



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 6/22/2023

**File ID:** TMP-3047

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**Department:** Police

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Unmanned System Information Sharing and Analysis Organization.

Resolution No.

**Finance Information:**

**Account Number:** 1000-41-41100-515370-00000000

**City Cost Amount:** \$ 103,000

**Total Cost:** \$ 103,000

**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:**

One (1) year contract renewal with agency that assists with UAV's within the Police Department.



**RESOLUTION NO. 23- \_\_\_\_\_**

**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 Unmanned Aircraft System Information Sharing and Analysis Organization (“UAS ISAO”), 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 Unmanned Aircraft System Information Sharing and Analysis Organization,” consisting of five (5) pages and the date of June 22, 2023 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 22<sup>nd</sup> day of June, 2023.

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

**APPROVED** this the 22<sup>nd</sup> day of June, 2023.

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Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND  
UNMANNED AIRCRAFT SYSTEM  
INFORMATION SHARING AND  
ANALYSIS ORGANIZATION**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND UNMANNED AIRCRAFT SYSTEM INFORMATION SHARING  
AND ANALYSIS ORGANIZATION (UAS ISAO)**

**THIS AGREEMENT** is made and entered into on the 22<sup>nd</sup> day of June, 2023, by and between Unmanned Aircraft System Information Sharing and Analysis Organization (“UAS ISAO”), an Alabama non-profit corporation with its principal place of business at 211 Creek Trail, 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 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:** UAS ISAO shall provide overall support for a City sUAS program to include program administration, system certification, training, operations, maintenance, sustainment, and other related services.

**1) General:** UAS ISAO shall:

- i. 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.

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President of the City Council of  
the City of Huntsville, Alabama  
Date: June 22, 2023

- ii. Aid City department sUAS teams and City leaders in developing strategies to grow and sustain sUAS efforts through best practices while developing community support.
  - iii. Provide 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.
  - iv. Transform 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.
  - v. 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:** UAS ISAO 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 sUAS program as a public entity.
- 3) **Administration:** UAS ISAO shall:
- i. Develop and update 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. 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.
  - 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 (Certificate of Authenticity) filings with the FAA.

- vi. Provide accident investigation of sUAS mishaps and file required reports with FAA and NTSB (The National Transportation Safety Board).
- vii. Review, research and implement 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.

**4) Training:**

- i. Coordinate, develop and deliver 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. Coordinate 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. Upon completion of the different advanced operator courses, the UAS ISAO shall own the rights to the classes with the intent to teach the courses to other agencies for a fee.

**5) Operations:** All UAS ISAO instructors and operators are FAA Part 107 certified and have United States Department of Defense secret or higher clearances.

- i. UAS ISAO shall maintain a 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. UAS ISAO shall provide either a Pilot-in-Command (PIC) for operations conducted by City and / or assist department leadership in deployment of sUAS teams, as directed.

**6) Maintenance and Sustainment:**

- i. UAS ISAO shall coordinate repair of any damaged system through authorized repair centers. UAS ISAO will insure that City is extended any manufacturer's warranty on any part used to repair or maintain the system. UAS ISAO 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: UAS ISAO uses Pix4D or similar software to process data to make orthomosaic maps, and other GIS products. There will be no added charge to City for this service.
2. **INDEPENDENT CONTRACTOR:** UAS ISAO 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 UAS ISAO are not deemed employees of the City. During the term of this agreement, UAS ISAO 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 UAS ISAO for work performed pursuant to this agreement at the following rates:
  - 1) City shall compensate UAS ISAO in the amount of \$ 8583.33 each calendar month for payment for services rendered pursuant to this agreement. UAS ISAO 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 UAS ISAO in a timely manner upon its receipt of an invoice. The total amount paid to UAS ISAO pursuant to this agreement shall not exceed One Hundred and Three Thousand Dollars (\$103,000.00).
  - 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 UAS ISAO 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. UAS ISAO 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:** UAS ISAO 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 UAS ISAO 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. UAS ISAO shall furnish a Certificate of Insurance to the City prior to performing any services or work.

5. **INDEMNITY:** UAS ISAO 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 UAS ISAO, 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:** UAS ISAO acknowledges that confidential information in the way of City or public safety practices, internal activities and operations may be made available to UAS ISAO and its employees, subcontractors and agents in connection with work pursuant to this agreement. UAS ISAO 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. The term of this agreement shall be for a period of one year commencing on June 8, 2023 and continuing through June 7, 2024.
8. This agreement may be terminated by the City upon thirty (30) days written notice being provided to UAS ISAO.
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.

\_\_\_\_\_  
Chad Tillman  
President of Unmanned Aircraft System  
Information Sharing and Analysis Organization

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

ATTEST:

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

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