



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/28/2025

File ID: TMP-5897

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Modification No.1 to Agreement Between the City of Huntsville and Skyfire AI, Incorporated.

Resolution No.

Finance Information:

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

City Cost Amount: \$25,000.00 per calendar month

Total Cost: Not to exceed \$300,000.00

Special Circumstances:

Grant Funded: N/A

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: N/A

RESOLUTION NO. 25-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into a Modification No.1 to the Agreement Between the City of Huntsville and Skyfire AI, Incorporated on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said memorandum of understanding is substantially in words and figures similar to that certain document attached hereto and identified as "Modification No.1 to the Agreement Between the City of Huntsville and Skyfire AI, Incorporated," consisting of two (2) pages and the date of August 28th, 2025 appearing on the margin of the first 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, Alabama.

ADOPTED this the 28th day of August, 2025.

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

APPROVED this the 28th day of August, 2025.

Mayor of the City of
Huntsville, Alabama

MODIFICATION NO.1 TO AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND SKYFIRE AI, INC.
TO SUPPORT CITY'S sUAS

STATE OF ALABAMA
COUNTY OF MADISON

MODIFICATION NO. 1 TO AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE AND SKYFIRE AI, INCORPORATED

THIS MODIFICATION NO. 1 TO 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").

WITNESSETH:

WHEREAS, the City and Skyfire entered into an agreement (the "Agreement") for Skyfire to provide support to the City's sUAS Drone As A First Responder program on November 21, 2024 pursuant to Resolution No. 24-899; and

WHEREAS, the City's sUAS program has grown significantly and the need for Skyfire's services has increased; and

WHEREAS, the parties desire to modify the terms of the existing contract so that the number of days that Skyfire provides services is increased and the rates are adjusted to meet the growing needs of the City effective September 1, 2025.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. The terms and conditions are modified to read as followed:

- A. Paragraph 1. Scope of Services (1) (A) (iii) is hereby amended to read as follows:

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

President of the City Council
of the City of Huntsville, Alabama
Date: August 28, 2025

B. Paragraph 3. Compensation (1) is hereby amended to read as follows:

City shall compensate Skyfire in the amount of \$25,000 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 Three Hundred Thousand dollars (\$300,000).

C. Paragraph 8. Term is hereby amended to read as follows:

The term of this agreement shall be for a period of one year commencing on September 1, 2025, or as soon as approved by the parties, and continuing through August 31, 2026.

2. All other terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification agreement on the 28th day of August, 2025.

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