

SCHOOL-CITY PARTNERSHIP AGREEMENT ON PUBLIC SAFETY DRONE INFRASTRUCTURE

This Agreement made and entered into this _____ day of _____, 2025, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation, hereinafter referred to as "City", and, the BOARD OF EDUCATION OF MOLINE – COAL VALLEY SCHOOL DISTRICT NO. 40, a body politic and corporate, hereinafter referred to as "School Board" or "District".

WITNESSETH:

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards have control of school property and are responsible for pupil and staff safety; and

WHEREAS, Art. VII, § 10, Ill. Const. provides that school districts and cities may contract to share any power not prohibited by law; and

WHEREAS, the City, with a population greater than 25,000, has plenary police powers pursuant to Art. VII, § 6(a), Ill. Const.; and

WHEREAS, both the School Board and the City believe that installing an exterior police drone and dock will increase pupil and staff safety and will benefit the community public safety in a three-mile radius of Moline High School; and

WHEREAS, the City is willing to install such equipment at its expense if the School Board permits such access.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow, the parties hereto agree as follows:

Article I. Purpose.

The purpose of this Agreement is to establish the terms and conditions under which the City of Moline Police Department will place and operate a Skydio drone and automated docking station on the rooftop of Moline High School, located at 3600 Avenue of the Cities, Moline, Illinois, to support public safety operations in the area. Furthermore, the purpose of this Agreement is to establish certain operational guidelines, termination rights, and division of liability.

Article II. Term.

The term of this Agreement is from August 1, 2025, to July 31, 2030, and can be extended by mutual agreement.

Article III. Termination Rights.

3.1 Either party may terminate this Agreement for cause upon ninety (90) days written notice delivered to the other party. "For cause" is defined for purposes herein as written notice of deficiency which deficiency is not corrected to the mutual satisfaction of both parties within fifteen (15) days after receipt of such notice.

3.2 Either party may terminate this Agreement without cause upon ninety (90) days written notice delivered to the other party.

3.3 Termination of this Agreement under either 3.1 or 3.2 shall not relieve either party of any obligation incurred up to and including the date of termination.

Article IV. City's Duties.

4.1 The City will furnish and install a Skydio drone and automated docking station ("Equipment") on the roof of Moline High School, 3600 Avenue of the Cities, Moline.

4.2 The City shall be solely responsible for all costs, including: purchase of the drone and dock, installation of the Equipment, electrical work and internet cabling necessary for functionality, and ongoing maintenance, repair, or replacement of the Equipment.

4.3 Following the installation of the Equipment, the City shall be responsible for maintaining the Equipment for the duration of the term.

4.4 At the conclusion of the term, the City shall promptly remove the Equipment from the property and restore the roof to its condition as it was prior to installation, or request an extension of the term. Should the District need to access the roof for repair or replacement where the Equipment is located, the City shall immediately move the Equipment upon request from the District.

4.5 The City shall ensure that operation of the Equipment complies with all federal, state, and local laws, including FAA regulations, and privacy rights under the Illinois Constitution and the Fourth Amendment. Any drone use involving surveillance, audio, or visual recording shall be conducted only under a valid legal basis, including but not limited to exigent circumstances or judicial warrant, as may be required.

Article V. School Board Duties.

5.1 The District agrees to provide roof access to the City and its authorized contractors for the purposes of installation, inspection, maintenance, servicing and eventual removal of the Equipment.

5.2 The District consents to allow access for the physical network connections required from the automated docking station ("Equipment") to the City of Moline's dedicated backbone switch located in room D100 of the Moline High School. This switch is managed solely by Geneseo Communications and the City of Moline's IT Department. The City of

Moline is responsible for all network cabling, switch configuration (via Geneseo Communications), and any additional data monthly charges as determined by Geneseo Communications. Data captured by the drone is the exclusive property of the Moline Police Department and will not be transmitted to the District's network at any point.
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Article VI. Ownership.

6.1 All Equipment installed pursuant to this Agreement shall remain the sole property of the City of Moline Police Department.

6.2 Any data captured by the drone is the exclusive property of the Moline Police Department for public safety use only and will follow retention set forth by laws of the State of Illinois and policy of the Moline Police Department.


Article VII. Miscellaneous

7.1 . Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all claims and demands, and resulting damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever arising from the negligent or willful and wanton acts of such indemnifying party's officers, employees, and agents. The City further agrees to indemnify, defend, and hold harmless the District, its officers, agents and employees, for any and all claims and demands, and resulting damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever arising from the use of the Equipment. Whenever a demand or suit is made or filed against the beneficiary of such duty to defend, indemnify, and hold harmless, that party shall promptly notify in writing the burdened party of such demand or suit and such burdened party shall promptly notify the benefited party of the name of the individual assigned to handle and defend such demand or suit

7.2 Any change to this Agreement shall be in writing and approved by the governing bodies of both parties. The Chief of Police and the designated School Board representative may, however, approve non-substantive changes, i.e., matters not affecting the daily charge, the billing cycle, or the scope of authority, by reducing same to writing and executing same for the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized agents to sign and seal, if any, these presents the day and year first above written.

MOLINE-COAL VALLEY
SCHOOL DISTRICT NO. 40

By  _____
Board President

CITY OF MOLINE, ILLINOIS
a Municipal Corporation

By _____
Mayor

Attest:



Secretary

Attest:

City Clerk