

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF DENTON APPROVING THE CITY’S PARTICIPATION IN THE AAMTEX, LLC, NORTH TEXAS SHARED AIRSPACE IMPLEMENTATION, AN EVALUATION, TECHNOLOGY DEVELOPMENT, AND RULEMAKING PROCESS FOR IMPROVING THE COORDINATION AND INTERVISIBILITY OF COMMERCIAL AND PUBLIC SAFETY UNCREWED AERIAL SYSTEMS (UAS) “DRONES” IN THE NATIONAL AIRSPACE SYSTEM (NAS); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, due to the proliferation of Unmanned Aircraft Systems (UAS) (commonly referred to as “drones”) for use by the public, commercial enterprises, and public safety agencies, the need has arisen for a web-based deconfliction and airspace management system (UTM) for the operation of UAS below 400 ft above ground level; and

WHEREAS, NASA completed the development and testing phase of the introduction of a UTM between 2015 and 2019; and

WHEREAS, the next phase for the standardization and fielding of UTM across the U.S. is the FAA-backed UTM Key Site Operational Evaluation (“Key Site”) which has been running since 2024 in the North Dallas/Fort Worth area; and

WHEREAS, lessons learned in Key Site are informing standards and regulations for widescale commercial and public safety use of small UAS at beyond visual line-of-sight ranges with competing air traffic; and

WHEREAS, there are currently nine Key Site participants, each acting as a UAS Service Supplier (USS) to assure interoperability with other UAS operators; and

WHEREAS, each USS must themselves operate and partner with an active drone operator, such as the City of Denton Police and Fire Departments, to provide a real-world operational evaluation of the USS concept and guide the deployment of UTM nationwide; and

WHEREAS, a Key Site has a special taskforce to support the needs and requirements of public safety, with its prioritization and security concerns, and the City’s engagement and insights will benefit this effort; and

WHEREAS, this program provides commercial and public safety drone operators with deconfliction and air domain awareness of low level manned and unmanned aircraft operations in the area of interest, monitors conformance of flights within the reserved areas, and notifies other operators should aircraft stray outside of their indicated airspace; and

WHEREAS, Key Site provides a secure record of interactions between the USS and the City and a history for post-flight analysis and auditing purposes; and

WHEREAS, AAMTEX, a Texas Limited Liability Corporation, which is an approved USS by the FAA, is looking to partner with the City’s Police and Fire Departments to further the following operational concepts as part of the Key Site program:

1. UTM intervisibility of Public Safety and commercial drone operations

2. UTM prioritization of Public Safety missions
3. UTM integration with Drone as a First Responder (DFR) procedures
4. DroneSense interoperability with UTM
5. Live weather feed input to live flight mission planning and monitoring
6. Manned-Unmanned Teaming (MUMT) operational improvements
7. Common Operating Picture (COP) and coordination improvements
8. Data Retention and analysis process improvements

WHEREAS, AAMTEX adheres to accepted industry standards for quality assurance, cybersecurity, and privacy; and

WHEREAS, the Denton Police and Fire Departments will not share any information with AAMTEX other than geodata regarding the deployment of UAS by the Police and Fire Departments (no video or information other than geodata obtained by a Denton UAS will be accessible to or shared with AAMTEX); and

WHEREAS, the goal of this no-cost operational partnership is to allow the City to have significant input into the federal roll-out of the UTM-based management of the lower airspace structures, and to be among the first public safety entities actively participating in the nationwide UTM system with other live commercial operators; and

WHEREAS, to participate in Key Site, the FAA requires that the City enter into a Memorandum of Understanding (MOU) with AAMTEX in the form of Exhibit “A”; NOW THEREFORE

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The City of Denton Police and Fire Departments are authorized to participate in Key Site with AAMTEX as set forth in the MOU in the form of Exhibit “A” attached hereto.

SECTION 2: If any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgement shall not affect, impair, or invalidate the remaining provisions of this Resolution and the remaining provisions of this Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 3: That this Resolution shall become effective immediately upon its passage and approval.

The motion to approve this resolution was made by \_\_\_\_\_ and seconded by \_\_\_\_\_; the resolution was passed and approved by the following vote [\_\_\_\_ - \_\_\_\_]:

|                         | <b>Aye</b> | <b>Nay</b> | <b>Abstain</b> | <b>Absent</b> |
|-------------------------|------------|------------|----------------|---------------|
| Gerard Hudspeth, Mayor  | _____      | _____      | _____          | _____         |
| Vicki Byrd, District 1: | _____      | _____      | _____          | _____         |

|                                          |       |       |       |       |
|------------------------------------------|-------|-------|-------|-------|
| Brian Beck, District 2:                  | _____ | _____ | _____ | _____ |
| Suzi Rumohr, District 3:                 | _____ | _____ | _____ | _____ |
| Joe Holland, District 4:                 | _____ | _____ | _____ | _____ |
| Brandon Chase McGee<br>At Large Place 5: | _____ | _____ | _____ | _____ |
| Jill Jester, At Large Place 6:           | _____ | _____ | _____ | _____ |

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
INGRID REX, INTERIM CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Michael L. Craig

## Exhibit A

### MEMORANDUM OF UNDERSTANDING BETWEEN \_\_\_\_\_, AND AAMTEX, LLC, A SERVICE PROVIDER TO PARTICIPATE IN THE NORTH TEXAS SHARED AIRSPACE IMPLEMENTATION

This Memorandum of Understanding ("MOU") sets forth the responsibilities of the \_\_\_\_\_ ("Public Operator") and AAMTEX, LLC, ("Provider") in support of the North Texas Shared Airspace Implementation ("Key Site").

#### I. PURPOSE

The purpose of this MOU is to enable Public Operators that fly Unmanned Aircraft Systems ("UAS") to participate in Key Site airspace deconfliction with Commercial UAS Operators ("Industry") by using the Provider's UAS Traffic Management Services ("UTM Services") as Industry begins to conduct routine beyond-visual-line-of-sight flights.

#### II. TERM

The MOU will commence upon signing of both parties and have an initial term of one year ("Initial Term"). Upon expiration of the Initial Term, the MOU shall automatically renew for an additional one-year term, unless terminated in the manner set forth below. The terms of this MOU shall remain in force during the Renewal Term(s).

#### III. TERMINATION

Either party to this MOU may terminate it, along with the rights and duties imposed under this MOU during the Initial Term or Renewal Term by providing 10 working days written notice of termination to the other party hereto.

#### IV. RECITALS

WHEREAS the Provider is established under the auspices of applicable Texas corporate and business law, and desires to partner with the Public Operator for the provision of UTM Services under the Provider's Key Site agreement with Industry.

WHEREAS the Provider is a Texas limited liability corporation established to provide the UTM Services described in this MOU, the Provider desires to provide UTM Services at no cost to the Public Operator.

NOW THEREFORE, the Public Operator and Provider have entered into this MOU, whereby the Provider will provide UTM Services to the Public Operator in support of Key Site coordination activities with Industry during the Initial or Renewal Term.

#### V. UNDERTAKING OF THE PARTIES

The Provider will work with the Public Operator, Industry and other stakeholders to determine integration alternatives for the Public Operator into the Key Site program.

The Public Operator and the Provider ("Parties") will develop a UTM Service Supplier Operator Agreement ("Agreement") that supports Key Site activities, meets the Public Operator's requirements and addresses Industry concerns.

Attachment 1 provides a list of Roles and Responsibilities from the *UTM Service Provider Data Sharing and Governance Agreement in the United States* ("Key Site Agreement") that the Key Site asks Providers and Public Operators to fulfill under the Agreement.

The Parties will coordinate to manage Key Site activities. Typical activities would include:

- Securely and appropriately sharing data to coordinate UAS operations in shared airspace and manage airspace usage conflicts among Public Operators and Industry
- Proactively monitoring and managing conformance to mutually agreed requirements
- Supporting Key Site governance including technical and operations committees

The Provider will provide secure UTM Services and software for installation on Public Operator's devices, train users, and develop code as necessary to integrate with Public Operator missions, at no cost.

Public Operator will provide devices for installation and UTM Service use, and the Public Operators will endeavor to use the UTM Services and software whenever possible.

Public Operator will provide input and feedback regarding the UTM Services and software, airspace deconfliction through Key Site coordination, and suggest improvements for the benefit of other Public Operators.

**The Parties further agree that:**

The City, under the Texas Constitution Article XI, Section 7 shall provide no indemnification of Provider.

This MOU shall be governed under Texas law. Venue for any litigation of any dispute, claim or controversy arising out of or as a result of this MOU lie exclusively in Denton County, Texas.

The Parties agree to first engage in alternative dispute resolution prior to resorting to any further legal action.

Each person who signs this MOU below on behalf of a party hereto declares that he or she has the capacity and authority to bind the party on whose behalf he or she signs.

If any term of this MOU is deemed to be unlawful or otherwise unenforceable, the offending term shall be severed from the MOU and the remaining terms shall remain in effect.

**VI. AGREED**

|                              |          |
|------------------------------|----------|
| <b>AAMTEX, LLC, PROVIDER</b> | <b>X</b> |
| By: Eric Adams               | By:      |
| Title: Founder/Lead Engineer | Title    |
| Date:                        | Date:    |

## **Attachment 1**

### **UTM Service Provider & Operator Roles & Responsibilities**

The following Provider and Operator Roles & Responsibilities are acknowledged and agreed to for participation within the Key Site Operational Evaluation.

#### **UTM Service Provider:**

The Provider will provide the following to the Operator:

1. A Service Description Document (SDD) outlining UTM Service Supplier (USS) services
2. Access to a web-based software package, FireFly UTM by AAMTEX
3. A Discovery & Synchronization Service (DSS) for Inter-USS operations
4. Operator with a support channel for any USS-related issues
5. Audit or regulatory support to Operator
6. Incident & accident reporting data upon request
7. Monitoring and reporting on USS performance & availability
8. Communications procedures for Operators during normal and degraded USS usage
9. Mutually-agreed procedures to ensure integrity during software upgrades
10. Adherence to ISO Standards 27001, 27701, and 9001 governing Security, Privacy, and Quality of Service

#### **Operator:**

The Operator will provide the following to the Provider:

1. Utilize the USS to the maximum extent during Operator's own UAS flights
2. Provide operational evaluation data to both the Provider and designated FAA/NASA elements
3. Provide feedback on software performance and any flight-related safety issues to both the Provider and designated FAA/NASA elements
4. Conduct flight operations in accordance with the applicable SDD.
5. Provide relevant operational data (e.g., position data) per USS API specifications.
6. Adhere to USS specifications regarding standards (e.g., API, data feed formats).
7. Comply with Data Privacy terms substantially the same as the Key Site UTM Service Provider Agreement
8. Provide and maintain sufficient levels of security with respect to USS utilization
9. Process any Shared Data received or having access to, solely as necessary to strategically coordinate among other UAS operating in the same area, and as otherwise necessary for the Operator to comply with applicable aviation laws and regulations.
10. Authorize the appropriate access to, and use of USS data as part of the USS standards development process.
11. Agree to not sell, transfer, or disclose USS data to a third party or permit a third party to access or otherwise use.
12. Agree to communications procedures with Provider during normal and degraded USS usage.
13. Develop mutually-agreed procedures to ensure integrity during software upgrades