be operated with due regard to conditions then existing, including, but not limited to, fixed or moving objects, parked or moving vehicles, parked or moving bicycles, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue along a route of travel.
- (d) The number of persons allowed on an electric-assisted scooter shall not exceed the number for which it is designed to carry, as identified by the manufacturer.
- (e) The provisions of this section shall not prohibit the operation of any authorized electric-assisted scooter in the course of authorized duties within the City by a fire department, law enforcement, parks department, or public works department employee. The operation of an electric-assisted scooter or electric unicycle is authorized within the City on private property with the consent of the property owner.

Section 2. This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

PASSED AND ADOPTED BY THE GOVERNING BODY THIS ____ DAY OF _____, 2025.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelsen, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

Alex Aggen, City Attorney

E-Bikes & E-Scooters

Prairie Village Police Department

Problem

- Calls for Service involving E-Bike/Scooters
 - 2021 – 8
 - 2022 – 8
 - 2023 – 9
 - 2024 – 18
 - 2025 – 63
- Accidents involving Bikes/Pedestrians
 - 2021 – 6
 - 2022 – 9
 - 2023 – 6
 - 2024 – 6
 - 2025 - 1

Electric-Assisted Bicycle

- A bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor. The electric-assisted bicycle's electric motor must have a power output of no more than 750 watts, be incapable of propelling the device at a speed of more than 20 miles per hour on level ground and incapable of further increasing the speed of the device when human power alone is used to propel the device beyond 28 miles per hour. (K.S.A. 8-1489)

Types of E-Bikes (Electric Assisted Bicycle)

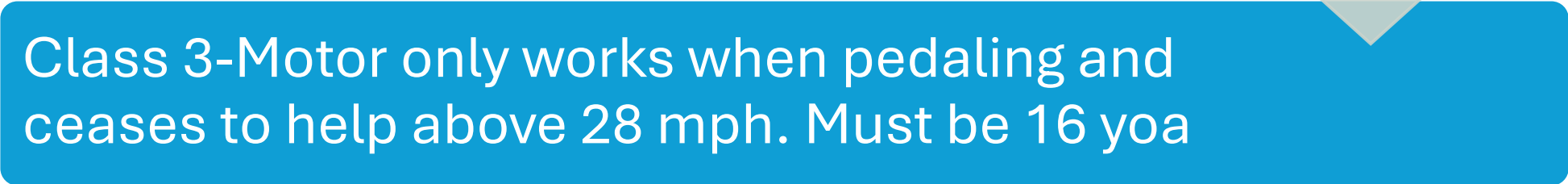
Class 1-Limited to top speed of 20 mph. Motor only works when pedaling.

An orange rectangular box with rounded corners containing text. A light orange arrow points downwards from the bottom right corner of the box.

Class 2-Limited to top speed of 20 mph. Throttle will work when not pedaling up to 20 mph.

A green rectangular box with rounded corners containing text. A light green arrow points downwards from the bottom right corner of the box.

Class 3-Motor only works when pedaling and ceases to help above 28 mph. Must be 16 yoa

A blue rectangular box with rounded corners containing text. A light blue arrow points downwards from the bottom right corner of the box.

Electric –Assisted Scooter

- Every self-propelled vehicle that has at least two wheels in contact with the ground, an electric motor, handlebars, a brake and a deck that is designed to be stood upon when riding. (K.S.A. 8-126(g))

Motorized Bicycle

- Every device other than an electric assisted bicycle having two tandem wheels or three wheels which may be propelled by either human power or helper motor, or by both, and which has: (a) a motor which produces not more than 3.5 brake horsepower; (b) a cylinder capacity of not more than 130 cubic centimeters; (c) an automatic transmission; and (d) the capability of a maximum design speed of no more than 30 miles per hour except at a low power cycle. (K.S.A. 8-1439a) Requires a DL

E-Bikes

Rights and privileges are the same extent as a bicycle and may be ridden where bicycles are allowed.



No DL, insurance or registration required.

E-Bikes



- Examples of Class 1 & Class 2 bikes



E-Bikes

Examples of Class 3 (any vehicle with a design speed greater than 30 mph is classified as a motorcycle)

E-Scooters (Electric-Assisted Scooter)



RIGHTS AND PRIVILEGES ARE
THE SAME AS A BICYCLE



HELMETS REQUIRED FOR
RIDERS UNDER 18 YEARS OLD.



NO DL, INSURANCE OR
REGISTRATION REQUIRED

E-Scooters



- Examples of E-Scooters (note: the example on the right is sold as off-road and has speeds up to 36 mph)

What are other cities ordinances? Leawood

14-112E

ELECTRIC-ASSISTED BICYCLES, TRAFFIC LAW APPLICATION. Section 135 of the Standard Traffic Ordinance incorporated in Section 14-101 of this article shall be amended to read as follows:

Sec. 135. Electric-Assisted Bicycles, Traffic Law Application.

- (a) Except as specifically provided, an electric-assisted bicycle or a rider of an electric-assisted bicycle shall be afforded all the rights and privileges, and be subject to all of the duties, of a bicycle or the rider of a bicycle. An electric-assisted bicycle is a vehicle to the same extent as a bicycle.
- (b) An electric-assisted bicycle or a person riding an electric-assisted bicycle shall not be required to maintain: (1) Vehicle liability insurance coverage; (2) a driver's license; (3) registration in accordance with article 1 of chapter 8 of the Kansas Statutes Annotated, and amendments thereto; (4) a certificate of title; or (5) a license plate. An electric-assisted bicycle shall not be considered a motor vehicle.
- (c) On and after January 1, 2023, manufacturers and distributors of electric-assisted bicycles shall apply a label that is permanently affixed, in a prominent location, to each electric-assisted bicycle. The label shall contain the classification number, top assisted speed and motor wattage of the electric-assisted bicycle and shall be printed in Arial font in at least nine-point type.
- (d) A person shall not tamper with or modify an electric-assisted bicycle in a manner that changes the motor-powered speed capability or engagement of an electric-assisted bicycle, unless the label indicating the classification required in subsection (c) is replaced after modification.
- (e) An electric-assisted bicycle shall comply with the equipment and manufacturing requirements adopted by the United States consumer product safety commission, 16 C.F.R. part 1512.
- (f) (1) An electric-assisted bicycle may be ridden in places where bicycles are allowed, including, but not limited to, streets, highways, roadways, bicycle lanes, bicycle or multi-use paths, trails or trail networks. (2) Subsection (f)(1) shall not apply to a trail that is specifically designated as nonmotorized and that has a natural surface tread that is made by clearing and grading the native soil with no added surfacing materials.
- (g) No person under 16 years of age may operate a class 3 electric-assisted bicycle. A person under 16 years of age may ride as a passenger on a

class 3 electric-assisted bicycle that is designed to accommodate passengers.

(h)

Operators of electric-assisted bicycles, regardless of where they are operated within this city: (1) must yield the right of way to any pedestrian, and shall give an audible signal before overtaking and passing any pedestrian; (2) must not engage in any activity that interferes with the operator's ability to give full attention and remain alert to the safe operation of the device; (3) must not operate the device in any manner that indicates a careless or reckless disregard for the safety of persons or property; and (4) shall at all times operate the device with due regard to conditions then existing, including, but not limited to, fixed or moving objects, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue operation.

(i)

The number of persons allowed on an electric-assisted bicycle shall not exceed the number for which it is designed to carry.

(j)

The provisions of this section shall not prohibit the operation of any authorized electric-assisted bicycle in the course of authorized duties within the City by a fire department, law enforcement, parks department, or public works department employee. The operation of an electric-assisted bicycle is authorized within the City on private property with the consent of the property owner.

14-112F

ELECTRIC-ASSISTED SCOOTERS, TRAFFIC LAW APPLICATION. Section 135.1 of the Standard Traffic Ordinance incorporated in Section 14-101 of this article shall be amended to read as follows:

Sec. 135.1. Electric-Assisted Scooters, Traffic Law Application

- (a) It shall be unlawful for any person to operate an electric-assisted scooter or electric unicycle on any interstate highway, federal highway or state highway, except for crossing a state highway as necessary. Notwithstanding the provisions of subsection (a), traffic regulations applicable to bicycles, Sections 127 to 133, inclusive, shall be applicable to operators of electric-assisted scooters and electric unicycles.
- (c) Operators of electric-assisted scooters and electric unicycles, regardless of where they are operated within this city: (1) must yield the right of way to any pedestrian, and shall give an audible signal before overtaking and passing any pedestrian; (2) must not engage in any activity that interferes with the operator's ability to give full attention and remain alert to the safe operation of the device; (3) must not operate the device in any manner that indicates a careless or reckless disregard for the safety of persons or property; and (4) shall at all times operate the device with due regard to conditions then existing, including, but not limited to, fixed or moving objects, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue operation.
- (d) The provisions of this section shall not prohibit the operation of any authorized electric-assisted scooter in the course of authorized duties within the City by a fire department, law enforcement, parks department, or public works department employee. The operation of an electric-

What are other cities ordinances?

Lenexa

Section 135: Electric-Assisted Bicycles.

- A. Except as provided by this Section 135, the traffic regulations applicable to bicycles, sections 127 to 133, and 135.2, inclusive, shall be applicable to electric-assisted bicycles, except tricycles with no break horsepower.
- B. Vehicle registration and driver's license shall not be required for operation of an electric-assisted bicycle.
- C. Electric-assisted bicycles shall not be capable of propelling the device at a speed of more than 20 miles per hour on level ground and incapable of further increasing the speed of the device when human power alone is used to propel the device beyond 20 miles per hour.
- D. Electric-assisted bicycles shall not be operated in a careless, reckless or negligent manner that may endanger persons or property and shall be operated with due regard to conditions then existing, including, but not limited to, fixed or moving objects, parked or moving bicycles, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue along the sidewalk or sidewalk area.
- E. The number of occupants allowed on an electric-assisted bicycle shall be limited to the number for which it is designed or equipped to carry.
- F. The provisions of this section shall not prohibit the operation of any authorized electric-assisted bicycle in the course of authorized duties within the city by a fire department, law enforcement agency, parks department, public works or municipal services department. The operation of an electric-assisted bicycle is authorized within the city on private property with the consent of the property owner.

Section 135.1: Electric-Assisted Scooters.

- A. Except as provided by this Section 135.1, the traffic regulations applicable to bicycles, sections 127 to 133, and 135.2, inclusive, shall be applicable to electric-assisted scooters.
- B. Vehicle registration and driver's license shall not be required for operation of an electric-assisted scooter.
- C. It shall be unlawful for any person to operate an electric-assisted scooter on:
 - 1. Any interstate highway, federal highway, or state highway;
 - 2. Any public or private street with a speed limit more than 25 miles per hour; and
 - 3. Public parks.
- D. Electric-assisted scooters may be operated on any public highway, street, or road if the speed limit on such road is 25 miles per hour or less;
- E. Electric-assisted scooters shall not be capable of propelling the device at a speed of more than 15 miles per hour on level ground.
- F. Electric-assisted scooters shall not be operated in a careless, reckless or negligent manner that may endanger persons or property and shall be operated with due regard to conditions then existing, including, but not limited to, fixed or moving objects, parked or moving bicycles, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue along the sidewalk or sidewalk area.
- G. The number of occupants allowed on an electric-assisted scooter shall be limited to the number for which it is designed or equipped to carry.
- H. The provisions of this section shall not prohibit an electric-assisted scooter from crossing a federal or state highway or a public highway, street, or road with a posted speed limit greater than 25 miles per hour.
- I. The provisions of this section shall not prohibit the operation of any authorized electric-assisted scooter in the course of authorized duties within the city by a fire department, law enforcement agency, parks department, public works or municipal services department. The operation of an electric-assisted scooter is authorized within the city on private property with the consent of the property owner.

What are other cities ordinances? Mission Hills

B. *Operating Requirements.*

1. All minors, including non-operators, on electric-assisted bicycles, electric-assisted scooters, motorized bicycles and motorized skateboards within the City are required to wear a secured helmet while riding.
2. Electric-assisted bicycles, electric-assisted scooters, motorized bicycles and motorized skateboards shall not be used to carry more persons at one time than the number for which it is designed and equipped.

2

19369.0004/10449085.7

3. Electric-assisted bicycles and motorized bicycles shall not be operated on sidewalks within the City.

C. *Warnings and Fines.* Violations of this Section 3-208 will result in a warning for a first offense, which warning shall be logged and tracked by the City's police department. Subsequent violations will result in a fine of Fifty Dollars (\$50).

D. *Exemptions.* The helmet requirement for minors in Section 3-208.B.1 above does not apply to minors on electric-assisted bicycles, electric-assisted scooters, motorized bicycles or motorized skateboards on private property where the owner has explicitly allowed for such use without a helmet requirement.

Enforcement - Statutes to Consider?

Parties to a Violation (STO 202, K.S.A. 8-2101)

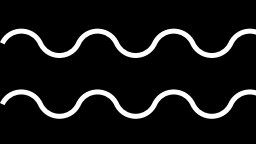
Every person who commits, attempts to commit, conspires to commit, or aids and abets in the commission of, any act declared to be unlawful, whether individually or in connection with one or more other persons or as a principal, agent or accessory, shall be guilty of such offense, and every person who falsely, fraudulently, forcibly, or willfully induces, causes, coerces, requires, permits or directs another to violate any provision of this ordinance is likewise guilty of such offense.

Enforcement – Statutes to Consider

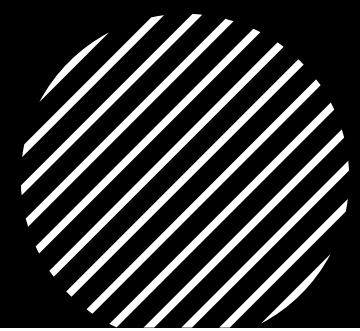
- Endangering A Child
 - Endangering a child is knowingly and unreasonably causing or permitting a child under the age of 18 years to be placed in a situation in which the child's life, body or health may be endangered.
- Article 15 Sections 127 – 136
 - Bicycle regulations apply to E-scooters and E-bikes

Enforcement

TYPE OF VEHICLE	STREET LEGAL	REGISTRATION REQUIRED	INSURANCE REQUIRED	LICENSE REQUIRED	LIGHTS REQUIRED	SEATBELTS & HELMET REQUIRED
All-terrain vehicle	County & township roads, and within cities if authorized; May cross a highway KSA 8-15,100	No KSA 8-128	No KSA 40-3105	Yes	Sunset/sunrise	No
Autocycle ("Slingshot")	Yes	Yes	Yes	Yes Class C only KSA 8-234b	Sunset/sunrise	Seatbelts same as passenger car; No helmet
Electric personal assistive mobility device ("Segway" or "Hoverboard")	If a sidewalk is available, pedestrians cannot use the street KSA 8-1537	No	No	No	No	No
Electric-assisted bicycle	Yes	No KSA 8-1592b	No	No KSA 8-1592b	Sunset/sunrise KSA 8-1592	No
Electric-assisted scooter ("Bird" or "Lime")	Yes; same as bicycle; May cross highway KSA 8-15,113	No	No	No	No KSA 8-1405 & 8-1592	No
Golf cart	Only in cities when authorized; Roadways posted 30 mph or less; May cross a highway KSA 8-15,108	No KSA 8-128	No KSA 40-3105	Yes	Sunset/sunrise; Also requires slow moving vehicle emblem KSA 8-1717	If originally equipped
Lightweight roadable vehicle	Yes	Yes	Yes	Yes	Yes	Yes
Low-speed vehicle (Street legal golf cart)	Roadways posted 40 mph or less KSA 8-15,101	Yes	Yes	Yes	Yes	Yes
Micro utility truck	Only in cities when authorized; May cross a highway KSA 8-15,106	No KSA 8-128	No KSA 40-3105	Yes	Yes; Same as Chapter 8, Article 17 for all cars/trucks	If originally equipped
Motor-driven cycle	Yes KSA 8-1562	Yes	Yes	Yes Class M	Yes; Chapter 8, Article 17 & 18	No
Motorcycle	Yes	Yes	Yes	Yes Class M	Yes; Chapter 8, Article 17 & 18	Helmet < 18; Eye protection KSA 8-1598
Motorized bicycle (moped)	Yes	Yes	No KSA 40-3103(m)	Yes	Sunset/sunrise	Helmet < 18; Eye protection KSA 8-1598
Recreational off-highway vehicle	No KSA 8-126(hh)	No	No KSA 40-3105	Yes	No Not street legal	No
Special mobile equipment	May be incidentally operated	No KSA 8-128	No KSA 40-3105	Yes KSA 8-1437, 8-235	No KSA 8-1701(c)	No
Work-site utility vehicle (UTV)	County & township roads, and within cities if authorized KSA 8-15,109	No KSA 8-128	No KSA 40-3105	Yes	Sunset/sunrise	If originally equipped



What is the PVPD's response?



01

The Prairie Village Police Department is considering and utilizing a number of approaches to e-bike and e-scooter safety and complaints.

02

These include an e-bike safety event this summer at IHCC, education and information at Village Fest and incorporating safety and education into the schools through the DARE and SRO programs.

03

PVPD officers respond to complaints and take a proactive approach toward unsafe and sometimes illegal behavior by riders.

What is PVPD's response?

The Police Department continues to receive numerous complaints on juvenile e-bike and e-scooters at PV Mall and the Corinth Shops



It is important to consider that while the Police Department makes the safety of all citizens a top priority, these shopping areas are private property and the PVPD may have little ability to take official action



The Police Department is working closely with property management companies to evaluate updated signage and a further course of action to mitigate these complaints

Ordinance Options to Discuss

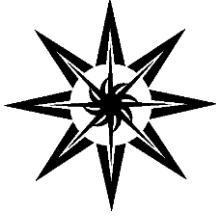
After careful research and collaboration with neighboring agencies and the public the following options are presented for consideration in an updated ordinance:

Helmets required for all juvenile operators (already in place)

Wording requiring the operator to ride the e-bike/e-scooter with due regard to other pedestrians, vehicles, animals and property in a non reckless or careless manner

Limit the amount of riders or passengers to what the manufacturer recommends

Class 3 E-Bikes only allowed in the roadway



POLICE DEPARTMENT

Council Committee Meeting Date: July 21st, 2025

Council Meeting Date: August 4th, 2025

COU2025-33

Discuss proposed purchase of Drone as First Responder (DFR) equipment and program

BACKGROUND

The Police Department proposes implementing a Drone as First Responder (DFR) program to enhance public safety and operational efficiency. This technology provides critical situational awareness for police and fire personnel, improves response times, and enhances officer safety.

The total first-year cost for hardware, software, and training is \$54,000. The City of Mission Hills has formally agreed to fund 50% of this cost, contributing \$27,000. The Police Department recommends funding the remaining \$27,000 from its existing equipment reserve budget. The department is also pursuing additional regional partnerships to share the costs in subsequent years.

Program Benefits

The DFR program enhances the Police Department's existing drone capabilities by allowing for the rapid dispatch of a drone to a call for service, often arriving before personnel. This provides responding officers with real-time intelligence, which is crucial for de-escalation and safety. An officer is not required to operate the drone at the scene, freeing them up for other critical tasks.

Key benefits of the DFR program include:

- **Improved Officer Safety:** Allows officers to assess a situation remotely before arriving.
- **Enhanced Situational Awareness:** Provides an aerial perspective for both police and fire operations.
- **Improved Response Times:** Drones can often arrive on-scene faster than ground units.
- **Increased Efficiency:** Can help clear certain calls for service where a physical officer may not be needed.

Additional uses are outlined in the attached presentation. The Lenexa Police Department started a DFR pilot program this spring and has shared their results in the attached presentation. The City of Lenexa has since added six more DFR locations after the success of their pilot program.

DFR programs represent a modern, cost-effective alternative to traditional aviation units, making aerial support accessible to departments of all sizes.

Potential Regional Partnership

To maximize the program's utility and reduce costs, the Police Department has secured a partnership with the City of Mission Hills, which has approved funding for 50% (\$27,000) of the first-year costs.

Discussions have also been held with Consolidated Fire District No. 2 (CFD 2) and other Northeast police agencies about utilizing the DFR as a regional asset. Should these agencies join the program after implementation, the city's future costs will be further reduced.

Fiscal Impact

The Police Department received demonstrations and quotes from three vendors. Paladin was selected as the preferred vendor based on their technology and service offerings.

- **Total First-Year Cost:** \$54,000 (includes hardware, installation, software, training, and FAA waiver assistance).
- **City of Mission Hills Contribution:** (\$27,000).
- **Net City Cost (Year 1):** \$27,000.
- **Funding Source:** Police Department Equipment Reserve Fund.
- **Annual Renewal Cost (Subsequent Years):** \$37,000. The department will actively pursue cost-sharing agreements to reduce this amount.

The Department recommends discussing the DFR program and bringing it forward for potential action at the next council meeting.

PREPARED BY:

Eric McCullough

Chief of Police

Date: July 16, 2025

ATTACHMENTS:

Paladin Contract

DFR Presentation

PALADIN ORDER FORM

1. **Parties:** This Agreement (“**Agreement**”) is entered into on **06/30/2025** (“**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 **City of Prairie Village, KS**, with an address of **7710 Mission Rd, Prairie Village, KS 66208** (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: 06/30/2025	Billing Frequency: Annually
Final Term End Date: 06/30/2026	Payment Terms: Net 30 days
Pricing Package: Base-DFR Package	Price: See Exhibit A

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

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

FORTH IN THE TERMS & CONDITIONS.

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

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

(Signature page follows)

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

PALADIN DRONES INC.

By:

Name: Divy Shrivastava

Title: CEO

CITY OF PRAIRIE VILLAGE, KS

By:

Name:

Title:

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

Exhibit A
PALADIN QUOTE

[See attached.]

Prairie Vlg Police Dept, KS

Prairie Vlg Police Dept, KS

7710 Mission Rd
Prairie Village, KS 66208
US

Eric McCullough

emccullough@pvkansas.com
+19133854608

Reference: 20250529-145238725

Quote created: May 29, 2025

Quote expires: August 27, 2025

Quote created by: Ian Baques

Account Executive

ian.baques@paladindrone.io

+13175175719

Comments from Ian Baques

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a one (1) year term with the option to renew for two (2) additional twelve (12) month terms.

Products & Services

Item & Description	Quantity	Unit Price	Total
Base DFR Package The Base DFR Package is an all-inclusive base annual sub- scription fee which includes: • One (1) EXT Module, connectivity for one (1) drone (sold separately) to Watchtower Software • One (1) Dock Integration, connectivity for one (1) dock- ing station to Watchtower Software at any time (OPTIONAL) • One (1) ADS-B Receiver system • FAA and BVLOS (ADS-B Waiver) Compliance review, set- up, and renewal • Delivery, implementation, training, customer support • Unlimited users and data storage • Annual battery replacements This Package also provides access to Paladin's dealer dis- counted One-Time Purchases on equipment. This system is compatible with the Paladin Drop Mechanism with select drones.	1	\$37,000.00 / year	\$37,000.00 / year for 1 year
DJI Dock 3 Set (+M4TD) DJI Dock 3 Set which includes: • DJI M4TD (x1) • DJI Dock 3 (x1) • Matrice 4 Batteries (x4) • RC Plus Controller (x1) • 240 Watt Charging Hub (x1) • Drone Carrying Case (x1) • Replacement Propellers (x4)	1	\$24,000.00	\$17,000.00 after \$7,000.00 discount
Annual subtotal			\$37,000.00
One-time subtotal			\$17,000.00 after \$7,000.00 discount
Total			\$54,000.00

Purchase terms

Questions? Contact me



Ian Baques

Account Executive

ian.baques@paladindrone.io

+13175175719

Paladin Drones, Inc.

10200 Richmond Ave

STE 272

Houston, Texas 77042

United States

Exhibit B
PALADIN Terms and Conditions

[See attached.]

EXHIBIT B

Paladin Terms and Conditions

PALADIN'S GENERAL TERMS & CONDITIONS

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

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

1. Definitions and Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Governing State" means the State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Watchtower Products" means the Watchtower Software.

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

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

2. Access and Use.

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

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

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

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

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

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

elements, and any unauthorized use.

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

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

(2) Paladin reasonably determines that:

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

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

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

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

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

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

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

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

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

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

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

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

Paladin's training shall consist of: :

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

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

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

4. Fees and Payment.

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

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

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

5. **Equipment Provided to Customer**

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

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

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

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

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

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

6. Loss And Damage Of Equipment

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

7. Confidential Information

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

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

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

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

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

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

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

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

8. Intellectual Property

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

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

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

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

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

9. Warranties & Disclaimers.

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

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

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

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

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

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

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

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

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

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

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

10. LIMITATION ON LIABILITY

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

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

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

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

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

11. Indemnification.

a. Paladin Indemnification.

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

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

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

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

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

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

c. Customer Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. IF:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. **Watchtower Software License.**

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

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

30. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit C
Additional Terms and Conditions



PV/MH DFR

PV/MH Drone as First Responder



PUBLIC SAFETY USES

PVPD

- Missing/endangered party searches
- Criminal suspect apprehension
- Deployment of appropriate resources
- Response to in progress crimes
- Traffic incident management
- Review of high traffic crash areas (automated at set time each day to collect data)
- Situational awareness when responding to calls for service
- Reconnaissance on tactical missions
- In progress tactical operations
- Hostage situations
- Documentation of crime scenes
- Documentation of crash scenes
- Pre scouting City events
- Security/Overwatch during City Events
- Large scale public disturbances
- Active shooter situations
- Mass casualty events
 - Scene analysis
 - Communication via loudspeaker
- Mapping of critical infrastructure
- Observation of vehicles that run from Police

Pre-Incident response:

- Monitor road closures and construction projects
- Monitor and document building construction projects (training)
- Pre-fire planning
- Festival site mapping and surveillance

Incident response:

- All fire incident types (structure, trash, grass, car, etc.)
- All highway incidents (location, access, and congestion)
- Automatic fire alarms
- Building collapse (including MVC vs. building)
- Outdoor incidents/rescues (trench, high angle, water, ice, missing persons, park & trail, etc.)
- MVCs
- Hazardous materials release
- Hostile event
- Train derailment

Post Incident response:

- Disaster damage assessment
- Fire watch (send back to scene to examine for hot spots/rekindle)
- Fire investigations
- Post incident analysis



LENEXA PD PILOT PROGRAM



2025-04-11 00:45:54 -0500
AXON FLEET 3 F X685L2DVR

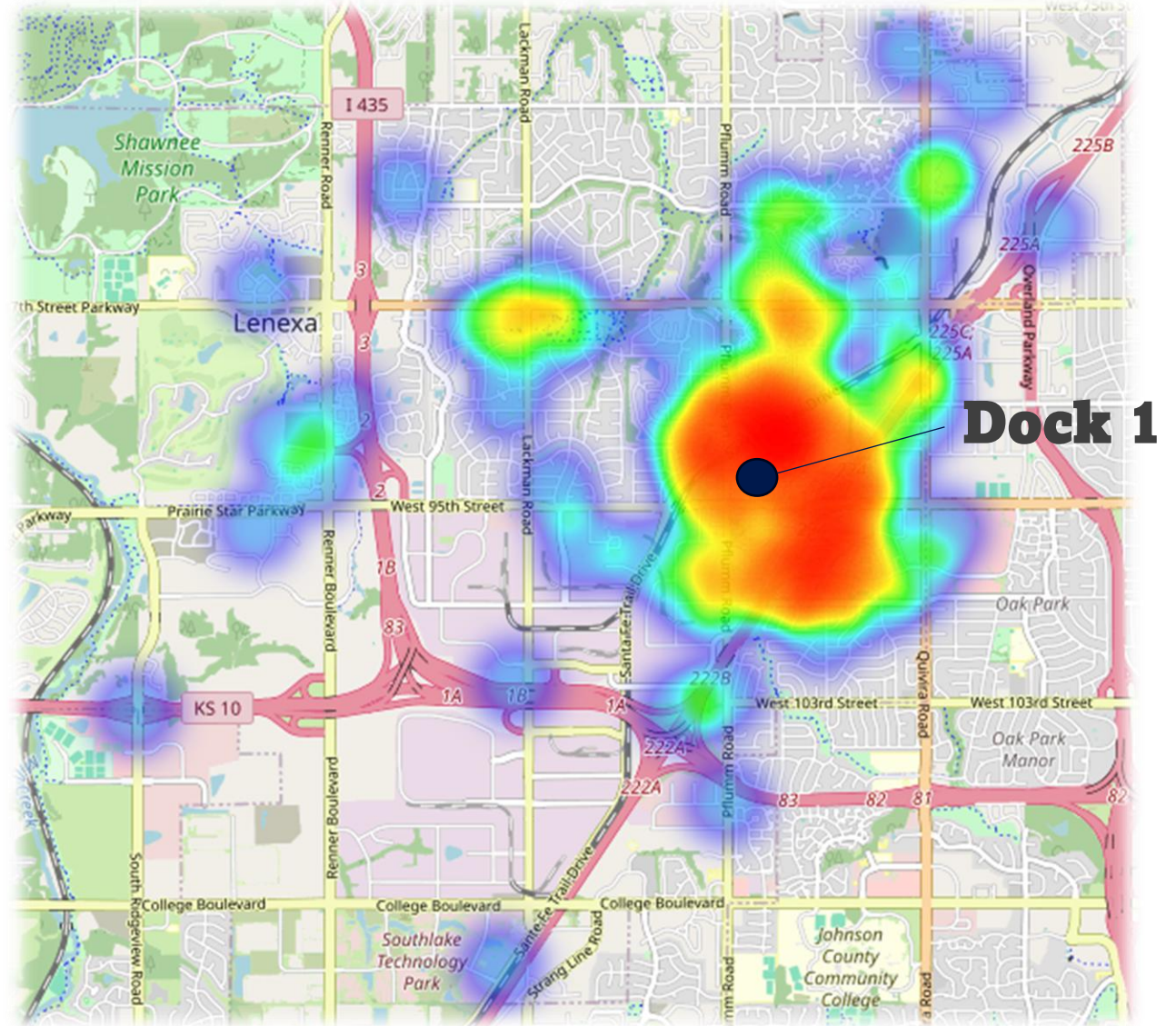


25-12935 PALADIN DFR DEMO

ALL DFR FLIGHTS

MARCH 12 – MAY 6

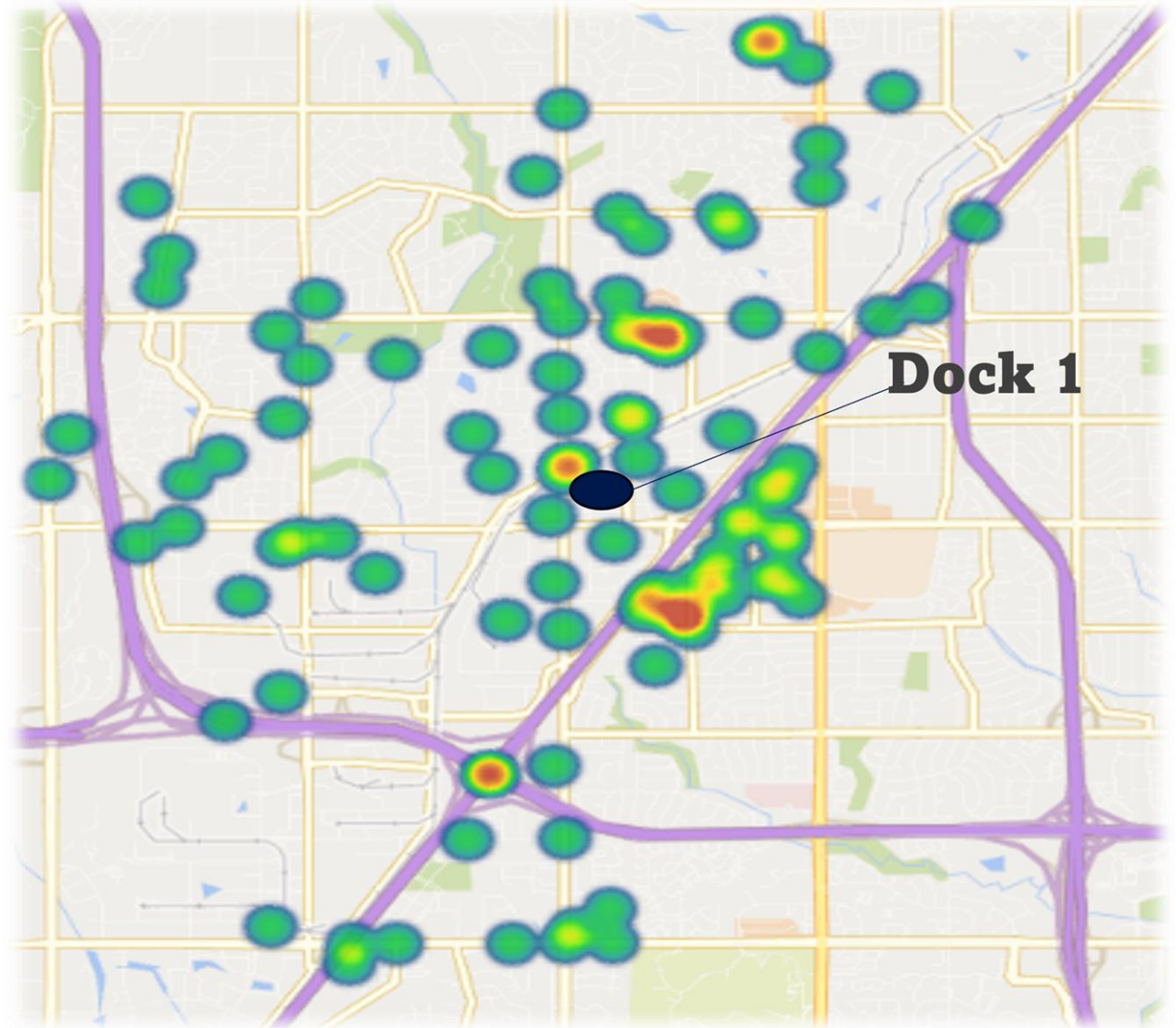
- Flights:
 - 335 Flights
- Flight Hours:
 - 64 Hours
- Total Miles Flown:
 - 794.8 Miles



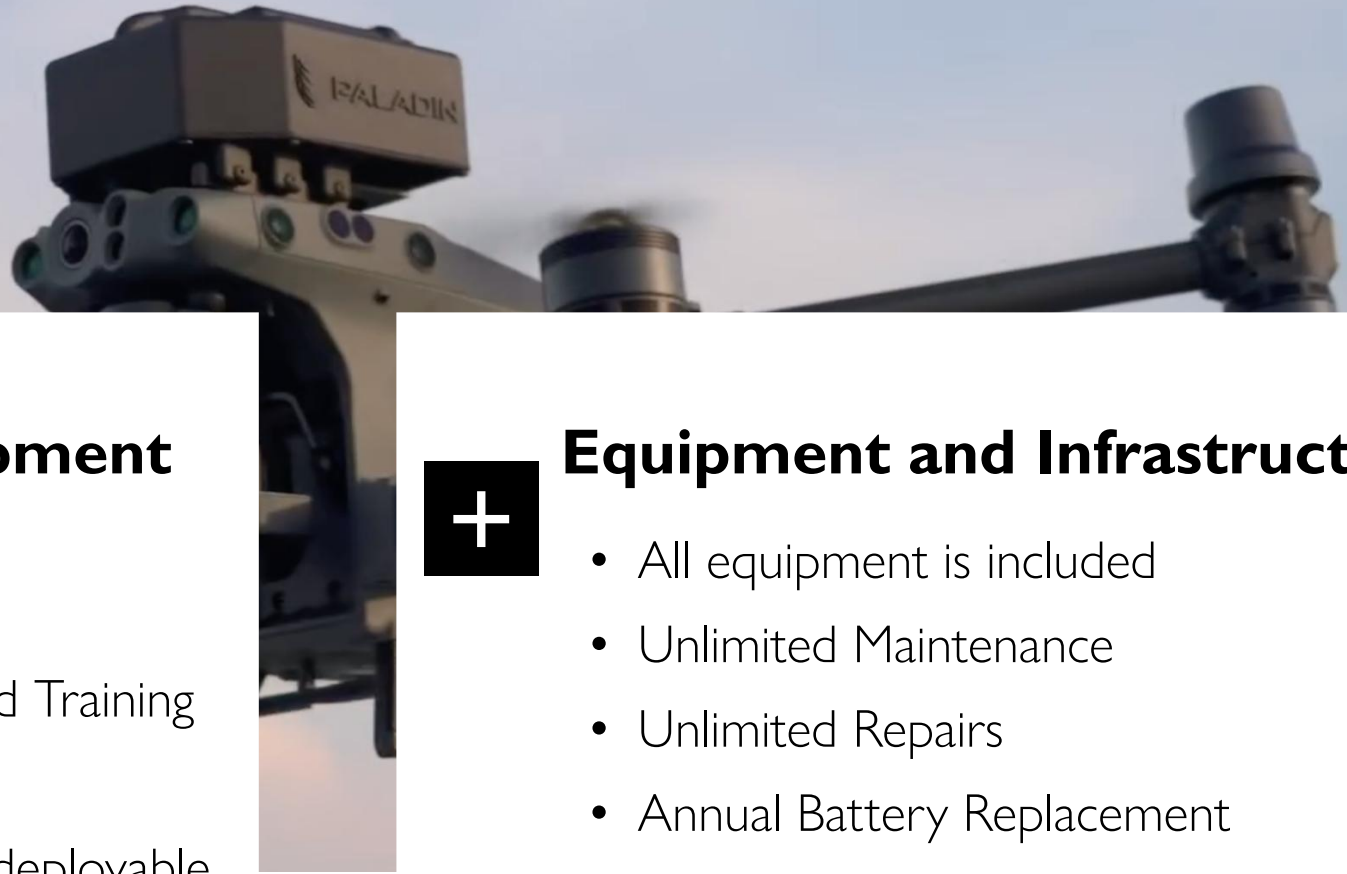
LENEXA CALLS FOR SERVICE – 139 DEPLOYMENTS

MARCH 16 – MAY 2

• Suspicious Activity –	28
• Disturbance –	27
• Welfare Check –	13
• Accident – Unknown –	10
• Alarm –	10
• Fire Call -	8
• Accident – Non-Injury -	7
• Assist Outside Agency -	5
• Juvenile Related -	4
• DUI -	4
• Accident – Injury -	4
• Animal Call -	3
• Medical Call -	3
• Traffic Complaint -	3
• Runaway Juvenile -	2
• Auto Theft -	2
• ELSAG Read -	1
• Hit and Run Crash -	1
• Civil Matter -	1
• 911 Disconnect -	1
• Information Call -	1
• Drug Possession -	1



PV/MH DFR



Software and Development

- FAA and BVLOS Compliance documentation
- Implementation and Unlimited Training
- Unlimited Data Storage
- Livestream Capabilities from deployable drones.
- All Integrations included
 - Axon
 - CAD
 - Drone Sense



Equipment and Infrastructure

- All equipment is included
- Unlimited Maintenance
- Unlimited Repairs
- Annual Battery Replacement
- Guaranteed Sustainability
- 24/7 Service for equipment and Software

PV/MH DFR COST

- 1 Docking Station and DJI M4TD
 - One time cost \$17,000
- Annual Cost - \$37,000
 - Auto Renewing
- Mission Hills/Prairie Village Split
 - 50/50 - \$27,000 each
 - Future plans to utilize as a NE resource. (Fire, NE PDs)



QUESTIONS?

PV/MH Drone as First Responder

MAYOR'S ANNOUNCEMENTS
Monday, July 21, 2025

JazzFest Committee	07/22/2025	5:30 p.m.
VillageFest Committee	07/24/2025	5:30 p.m.
City Council	08/04/2025	6:00 p.m.
Police Pension Board	08/05/2025	1:30 p.m.
Planning Commission	08/05/2025	6:00 p.m.

=====

INFORMATIONAL ITEMS
July 21, 2025

1. Environmental Committee meeting minutes – May 22, 2025
2. Consolidated Fire District #2 – second quarter report

Meeting Minutes:

The Prairie Village Environmental Committee met Wednesday, May 22, 2025

5:30 p.m. Prairie Village City Hall MPR.

The meeting was called to order at 5:31 pm.

Members in attendance

Chair Greg Shelton, Vice Chair Ian Graves, Staff Liaison Meghan Buum, Youth Member Brynn Bettenhausen, Rick Wohlfarth, Travis Wymore, Tamara McMahon, Amy Brooks, Jeff Roberts, Nathan Kovac, Penny Mahon, Piper Reimer

Approval of the agenda

Rick moved to approve the agenda. Tamara seconded the motion. All in favor.

Approval of April 2025 meeting minutes

Travis moved to approve the minutes. Rick seconded the motion. All in favor.

Old Business

I. VillageFest Overview Plan

- A. Volunteer sign up proposal discussed and approved, Piper will publish
- B. EC Committee Table responsibilities
 - 1. KC Can Compost municipal food waste collection pilot has been approved, the goal is have the collection containers in place by late June, coordinating with the company to be able to provide program information, assist residents with sign up, and plan to do a compost bag giveaway to incentivize sign-ups, show instructional video
- C. Layout
 - 1. Similar to last year, making adaptations for bee guy and Possibly Plug-In KC potentially (Greg will confirm next week), add 1 additional trash can for a total of (2)
 - 2. Monarch photo prop in same place as last year, Piper will confirm with PW staff
 - 3. Piper will communicate with JD
- D. Supplies
 - 1. Piper to confirm w/ Ashley that supplies will be in Community Center before/after event, and that washable markers in our supply are still usable

II. Community Climate Action Plan Survey responses

Survey closed May 19, there were approx. 500 responses. There were multiple responses which communicated more general concerns, not directly related to a community sustainability, those will

be taken into account. Keramida, the hired consulting firm, will evaluate and deliver summary in the next month.

Announcements

1. Next meeting: June 26, 2024, 5:30
2. No meeting in July
3. Discussion of expectations for LEED standards inclusion in construction of new City Hall and Police Department renovation is ongoing and will be discussed at upcoming City Council meeting in advance of pending vote. Encourage all those interested residents to comment either in person at council meeting or via email to city elected officials.
4. Next deadline for July/Aug VV is May 31, 2025

Adjournment

Nathan made a motion to adjourn the meeting. Rick seconded the motion. All in favor. Meeting adjourned at 6:51 p.m.



PROUDLY SERVING
MISSION • PRAIRIE VILLAGE • ROELAND PARK • FAIRWAY • WESTWOOD • WESTWOOD HILLS • MISSION WOODS • MISSION HILLS



Johnson County Consolidated Fire District No. 2

Fire Chief Chick

3921 W 63rd Street, Prairie Village, KS 66208

913-432-1105 ContactUS@cfid2.org

Fire Activity Report - PRAIRIE VILLAGE Q2 2025

2025 ALL CALLS - YTD Q2
1350

2024 ALL CALLS - YTD Q2
1440

2025 FIRE Calls
22

2024 FIRE Calls
12

2025 EMS Calls
863

2024 EMS Calls
890

2025 HAZMAT Calls
62

2024 HAZMAT Calls
60

2025 SPECIAL OPS Calls
107

2024 SPECIAL OPS Calls
138

2025 ALL OTHER Calls
296

2024 ALL OTHER Calls
340

Response Times Breakdown

	2025	2024
Turnout (alarm to out the door)		
Emergent Fire	1:24	1:23
Emergent EMS	1:00	0:58
All Calls (Emergent & Non-Emergent)	1:02	0:59
Travel (time to arrival on the scene)		
Emergent Fire	2:51	3:13
Emergent EMS	3:57	3:56
All Calls (Emergent & Non-Emergent)	4:15	4:43