

INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE  
UNIVERSITY OF TEXAS COCKRELL SCHOOL OF ENGINEERING ON AERIAL  
ROBOTICS EDUCATION AND RESEARCH IN SUPPORT OF FIRE AND WATER  
SEARCH AND RESCUE

This Interlocal Agreement (“Agreement”) is made by and between the Cockrell School of Engineering (CSE) at the University of Texas at Austin, a member of The University of Texas System, an agency of the State of Texas 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 CSE have a mutual interest in education and research on safe and effective use of robotic technologies, especially unmanned aerial vehicles and systems (UAV/S)

WHEREAS, the City and CSE have a mutual interest in research and development on robotic technologies, especially UAV/S, for emergency situations such as wildfires, floods, hazard material spills, tornadoes, structure fires, or other natural or man-made disasters; and

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

WHEREAS, to meet the above mutual interests the City and CSE wish to enter into an agreement to conduct joint research and demonstrate safe and effective use of emerging robotic systems and technologies, specifically on UAV/S; and

WHEREAS, Professor Noel Clemens as the Chairman Department of Aerospace Engineering and Engineering Mechanics ("ASE/EM") represents CSE;

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 conduct research and public demonstrations on safe and effective use of UAV/S and other robotic technologies during real or simulated public emergencies. Both parties will provide mutual support and assistance in evaluating the benefits of UAV/S research and demonstrations. The parties understand that the resources available from the City under this agreement are limited to the Austin Fire Department and from UT are limited to CSE.

## 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 UAV/S research and demonstrations to promote safe application of UAV/S systems and technologies in support of search and rescue operations provide a mutually beneficial experience accelerator for the City as a public safety provider and for CSE as research and education provider. UAV/S's are expected to enhance the way emergency response teams operate during disastrous situations. Emerging research and technologies, including the use of robotics and UAV/S have been demonstrated in other municipalities, states, and countries, for assisting the fire service in emergencies. The CSE possesses expertise in research and development in the field of mobile robotics and aerial robotics. This Agreement will allow the Austin Fire Department to evaluate the benefits of demonstrating safe and effective use of aerial robotics and conducting research in support of its public service mandate. The Agreement will allow CSE to further evaluate and refine its scholarly research and education on the use of robotics in other public safety and related fields.

## IV. Statement of Cooperative Planning and Performance

The activities conducted under this agreement will be mutually planned, agreed and performed on a best effort basis by each party within each party's constraints on resources, equipment, personnel and schedule. The parties shall mutually consult, plan and agree on specific demonstrations and research to be conducted under the agreement on an annual basis to include a schedule of agreed events. The baseline plan will consist of two (2) public demonstrations annually in which ASE/EM students under faculty supervision will demonstrate UAV/S capabilities to perform simulated search and rescue operations in support of public safety objectives. Included in the demonstrations will be mutually agreed research objectives and expected outcomes. The City will observe the demonstrations and provide feedback on operational utility and public safety issues. Research results will be mutually shared and will be available to both parties for publication and/or public release at their discretion. Additions to or deletions from the baseline plan will be documented in an addendum to this agreement.

## IV. Responsibilities of CSE

- A. CSE shall provide educational materials, expertise, technical support, and hardware/software required to accomplish their part of the mutually agreed research and demonstration objectives including UAV/S required by ASE/EM to implement their performance of this Agreement.

- B. CSE shall be responsible for its costs associated with this Agreement.
- C. CSE shall provide sufficient staff necessary for the implementation and performance of its part of this Agreement.
- D. CSE shall retain ownership of all of its data collected during this Agreement but shall share such data with the City at no cost to the City, upon request.
- E. CSE shall provide training to City personnel as necessary to implement CSE's research and demonstration objectives under this Agreement.
- F. CSE shall comply with Federal Aviation Administration regulations regarding the safe use of UAV/S appropriate to location and regulatory basis for the operations.
- G. CSE, at no additional cost to the City, shall include the appropriate City personnel in relevant training classes and exercises.

#### V. Responsibilities of the City

- A. The City shall provide educational materials, expertise, technical support, and hardware/software required to accomplish their part of the mutually agreed research and demonstration objectives including UAV/S required by the City to implement their performance of this Agreement.
- B. The City shall be responsible for its costs associated with this Agreement.
- C. The City shall provide sufficient staff necessary for the implementation and performance of its part of this Agreement.
- D. The City shall retain ownership of all of its data collected during this Agreement but shall share such data with the CSE at no cost to CSE, upon request.
- E. The City shall provide training to CSE personnel as necessary to implement the City's research and demonstration objectives under this Agreement.
- F. The City shall comply with Federal Aviation Administration regulations regarding the safe use of UAV/S appropriate to location and regulatory basis for the operations.
- G. The City, at no additional cost to CSE, shall include the appropriate CSE personnel in relevant training classes and exercises.

#### 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 60 days written notice to the other Party may terminate this Agreement.

#### VII. Special Provisions

- A. Liability. The Party that would have been responsible for furnishing the services in the absence of this Agreement is responsible for any civil liability that arises from the furnishing of those services.
- B. Compensation: CSE 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 CSE 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 the Dean of CSE.
- 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. Venue. Venue for any cause of action arising under this Agreement shall be Travis County, Texas.
- K. 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.
- L. 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 given by hand delivery, E-mail, U.S. mail, or telecopy (facsimile). 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 Texas Aerospace Engineering and Engineering Mechanics  
Department:**

Professor Noel Clemens, PhD  
Chairman, Aerospace Engineering and Engineering Mechanics  
Cockrell School of Engineering  
University of Texas at Austin  
W.R. Woolrich Laboratories  
C0600, 210 East 24<sup>th</sup> Street  
Austin, TX 78712-1211  
Phone: 512-471-7593  
FAX: 979-458-7347

**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: \_\_\_\_\_  
Rey Arellano  
Assistant City Manager

Date: \_\_\_\_\_

**Cockrell School of Engineering**

By: \_\_\_\_\_  
Dr. Sharon L. Wood  
Dean

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Michael L. Cronig  
Assistant City Attorney  
City of Austin  
Law Department

Date: \_\_\_\_\_