

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF AUSTIN AND THE UNIVERSITY OF NORTH TEXAS FOR THE
COLLABORATIVE RESEARCH ON USE OF ROBOTICS IN EMERGENCY
RESPONSE

This Interlocal Agreement (“Agreement”) is made by and between University of North Texas (“UNT”) and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas acting by and through its duly authorized City Manager, or designee (“the City”).

Recitals

WHEREAS, the City and UNT recognize the public safety benefit of using robots, especially unmanned aerial vehicles (UAV), in emergency situations such as wildfires, floods, hazard material spills, tornadoes, structure fires, or other natural or man-made disasters; and

WHEREAS, the City and UNT recognize the public safety benefit of using robots, especially UAV’s, for land management and the preservation of natural resources; and

WHEREAS, the City and UNT recognize that robotics, especially UAV’s, have access to areas otherwise inaccessible to emergency vehicles; and;

WHEREAS, the City and UNT have a mutual interest in protecting life, property and natural resources from wildfires and other emergency situations; and

WHEREAS, to meet these responsibilities safely and efficiently the City and UNT wish to enter into an agreement to evaluate emerging robotic technologies, specifically UAV’s; and

WHEREAS, UNT Professors Yan Wan and Shengli Fu are the leaders for the Aerial Communication Infrastructure (“ACI”) research group;

NOW, THEREFORE, in consideration of all of the foregoing, the parties agree as follows:

I. Purpose

The purpose of this agreement is to institute a framework of cooperation to investigate the practicality of utilizing state-of-the-art robotic technologies for emergency response, including Unmanned Aerial Vehicles (UAVs) to provide on-demand communication capabilities when disaster strikes. Both parties will provide mutual support and assistance in evaluating the benefits of these technologies. These applications could generate opportunities for enhancing multi-agency coordination. The parties understand that the resources available from the City under this agreement are limited to the Austin Fire Department.

II. Authority

This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code.

III. Statement of Mutual Benefit

The benefits of state-of-the-art robotic technologies during a disaster allows for immediate feedback. For instance, the fast deployment of UAV-carried on-demand communication infrastructure expedites emergency response operations. The on-demand communication infrastructure that does not rely on existing infrastructures and backbone services are expected to assist first responders in collecting and sharing disaster information and coordinating their operations in real-time. Emerging technologies, including the use of robotics and UAV's have been demonstrated in other municipalities, states, and countries, of assisting the fire service in emergencies. UNT possesses expertise in robotics and UAV-carried on-demand communication infrastructure as the representatives of the Aerial Communication Infrastructure group. This Agreement will allow the Austin Fire Department to evaluate the benefit of robotics in the delivery of its public service mandate and allow UNT to further evaluate and refine its scholarly research and development in the use of UAVs in the fire service and other public safety related fields. Examples for these evaluation and scholarly research include field testing, performance measurements, and participation in exhibitions organized by federal and state agencies

IV. Responsibilities of UNT

To the extent that UNT, in its sole discretion, determines that funding and personnel are available:

- A. UNT shall provide expertise, technical support, software, and hardware (robotics including UAV's) for the implementation and performance of this Agreement.
- B. UNT shall be responsible for its costs associated with this Agreement.
- C. UNT shall provide staff necessary for the implementation and performance of this Agreement.
- D. UNT shall retain ownership of all data collected during this Agreement but shall share that data with the City at no cost to the City, upon request.
- E. UNT shall provide training related to their software and hardware to City personnel necessary to implement and perform this Agreement.
- F. UNT shall comply with all Federal Aviation Administration regulations regarding the use of robotics, especially the use of UAV's.

V. Responsibilities of the City

- A. The City shall be responsible for its costs associated with this Agreement.
- B. The City shall provide sufficient staff necessary for the implementation and performance of this Agreement.
- C. The use of robotics, especially UAV's shall be at the direction of the City.
- D. The City shall establish an operations plan with UNT that includes but is not limited

- to the parameters of the use of UAV's over populated areas of the City.
- E. The City, at no additional cost to UNT, shall include the appropriate UNT personnel in relevant training classes and exercises.
 - F. The City shall provide UNT with current listings, including prices, of personal protection equipment required by the City for training and incident response.
 - G. The City shall comply with all Federal Aviation Administration regulations regarding the use of robotics, especially the use of UAV's.

VI. Term, Termination

- A. This Agreement shall be effective from and after the date of execution by all parties and shall automatically renew annually on the effective date of the initial term for up to four (4) additional 12-month terms unless terminated by either party as provided for in Section VI.(B).
- B. Either party upon 30 days written notice to the other Party may terminate this Agreement.

VII. Special Provisions

- A. Liability. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- B. Compensation. UNT and the City are only responsible for the compensation and benefits of their respective employees participating in this Agreement, including but not limited to workers compensation benefits.
- C. It is expressly understood and agreed that the entering into and execution of this Agreement does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to a party against third party claims arising from activities performed under this Agreement.
- D. Funding. This Agreement is neither a fiscal nor a funds obligation document. Both UNT and the City will provide for compensation of their own employees, operate, and maintain their own equipment. Any expenditure of resources must be from current revenues available to the paying party.
- E. Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the City Manager of the City of Austin and by an Authorized Official at the University of North Texas.
- F. Non-Exclusivity. This Agreement does not create and should not be regarded as an exclusive arrangement between the parties.
- G. Review. The Parties shall review their experiences in implementing this Agreement near the end of the Agreement's term and may make any modifications they deem necessary, may terminate the Agreement as provided for in Section VI(B), or the Agreement will automatically renew as provided for in Section VI(A).
- H. No partnerships. This Agreement shall not make or be deemed to make any party to this Agreement an agent for or the partner of any other party.

- I. Attorney Fees. If any action at law or equity including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each party to the litigation shall bear its own attorney's fees and costs.
- J. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.
- K. Contact. Principal contacts for the parties are as provided in this section. Notices or requests for assistance under this Agreement shall be in writing, and may be delivered personally; or sent by overnight courier service with written verification of receipt; or U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid; or confirmed facsimile transmission; or confirmed email transmission. If sent to the parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of the parties for all purposes shall be:

City of Austin:

Austin Fire Department
Richard Davis, Assistant Chief
4201 Ed Bluestein Blvd.
Austin, TX 78721
Phone: 512-974-0133
FAX: 512-974-0141

And:

Anne L. Morgan
City Attorney
City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767-1088
Phone: 512-974-2177
FAX: 512-974-2894

University of North Texas:

Julie Satagaj, Senior Contracts Officer
Office of Grants & Contracts Administration
University of North Texas
1155 Union Circle #305250
Denton, TX, 76203-5017

With Copy to:

Shengli Fu, Ph.D.
Chair, Department of Electrical Engineering
University of North Texas
3940 North Elm Street, B276
Denton, TX 76207-7102
Phone: 940-891-6942
FAX: 940-891-6881

WHEREFORE, premises considered, this Interlocal Agreement is executed and becomes effective on the date the last signatory affixes his/her signature.

CITY OF AUSTIN

By: _____ Date: _____
Rey Arellano
Assistant City Manager

UNIVERSITY OF NORTH TEXAS

By: _____ Date: _____
Dr. Thomas McCoy
Vice President for Research and Economic Development

RECOMMENDED APPROVAL:

By: _____ Date: _____
Dr. Shengli Fu
Chair, Department of Electrical Engineering

APPROVED AS TO FORM:

By: _____ Date: _____
Michael L. Cronig
Assistant City Attorney
City of Austin
Law Department