



## MEMORANDUM OF AGREEMENT

Between Louisville/Jefferson County Metro Government and Jefferson County Public Schools regarding placement of Drone as First Responder ("DFR") Docks on JCPS Facilities. This Memorandum of Agreement (MOA) is entered into by and between Louisville/Jefferson County Metro Government (LMG) and Jefferson County Public Schools (JCPS), collectively referred to as the "Parties."

### 1. Purpose

- The purpose of this MOA is to establish a collaborative framework under which LMG may place and operate DFR docks on designated JCPS facilities to enhance public safety, emergency response capabilities, and situational awareness.

### 2. Scope of Agreement

- LMG will install, maintain, and operate DFR docks on the JCPS-owned properties selected pursuant to Section 3. Site Selection and Approval (hereinafter, "Approved Location").
- JCPS will provide LMG access to the Approved Location for the installation and operation of the docks, subject to site-specific evaluations and administrative approvals.
- All drones and DFR docks will be solely owned and used by LMG.

### 3. Site Selection and Approval

- LMG will provide JCPS with proposed site selections based on strategic public safety needs, drone coverage optimization, and facility suitability. JCPS will review and approve proposed locations prior to LMG's installation of a DFR dock on the Approved Location. Approval of proposed sites is at the discretion of JCPS.
- Any modifications to JCPS property will be subject to JCPS facilities management protocols.

### 4. Responsibilities of LMG

- Procure, install, and maintain all DFR dock equipment.
- Ensure compliance with FAA regulations and local ordinances.
- Provide JCPS with emergency contact information.
- Coordinate with JCPS regarding any maintenance access needs.
- Submit any planned modification of JCPS property to JCPS facilities for review.
- Cover all initial infrastructure costs associated with connecting the DFR dock to power and network sources.
- Provide payment to JCPS as provided in section 6.
- After receiving approval from JCPS Facilities, install DFR dock(s) at an Approved Location in a non-invasive manner that does not penetrate roofing materials or compromise the building envelope.

## **5. Responsibilities of JCPS**

- Provide and facilitate unaccompanied access to Approved Location for installation and maintenance.
- Provide access to 220V electrical power at each Approved Location.
- Provide network access to the internet for DFR dock connectivity.
- Review and in accordance with JCPS policies and state law, approve any contractors selected by LMG to perform installation or infrastructure work.
- Facilitate any approved contractor with the installation or infrastructure work, including any JCPS facilities management protocols.
- Notify LMG of any planned construction or changes that may affect DFR dock operations.
- Provide LMG with an annual estimate of power usage as provided in section 6.
- Provide contact for coordination of 24-hour access for dock issues and maintenance.

## **6. Payment**

- JCPS will provide LMG with an annual estimate of power usage cost for the DFR docks located on JCPS property. This estimate will be calculated in accordance with Section 7 and submitted to LMG by June 1st of each year.
- LMG will review the estimate and upon confirmation will submit payment for the annual estimate of power usage cost to JCPS within thirty (30) days of receiving the estimate.

## **7. Basis of Calculation for Annual Estimate of Power Usage Cost**

- Dock Power Consumption: JCPS will use the manufacturer-provided specifications for average annual power consumption of each DFR dock (as provided by Skydio or its successor).
- Local Energy Rate: For each approved location, JCPS will use the most recent twelve (12) months of utility bills to determine the average cost per kilowatt-hour (kWh) based on whichever meter and rate schedule the DFR dock receives its power.
- Formula: Annual Estimate of Power Usage Cost = Annual kWh consumption per dock x Average cost per kWh

## **8. Data and Privacy**

- LMG will ensure that drone operations respect student and staff privacy.
- Any data collected will be used solely for public safety and emergency response purposes or as otherwise required by law.
- LMG will ensure that drones do not record on JCPS property unless the JCPS property is the destination for an emergency response.
- JCPS will not be responsible for data management or drone operation.
- All data collected will be solely owned and maintained by LMG.

**9. Liability and Insurance**

- LMG shall maintain appropriate insurance coverage for drone operations and equipment.
- JCPS shall not be held liable for any damages or injuries resulting from drone operations,
- JCPS will not be liable for any damages to the drone or DFR dock unless caused by JCPS's, including its employees', agents' and successors' in interest willful or negligent actions.

**10. Term and Termination**

- This MOA shall be effective upon signature by both Parties and remain in effect for a period of three (3) years, unless terminated earlier by either Party with thirty (30) days written notice.
- The MOA may be renewed or amended upon mutual agreement.

**11. Miscellaneous**

- This MOA does not create any legal partnership or agency relationship between the Parties.
- Any disputes arising under this MOA shall be resolved through good faith negotiations.
- The MOA represents the entire agreement and understanding of the parties with respect to the subject matter set forth herein and supersedes any other oral or written agreements between the parties relative thereto.
- This MOA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this MOA as of the dates below:

Signed by:  
 Louisville/Jefferson County Metro Government  
 By: David Kaplan  
18BC406006E2473...  
 Name: David Kaplan  
 Title: Chief of Staff  
 Date: 1/12/2026

Signed by:  
 Approved as to Form and Legality:  
 By: Natalie Johnson  
4070BB907F0A40E...  
 Natalie Johnson  
 Assistant County Attorney  
 Date: 1/12/2026

Jefferson County Public Schools  
 By: \_\_\_\_\_  
 Name: Dr. Brian Yearwood  
 Title: Superintendent  
 Date:

### Certificate Of Completion

Envelope Id: 93A3A8A5-DDBC-4838-9810-38E2296EF2AD  
 Subject: Complete with Docusign: LMG\_JCPS Proposed Memorandum of Agreement - Final v2.docx  
 BC:  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 5  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Ginny First  
 527 W. Jefferson Street  
 Louisville, KY 40202  
 genevieve.first@louisvilleky.gov  
 IP Address: 136.226.109.91

### Record Tracking

Status: Original  
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 Storage Appliance Status: Connected

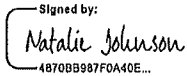
Holder: Ginny First  
 genevieve.first@louisvilleky.gov  
 Pool: StateLocal  
 Pool: Louisville Metro Office of the Mayor

Location: DocuSign  
 Location: Docusign

### Signer Events

Natalie Johnson  
 natalie.johnson@louisvilleky.gov  
 ASSISTANT COUNTY ATTORNEY  
 Security Level: Email, Account Authentication  
 (None)

### Signature

Signed by:  
  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.62.25

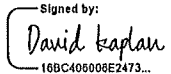
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 Signed: 1/12/2026 10:54:47 AM

### Electronic Record and Signature Disclosure:

Accepted: 1/12/2026 10:53:56 AM  
 ID: 1b5d6fc8-bdf2-4f36-b726-c1ecac3e7a0c

David Kaplan  
 david.kaplan@louisvilleky.gov  
 Chief of Staff  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.62.34

Sent: 1/12/2026 10:54:50 AM  
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 Signed: 1/12/2026 3:09:59 PM

### Electronic Record and Signature Disclosure:

Accepted: 1/12/2026 3:08:58 PM  
 ID: 79295ccb-a032-440d-ad66-0a6bc33d3af8

Rhonal Heady  
 ron.heady@louisvilleky.gov  
 Executive Director of Emergency Services  
 Louisville Metro Government / Office of the Mayor  
 Security Level: Email, Account Authentication  
 (None)

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### Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp

**Certified Delivery Events**                      **Status**                      **Timestamp**

**Carbon Copy Events**                      **Status**                      **Timestamp**

Natalie Richards  
Natalie.richards@louisvilleky.gov  
assistant county attorney  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Accepted: 6/10/2024 8:52:42 AM  
ID: 75856252-d89c-41cf-825c-7ed229279bdc

**COPIED**

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**Witness Events**                      **Signature**                      **Timestamp**

**Notary Events**                      **Signature**                      **Timestamp**

**Envelope Summary Events**                      **Status**                      **Timestamps**

Envelope Sent                      Hashed/Encrypted                      1/9/2026 9:19:05 PM

**Payment Events**                      **Status**                      **Timestamps**

**Electronic Record and Signature Disclosure**

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### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tracy.meiners@louisvilleky.gov](mailto:tracy.meiners@louisvilleky.gov)

### **To advise Mayors Office of your new email address**

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Mayors Office**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tracy.meiners@louisvilleky.gov](mailto:tracy.meiners@louisvilleky.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- Until or unless you notify Mayors Office as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Mayors Office during the course of your relationship with Mayors Office.