



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 5/22/2025

**File ID:** TMP-5543

**Department:** Police

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Steven L. Black.

Resolution No.

**Finance Information:**

**Account Number:** 1000-41-41110-515370-00000000

**City Cost Amount:** \$ 85,000/annually

**Total Cost:** \$ 85,000/annually

**Special Circumstances:**

**Grant Funded:** \$ 0.00

**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:**

Agreement with Steven L. Black for the Police Department's Unmanned Aerial Systems operations. Contract is for one (1) year.

**RESOLUTION NO. 25- \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement by and between the City of Huntsville, a municipal corporation in the State of Alabama, and Steven L. Black, 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 Steven L. Black," consisting of six (6) pages and the date of May 22, 2025 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 22nd day of May, 2025.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 22nd day of May, 2025.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**THE CITY OF HUNTSVILLE**  
**AND STEVEN L. BLACK**

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**THIS AGREEMENT** is made and entered into on 22<sup>nd</sup> day of May 2025, by and between the City of Huntsville, Alabama, a municipal corporation, and Steven L. Black, an individual, and,

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 sUAS in daily operations. 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, multiagency 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. There is also a growing use of sUAS by the City public works department for mapping and data integration into the city GIS system.

**WITNESSETH:**

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

1. **SCOPE OF SERVICES:** Steven L. Black shall provide support for a City sUAS program to include **assisting** with program administration, system certification, training, operations, maintenance, sustainment, and other related services as listed in the following document. Steven L. Black's primary focus for the City will be to research, design and implement (where appropriate) a command and control system for the sUAS program that will:
  - i. Allow the sUAS program to respond to 911 or other calls for service within a pre-determined time limit.
  - ii. Allow the use and operation of sUAS platforms in all environments and with little to no flight distance restrictions within the City.
  - iii. Integrate all means necessary for increasing safety of the sUAS program including but not limited to; integration and implementation of RADAR and/or ILS view-only data into the sUAS command center AND the use of any FAA systems that can aid in the safety of the airspace in and around Huntsville, Alabama.

\_\_\_\_\_  
President of the City Council  
Of the City of Huntsville, AL  
Date: May 22, 2025



**1) General:** Steven L. Black shall:

- i. Help to consolidate all current and new City department sUAS operations into one city wide program to address certification, training, operations and sustainment while supporting the unique needs of each City department. Aid City department sUAS teams and City leaders in developing strategies to grow and sustain sUAS efforts through best practices while developing community support.
- ii. Assist in providing independent review of accidents and mishaps and ensure that all City department teams are operating within the rule of law and FAA (Federal Aviation Administration) requirements.
- iii. Assist in transforming the City sUAS program into an sUAS Center of Excellence for public safety UAS operations whereby outside agencies may send pilots for quality UAS training and certification. The sUAS program will actively seek opportunities to develop regional and statewide sUAS standards. Training courses will be developed and taught on a regular annual schedule and will include hosting sUAS symposiums to draw national interest and participation.
- iv. Interface with surrounding city, county and state UAS programs and associated agencies such as ALDOT (Alabama Department of Transportation), the Alabama State Aviation Office, NOAA (National Oceanic and Atmospheric Administration), FEMA (Federal Emergency Management Agency) and EMA (Huntsville-Madison County Emergency Management Agency) and facilitate joint agency agreements, where applicable and appropriate.

**2) Certification:** Steven L. Black shall assist in providing all necessary services and assistance to facilitate City departments in obtaining and/or maintaining necessary certifications to include any FAA Certificates of Authorization (COA) and/or Certificates of Waiver (COW) along with Part 61 and Part 107 certifications and other "flight beyond visual line of sight" waivers necessary to operate a sUAS program as a public entity in ALL flight conditions.

**3) Administration:** Steven L. Black shall:

- i. Assist in the development and/or updates of policies and procedures to include standard operating procedures (SOPs) or departmental policies that address personnel roles and responsibilities, basic aircraft procedures, pilot qualifications, basic equipment required for all flights, and safety and maintenance programs; checklists and maintenance documents; and reporting procedures, including preparation of internal and external (FAA) reporting documents.

- ii. Assist in developing and providing City departments with direct support for logging and bookkeeping.
- iii. Assist in providing City departments with up-to-date research on new flight methods and industry standards.
- 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 Certificates of Authorization (COA) and/or Certificates of Waiver (COW) filings with the FAA as appropriate. NOTAMS (Notice to Airmen) are no longer required filings with the FAA however Steven L. Black shall continue to liaison with Droneresponders.org, and other entities, to ensure all FAA requirements are met prior to the implementation of any NEW sUAS or similar program.
- vi. Assist in providing accident investigation of sUAS mishaps and file required reports with FAA and NTSB (The National Transportation Safety Board).
- vii. Assist in the research and implementation of next generation aircraft, remote identification (ID), and enhanced operational parameters to ensure City operators are current.
- viii. Investigate new sUAS types, and recommend implementation as appropriate and/or necessary, to include tethered and fixed wing capabilities.
- ix. Research, test and implement (where appropriate) RF "nodes" (microwave or similar) used for command and control of sUAS platforms in and around the City of Huntsville.
- x. Research, test and implement (where appropriate) the use of mobile and/or fixed sUAS launch platforms as it pertains to expanding the Drone as a First Responder (DFR) program and yielding the quickest response for time-on-target.
- xi. Work on the integration of Huntsville International Airport (HSV) RADAR and/or ILS systems into the NAMACC command center for use in sUAS operations.
- xii. Work with the FAA to implement the use of The Low Altitude Authorization and Notification Capability (LAANC, pronounced "LANCE") system which uses desktop and mobile apps designed to support the volume of drone operations with almost real-time airspace authorizations.

#### **4) Training:**

- i. Assist in the coordination, development and implementation of basic and advanced training courses to Huntsville City sUAS pilots to include skills testing based on the NIST (National Institute for Standards and Technology) sUAS training methodology.



- a. Continuation and currency training shall be conducted for operators that are already FAA certified.
  - b. Operator evaluations (written, oral, and practical) shall be conducted in association with SOPS, written directives or other departmental policies created by the City pertaining to sUAS.
  - ii. Assist in the coordination with City departments to develop and document additional training classes for subject matter expert certification. These courses will be offered on a regular basis both for initial training and recurrent certification.
  - iii. Assist in the coordination of training for any new communications platform utilized for the City's sUAS program or similar.
- 5) Operations:** Steven L. Black shall aid in making sure instructors and operators are FAA Part 107 certified and have United States Department of Defense secret or higher clearances as appropriate.
- i. Steven L. Black shall assist in maintaining an FAA approved night waiver, as designated in Title 14 of the Code of Federal Regulations part 107, and airspace authorization with Redstone Army Airfield.
  - ii. Steven L. Black shall assist the City Pilot-in-Command (PIC) for any operations conducted by City and/or assist department leadership in deployment of sUAS teams, as directed.

**6) Maintenance and Sustainment:**

- i. Steven L. Black shall coordinate repair of any damaged system through authorized repair centers. Steven L. Black will insure that City is extended any manufacturer's warranty on any part used to repair or maintain the system. Steven L. Black 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: Steven L. Black \_ shall utilize any available means to conduct research and development of a DFR command and control network for the City sUAS program and provide any data collected to the City for storage and use as they deem appropriate.
- 2. INDEPENDENT CONTRACTOR:** Steven L. Black 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 he be entitled to any benefits of any kind while working for the City. Steven L. Black is not deemed an employee of the City. During the term of this agreement, Steven L. Black



shall report to and receive task assignments, in accordance with and subject to the limitations and terms of this agreement, from the NAMACC Supervisor and UAS Lead.

3. **COMPENSATION:** The City shall compensate Steven L. Black for work performed pursuant to this agreement at the following rates:
  - 1) City shall compensate Steven L. Black in the amount of \$7,083.33 each calendar month for payment for services rendered pursuant to this agreement. Steven L. Black shall invoice the City on or before the 5<sup>th</sup> day of each month for work performed during the previous calendar month. The City shall remit payment to Steven L. Black in a timely manner upon its receipt of an invoice. The total amount paid to Steven L. Black pursuant to this agreement shall not exceed Eighty Thousand Dollars (\$85,000.00).
  - 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 Steven L. Black 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. Steven L. Black 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:** Steven L. Black 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 Steven L. Black 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. Steven L. Black shall furnish a Certificate of Insurance to the City prior to performing any services or work.
5. **INDEMNITY:** Steven L. Black 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 Steven L. Black, 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:** Steven L. Black acknowledges that confidential information in the way of City or public safety practices, internal activities and operations may be made available to Steven L. Black and its employees, subcontractors and agents in connection with work pursuant to this agreement. Steven L. Black agrees that he shall not 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. The term of this agreement shall be for a period of one year commencing on June 1, 2025 and continuing through May 30, 2026.
8. This agreement may be terminated by the City upon thirty (30) days written notice being provided to Steven L. Black.
9. This agreement constitutes the entire agreement between the parties.
10. 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 day and year first above written.

\_\_\_\_\_  
Steven L. Black

CITY OF HUNTSVILLE, ALABAMA  
a municipal corporation

ATTEST:

BY: \_\_\_\_\_  
Shaundrika Edwards  
ITS: City Clerk

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor