Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/21/2024   **File ID:** TMP-4859

Department: Police

Subject: **Type of Action:**   Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Skyfire AI, Incorporated to support city's sUAS (Small Unmanned Arial System).

Resolution No.

Finance Information:

Account Number: n/a

City Cost Amount: $200,400

Total Cost: $200,400

Special Circumstances:

Grant Funded: no

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location: (list below)

Address: n/a

District: District 1 ☒   District 2 ☒   District 3 ☒   District 4 ☒   District 5 ☒

Additional Comments: Both the City police department ("HPD") and City fire department ("HFD") use UAS in daily operations, including the City's Drone as A First Responder ("DFR") program. HPD's sUAS usage is ranked in the top 25% of public safety units across the country. HPD sUAS units are available on all shifts and continue to successfully support active crime suppression, public safety, search and rescue, multi-agency operations, and accident reconstruction. HFD is using sUAS in support of active fire suppression, search and rescue operations, pre-fire planning and post-fire investigation.

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor is hereby authorized to enter into an agreement between Skyfire AI, Incorporated and the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Agreement between the City of Huntsville and Skyfire AI, Incorporated to Support City's sUAS" consisting of Six (6) pages, and the date of November 21, 2024 appearing on the second page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 21st day of November, 2024.

_____
President of the City Council
Of the City of Huntsville, Alabama

ADOPTED this the 21st day of November, 2024 .

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA
COUNTY OF MADISON

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND SKYFIRE AI, INCORPORATED

THIS AGREEMENT is made and entered into by and between Skyfire AI, Inc. ("Skyfire"), a Delaware for-profit corporation with its principal place of business at 1626 County Line Rd., Madison, Alabama and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (the "City").

The City of Huntsville's small Unmanned Aerial Systems ("sUAS") capability continues to grow at a rapid pace. Both the City police department ("HPD") and City fire department ("HFD") use UAS in daily operations, including the City's Drone As A First Responder ("DFR") program. HPD's sUAS usage is ranked in the top 25% of public safety units across the country. HPD sUAS units are available on all shifts and continue to successfully support active crime suppression, public safety, search and rescue, multi-agency operations, and accident reconstruction. HFD is using sUAS in support of active fire suppression, search and rescue operations, pre-fire planning and post-fire investigation.

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. SCOPE OF SERVICES: Skyfire shall provide overall support to the City's sUAS City's Drone As A First Responder ("DFR") program to include program administration, system certification, training, operations, maintenance, sustainment, and other related services. This program is in addition to the City's already existing small UAS program, which is operated by a different entity not covered by this agreement.

    1) General:

        A. Skyfire shall:

          i. Establish a testing period for DFR program operations in coordination with the City and its related public safety departments.

President of the City Council of the
City of Huntsville, AL
Date: 11-21-2024

ii. Provide hardware and software specific to the DFR program, as determined by Skyfire, that are most suited to the specific DFR mission.

iii. Provide personnel sufficient to cover DFR program responsibilities between the hours of 3 PM CT and 11 PM CT, Monday through Friday, including both a rooftop pilot in command ("RPIC") and a teleoperator ("TO") as necessary to complete the mission.

iv. Provide independent review of accidents and/or mishaps and ensure that the DFR program is operating within applicable Federal, State and Local laws and Federal Aviation Administration ("FAA") requirements.

v. Maintain records of each drone flight, including time of dispatch, time of launch, time of arrival on scene, time of clearance from scene, time of landing and call disposition.

2) Certification: Skyfire shall provide all necessary services and assistance to facilitate City departments in obtaining and/or maintaining necessary certifications to include any FAA Certificates of Authorization ("COA") necessary to operate a DFR program beyond visual line of sight as a public entity.

3) Administration:

A. Skyfire shall:

i. Develop and update policies and procedures to include standard operating procedures ("SOPs") or departmental policies that address personnel roles and responsibilities, reporting procedures, including preparation of internal and external FAA reporting documents.

ii. Provide City departments with direct support for logging and bookkeeping.

iii. Provide City departments with up-to-date research on new flight methods and industry standards specific to DFR.

iv. Incorporate and abide by any new FAA regulations and policies, including those adopted or enacted after the execution of this agreement.

v. Timely file and submit any NOTAMS ("Notice to Airmen") and COA filings with the FAA.

vi. Provide accident investigation of sUAS mishaps and file all required reports with FAA and NTSB ("The National Transportation Safety Board").

vii. Investigate new sUAS types, and recommend implementation as appropriate and/or necessary, to include tethered and fixed wing capabilities specific to DFR.

B. The City of Huntsville shall:

i. Provide Skyfire AI and its employees, subcontractors or agents physical access to the North Alabama Multi Agency Crime Center (NAMACC), and an appropriate rooftop location for rooftop drone launches.

ii. Provide Skyfire AI and its employees, subcontractors or agents access to wireless or wired internet connectivity as necessary for conducting DFR operations.

iii. Provide Skyfire AI access to information about the location, type and particulars of emergency response calls with the express purpose of responding to calls in a timely manner on the City's behalf.

iv. Provide suitable accommodations at both the NAMACC, or other designated launch sites, including rooftop launch locations, as determined by the City, to include:

a. Shade coverings, portable tables and chairs

b. Power connections

c. Internet access

d. A place of refuge in the event of inclement weather

e. A suitable launch pad for drone flights originating from the roof

4) Operations: All Skyfire instructors and operators will maintain FAA Part 107 certifications and receive additional training on operating with a public safety environment; and operating a DFR style operation.

5) Maintenance and Sustainment:

i. Skyfire shall coordinate repair of any damaged system through authorized repair centers. Skyfire will insure that City is extended any manufacturer's warranty on any part used to repair or maintain the system. Skyfire agrees to provide the City with an advance written estimate of the cost to repair any damaged system prior to any work being initiated and completed. City shall approve in writing all maintenance requests / contracts prior to work being performed.

ii. Data processing: Skyfire uses DroneSense or similar software to DFR flights. The cost of this software will be included in this agreement.

2. INDEPENDENT CONTRACTOR: Skyfire AI, Inc. is hereby contracted as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City nor shall they or any of their employees, subcontractors or agents be entitled to any benefits of any kind while working for the City.

Employees, subcontractors and agents of Skyfire are not deemed employees of the City. During the term of this agreement, Skyfire shall report to and receive task assignments, in accordance with and subject to the limitations and terms of this agreement, from the City Administrator or his designees.

3. COMPENSATION: The City shall compensate Skyfire for work performed pursuant to this agreement at the following rates:

1) City shall compensate Skyfire in the amount of $16,700 each calendar month for payment for services rendered pursuant to this agreement. Skyfire shall invoice the City on or before the 5th day of each month for work performed during the previous calendar month. The City shall remit payment to Skyfire in a timely manner upon its receipt of an invoice. The total amount paid to Skyfire pursuant to this agreement shall not exceed Two Hundred and Four Thousand dollars ($200,400.00).

2) Additional assignments, above and beyond the scope of this agreement, shall be priced separately pursuant to additional written agreements properly approved and executed by the parties. Because Skyfire shall act in the capacity of an independent contractor, the City shall not withhold from payments to be made any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Skyfire expressly acknowledges and agrees that it is solely responsible for the payment of all income and other taxes for sums received pursuant to this agreement.

4. LIABILITY: Skyfire shall be responsible for maintaining liability insurance while performing services pursuant to this agreement with minimum limits of $1,000,000 for personal injury; $1,000,000 property damage; and $1,000,000 per occurrence. Said insurance shall be written so as to cover the City, its officials, officers, employees, and agents as additional insureds, and Skyfire when performing the services set forth in this agreement.

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to performing any services or work in accordance with and

subject to the limitations and terms of this agreement. Skyfire shall furnish a Certificate of Insurance to the City prior to performing any services or work.

5. INDEMNITY: Skyfire agrees to indemnify and hold harmless the City, its officials, officers, employees, and agents from and against any and all claims, costs, losses, and expenses of any character whatsoever resulting from or arising out of the acts or omissions of Skyfire, its officers, servants, agents, contractors, or employees, in connection with the services and works performed pursuant to the terms and limitations of this agreement.

6. SECURITY: Skyfire acknowledges that confidential information in the way of City or public safety practices, internal activities and operations may be made available to Skyfire and its employees, subcontractors and agents in connection with work pursuant to this agreement. Skyfire agrees that neither it nor its employees, subcontractors and agents shall disclose confidential information to any third party at any time following execution of this agreement.

This clause shall survive the termination of this agreement. Confidential information as used in this clause shall include, but not be limited to, City's data, records, recording, written directives, SOPS, departmental policies, training, procedures, information or data related to active cases, and individual or personal information pertaining to employees.

7. ELECTRONIC SIGNATURES: The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

8. TERM: The term of this agreement shall be for a period of one year commencing on December 1, 2024, or as soon as approved by the parties, and continuing through November 30, 2025.

9. TERMINATION: This agreement may be terminated by the City upon thirty (30) days' written notice to Skyfire.

10. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties.

11. JURISDICTION: This agreement shall be governed by the laws of the State of Alabama. Jurisdiction and venue of any action to enforce the terms of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 21st day of November, 2024.

SKYFIRE AI, INCORPORATED

BY: _____
      Matt Sloane
ITS: CSO

ATTEST:

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
    Shaundrika Edwards
ITS: City Clerk

BY: _____
    Tommy Battle
ITS: Mayor