



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/24/2025

File ID: TMP-5458

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Agreement among the City of Huntsville, Huntsville Utilities, the Solid Waste Disposal Authority and the Industrial Development Board for obtaining the services of a Chief Innovation Officer.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: \$100,000.00

Total Cost: \$100,000.00

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, and he is hereby authorized to enter into a Memorandum of Agreement by and among the City of Huntsville, Alabama, d/b/a Huntsville Utilities, The Solid Waste Disposal Authority of the City of Huntsville, The Industrial Development Board of the City of Huntsville, and the City of Huntsville, an Alabama municipal corporation, which said agreement is substantially in words and figures as that certain document attached hereto and identified as “Memorandum of Agreement by and among the City of Huntsville, Alabama, d/b/a Huntsville Utilities, The Solid Waste Disposal Authority of the City of Huntsville, The Industrial Development Board of the City of Huntsville, and the City of Huntsville,” consisting of eight (8) pages, including attachments, and the date of April 24, 2025, appearing on the first page thereof, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to enter into the Memorandum of Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems necessary and desirable, and execute any and all such documents relevant, required, and/or relating to effect, close, carry out, or otherwise complete the agreement contemplated therein.

ADOPTED this the 24th day of April, 2025.

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

APPROVED this the 24th day of April, 2025.

Mayor of the City of Huntsville, Alabama

**MEMORANDUM OF AGREEMENT BY AND AMONG
THE CITY OF HUNTSVILLE, ALABAMA, THE CITY OF
HUNTSVILLE, ALABAMA d/b/a HUNTSVILLE
UTILITIES, THE SOLID WASTE DISPOSAL
AUTHORITY OF THE CITY OF HUNTSVILLE AND THE
INDUSTRIAL DEVELOPMENT BOARD OF THE CITY
OF HUNTSVILLE**

STATE OF ALABAMA

COUNTY OF MADISON

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 24th day of April, 2025, by and among the City of Huntsville, Alabama (hereinafter referred to as the “City”), the City of Huntsville d/b/a Huntsville Utilities (hereinafter referred to as “HU”), the Solid Waste Disposal Authority of the City of Huntsville (hereinafter referred to as “SWDA”) and the Industrial Development Board of the City of Huntsville (hereinafter referred to as the “IDB”). The above-named entities may also be collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the City, HU, SWDA and the IDB all have a mutual interest in implementing a comprehensive strategy to foster innovation and encourage and adapt to the use of emerging technology; and,

WHEREAS, Fractal Analytics Project, LLC (hereinafter referred to as “Fractal Analytics”) through its employee Larry Lowe has the capability to advise the entities in strategizing and encouraging innovation and the effective use of new technologies; and,

WHEREAS, the engagement of Fractal Analytics for the purpose of providing innovation services will provide a public benefit to the citizens of Huntsville and the surrounding area; and

WHEREAS, the IDB has agreed to enter into an agreement with Fractal Analytics, LLC for the services of Larry Lowe to serve as Chief Innovation Officer for the benefit of all of the Parties.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Engagement of Fractal Analytics. The IDB will enter into an agreement with Fractal Analytics to provide the services of Larry Lowe as Chief Innovation Officer. The IDB will pay Fractal Analytics Two Hundred and Five Thousand (\$205,000.00) per year during the term of that agreement, which said term shall be for a period of two (2) years. The said agreement shall be substantially in form as shown in Exhibit “A” attached hereto.

2. Payment to the IDB. The City, HU and SWDA will each pay the IDB One Hundred Thousand Dollars (\$100,000.00) per year during the term of this Agreement for the use and benefit of the services of Fractal Analytics. The said amount shall be payable quarterly.

3. Location of Services. Larry Lowe and any other Fractal Analytics employees providing services pursuant to this Agreement shall be provided office space and the means to complete the work of the Agreement set forth in Exhibit A in a suitable space within City Hall as determined by the Office of the Mayor. The work of the Agreement shall be completed within the geographic area served by the Parties.

4. Term. The term of this Agreement shall be for a period of two (2) years commencing on May 1, 2025 and continuing through April 30, 2027. This Agreement shall automatically terminate upon the termination of the Agreement between the IDB and Fractal Analytics described in Section One herein.

5. Early Termination. In the event the Agreement between the IDB and Fractal Analysis is terminated early pursuant to the provisions of the said Agreement, then each entity contributing funding shall be reimbursed any unused funds on a pro rata basis.

6. The Parties are independent contractors with respect to the other Parties, and none shall be deemed an employee, agent, partner or legal representative of any of the others for any purpose or shall have any authority to create any obligation on behalf of the other Parties. No party intends to grant any third-party beneficiary rights as a result of this Agreement.

7. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any.

8. This Agreement may be executed in multiple counterparts, each of which shall constitute but one and the same agreement.

9. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the 24th day of April, 2025.

CITY OF HUNTSVILLE, ALABAMA

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

By: _____
Shaundrika Edwards
Its: City Clerk

**THE CITY OF HUNTSVILLE d/b/a HUNTSVILLE
UTILITIES**

By: _____
Its: _____

**THE SOLID WASTE DISPOSAL AUTHORITY OF
THE CITY OF HUNTSVILLE**

By: _____
Its: _____

**THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF HUNTSVILLE**

By: _____
Its: _____

Exhibit A

Consulting Agreement Between the Industrial Development Board
of the City of Huntsville and Fractal Analytics, LLC

**CONSULTING AGREEMENT
BETWEEN THE INDUSTRIAL
DEVELOPMENT BOARD OF THE CITY
OF HUNTSVILLE AND FRACTAL
ANALYTICS, LLC**

STATE OF ALABAMA)
COUNTY OF MADISON)

**CONSULTING AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF HUNTSVILLE AND FRACTAL ANALYTICS, LLC**

THIS AGREEMENT is made and entered into on the ____ day of _____, 2025, by and between the Industrial Development Board of the City of Huntsville, (the "IDB"), and Fractal Analytics, LLC ("Fractal Analytics") an Alabama limited liability company.

WITNESSETH:

WHEREAS, the City of Huntsville (the "City"), Huntsville Utilities ("HU"), Industrial Development Board ("IDB"), the Solid Waste Disposal Authority of the City of Huntsville ("SWDA") (collectively known as the "Sponsoring Entities") all have a mutual interest in implementing a comprehensive strategy to foster innovation and encourage and adapt to the use of emerging technology; and

WHEREAS, Fractal Analytics Project, LLC ("Fractal Analytics"), through its employee Larry Lowe, has the capability to advise the Sponsoring Entities in strategizing and encouraging innovation and the effective use of new technologies; and

WHEREAS, the IDB and Fractal Analytics desire to enter into an agreement wherein Fractal Analytics will provide the services of its employee Larry Lowe to serve as Chief Innovation Officer for the City, HU, IDB and SWDA.

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

1. Scope of Work. The Chief Innovation Officer will be responsible for developing and implementing a comprehensive strategy to foster innovation and leverage technology across the Municipal Government of Huntsville, Huntsville Utilities, IDB, and SWDA. This role will focus on identifying opportunities to enhance the efficiency of governmental operations and improve the delivery of services to the citizens of Huntsville through the strategic insertion of technology and innovative practices. The Chief Innovation Officer will work collaboratively with leadership and staff across all four organizations to cultivate a culture of innovation, evaluate emerging technologies, and drive digital transformation initiatives that lead to tangible improvements in service delivery and operational effectiveness. This position will provide strategic direction to the Huntsville AI Task Force and the Cyber Huntsville Task Force. This role will involve building partnerships and utilizing data analytics to inform decision-making and promote continuous improvement across all entities.

2. Work Location. The workspace for Larry Lowe and any other Fractal Analytics employee performing the Work of this Agreement shall be in Huntsville City Hall in a space designated by the Mayor of the City of Huntsville. Fractal Analytics employees may from time to time be required to work at other locations within the City of Huntsville as directed by the Huntsville Mayor.

3. Work to be Performed During Regular City Business Hours. The work of this Agreement shall be primarily performed during the City of Huntsville business hours Monday through Friday 8:00 a.m. through 5:00 p.m. Work may be required at other times also as directed by the City, HU, IDB and SWDA.

4. Reporting Structure. Larry Lowe and other Fractal Analytics employees performing the Work of the Agreement will primarily report directly to the Mayor of the City of Huntsville. In addition to this primary reporting relationship, the Fractal Analytics Employees will have regularly scheduled meetings with the President/CEO of Huntsville Utilities, IDB, and the Executive Director of the Solid Waste Disposal Authority. Furthermore, there will be quarterly meetings involving the Mayor, the Head of Huntsville Utilities, and the Head of the Solid Waste Disposal Authority to ensure alignment of priorities and progress on strategic objectives across all four agencies.

5. Payment for Services. The IDB shall pay Fractal Analytics an annual sum of Two Hundred and Five Thousand Dollars (\$205,000.00), payable in equal monthly installments of Seventeen Thousand Eighty-Three dollars and 33 cents (\$17,083.33). Fractal Analytics shall invoice the IDB monthly for payment for services rendered pursuant to this Agreement. The IDB will remit payment to Fractal Analytics in a timely manner upon its receipt of an invoice. Because Fractal Analytics is an independent contractor, it is responsible for withholding from payments to be made to its employees any sums for employment related deductions, including but not limited to unemployment insurance, state and federal withholding and employee contributions to employer-provided benefits.

6. Technology and Resources. The City will provide Larry Lowe with the necessary technology and resources to effectively perform the duties and responsibilities of the Chief Innovation Officer. This includes, but is not limited to:

- A laptop computer suitable for performing the required tasks.
- Access to foundation language models, specifically including Google Gemini, Anthropic Claude, and OpenAI ChatGPT, to support innovation initiatives and strategic planning.
- Access to cloud based data analytic environments like Google Cloud Platform (GCP) BigQuery Studio.

Lowe is responsible for using these resources in accordance with the City's policies and applicable laws.

7. Term and Termination. The term of this Agreement shall be for a period of two years commencing on May 1, 2025 and continuing through April 30, 2027.

8. Termination.

a. *Termination by IDB With Cause:* The IDB may terminate Fractal Analytics' engagement at any time for Cause. For the purposes of this Agreement, "Cause" shall include, but not be limited to: (i) a material breach of this Agreement by the Fractal Analytics; (ii) Fractal Analytics' commission of any act of fraud, embezzlement, or other illegal conduct; (iii) Fractal Analytics' or any of its employees or agents' gross negligence or willful misconduct in the performance of their duties; (iv) Fractal Analytics' failure to follow lawful directives of the a Sponsoring Entity; (v) Fractal Analytics' unsatisfactory performance of duties set forth in the Scope of Work, which Fractal Analytics fails to correct within thirty (30) days of notice of said defect by the IDB or the City; or (vi) any other conduct by Fractal Analytics Employee that is materially detrimental to the best interests of the IDB or the Sponsoring Entities. In the event of termination for Cause, Fractal Analytics shall be paid for services rendered up to the date of termination.

b. *Termination by the IDB Without Cause.* The IDB may terminate the contract at any time without cause upon providing thirty (30) days' written notice to Fractal Analytics. In the event of termination without Cause, Fractal Analytics shall be paid for services rendered up to the date of termination.

9. Fractal Analytics acknowledges that during the term of this contract, it will have access to and become acquainted with confidential and proprietary information of the Sponsoring Entities. This Confidential Information may include, but is not limited to, strategic plans, technology roadmaps, operational procedures, financial data, citizen data, political strategies, internal communications, and other non-public information related to the operations and business affairs of the Employer. Fractal Analytics agrees that, both during the term of this Agreement and thereafter, it will:

- Maintain all Confidential Information in strict confidence and will not disclose it to any third party without the prior written consent of the Employer, except as required by law or in the performance of the Work of this Agreement.
- Use the Confidential Information solely for the purpose of performing the Work of this Agreement and for the benefit of the Sponsoring Entities.
- Take all reasonable precautions to protect the Confidential Information from unauthorized access, disclosure, or use.

The obligations of confidentiality under this Section shall not apply to information that:

- Is or becomes publicly known through no wrongful act or omission of the Employee.
- Was rightfully known by Fractal Analytics or its employees prior to the commencement of the term of this Agreement and was not subject to any prior confidentiality obligation.

- Is required to be disclosed by law, regulation, or court order, provided that Fractal Analytics provides the relevant Sponsoring Entity with prompt notice of such requirement to allow the Sponsoring Entity to seek a protective order or other appropriate remedy.

Upon termination of this Agreement for any reason, Fractal Analytics shall promptly return to the Sponsoring Entities all documents, data, and other tangible or electronic materials containing Confidential Information that are in Fractal Analytics' possession or control.

Fractal Analytics acknowledges that any breach of this Confidentiality Section may cause irreparable harm to the Sponsoring Entities, and that the Sponsoring Entities shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity. The obligations under this Section shall survive the termination of this Agreement.

10. This agreement constitutes the entire agreement between the parties.

11. This agreement shall be governed by the laws of the State of Alabama without regard to its conflict of laws rules or statutes. 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.

12. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF HUNTSVILLE

By: _____

Its: _____

FRACTAL ANALYTICS, LLC

By: _____

Its: _____