

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF AUSTIN AND THE TEXAS A & M ENGINEERING EXPERIMENT
STATION FOR THE USE OF ROBOTICS IN THE AUSTIN FIRE DEPARTMENT

This Interlocal Agreement (“Agreement”) is made by and between Texas A&M Engineering Experiment Station, a member of The Texas A & M University System, an agency of the State of Texas (“TEES”) 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 TEES 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 TEES 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 TEES recognize that robotics, especially UAV’s, have access to areas otherwise inaccessible to emergency vehicles; and;

WHEREAS, the City and TEES 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 TEES wish to enter into an agreement to evaluate emerging robotic technologies, specifically UAV’s; and

WHEREAS, TEES Professor Robin Murphy is the Team Leader and represents the Center for Robotic-Assisted Search and Rescue (“CRASAR”);

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 Unmanned Aerial Vehicles (UAV) and other robotics during emergency response. Both parties will provide mutual support and assistance in evaluating the benefits of unmanned aerial vehicles. 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 unmanned aerial vehicles during a disaster allows for immediate feedback. UAV are expected to enhance the way emergency response teams operate during disastrous situations. 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. TEES possesses expertise in the robotics field as the representative of the Center for Robotic-Assisted Search and Rescue. This Agreement will allow the Austin Fire Department to evaluate the benefit of robotics in the delivery of its public service mandate and allow TEES to further evaluate and refine its scholarly research and development in the use of robotics in the fire service and other public safety related fields.

IV. Responsibilities of TEES

To the extent funding and personnel are available:

- A. TEES shall provide all expertise, technical support, software, and hardware (robotics including UAV's) necessary for the implementation and performance of this Agreement.
- B. TEES shall be responsible for its costs associated with this Agreement.
- C. TEES shall provide sufficient staff necessary for the implementation and performance of this Agreement.
- D. TEES 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. TEES shall provide any training to City personnel necessary to implement and perform this Agreement.
- F. TEES 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 TEES 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 TEES, shall include the appropriate TEES personnel in relevant training classes and exercises.

- F. The City shall provide TEES with current listings, including prices, of personal protection equipment required by the City for training and incident response.

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. This Agreement may be terminated by either party upon 60 days written notice to the other Party.

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: TEES 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 TEES and the City will provide for compensation of their own employees and 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 Deputy Director of TEES.
- 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 Brazos 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, 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:

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

Texas A & M Engineering Experiment Station:

Robin R. Murphy, PhD IEEE Fellow
Director, Center for Robot-Assisted Search and Rescue
Texas A & M University
1470 William D. Fitch Parkway
College Station, TX 77845-4645
Phone: 979-845-8737
FAX: 979-458-7347

And:

Mark Andrews
Innovation & Contracts
Texas A&M Engineering Experiment Station
1470 William D. Fitch Parkway
College Station, TX 77845-4645

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: _____
Michael C. McDonald
Deputy City Manager

TEXAS A & M ENGINEERING EXPERIMENT STATION

By: _____ Date: _____
Dr. Dimitris Lagoudas
TEES Deputy Director

RECOMMENDED APPROVAL:

By: _____ Date: _____
Robin R. Murphy
Director, Center for Robot-Assisted Search and Rescue

APPROVED AS TO FORM:

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

DRAFT