

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of 02/03/2025 (the "Effective Date") by and between **CITY OF MCKINNEY, POLICE DEPARTMENT** (the "City"), and **COLLIN COUNTY, ELECTIONS** (the "County"). City and County are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND:

- A. City provides services of off-duty law enforcement officers for security staffing and activities.
- B. County desires to engage City to provide such services in connection with its Election activities.

AGREEMENT:

- 1) **Services.** City will perform the services (the "**Services**") for County as defined in each statement of work mutually agreed to by the Parties in writing in the format attached as Exhibit A to this MOU ("**Scope of Services**") The Scope of Services will set forth the basis on which the City will charge the County and the manner by which the City will collect such charges from County.
- 2) **County's Obligations.** County will (a) utilize City's established third-party provider, RollKall Technologies, LLC ("RMS"), to schedule security at County locations as needed; (b) cooperate with City and RMS in all matters relating to the Services; and (c) respond promptly to any City and RMS request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for City to perform the Services in accordance with this MOU.
- 3) **Term and Termination.** This MOU will be effective as of the Effective Date and will continue until terminated under this section. City may terminate this MOU for any material breach of a term of this MOU by delivering thirty (30) days prior written notice to County. In the event that City materially breaches any term of this MOU, City will use reasonable commercial efforts to promptly cure any such breach; provided, that if City cannot cure such breach within a reasonable time (but no more than sixty (60) days) after County's written notice of such breach, County may, at its option, terminate the MOU by serving written notice of termination. This entire MOU, including any Scope of Services which may be in effect at the time, may be terminated for reasons of convenience by either Party by giving ninety (90) days written notice to the other Party.
- 4) **Billing and Payment.** In consideration of the provision of the Services by the City and the rights granted to County under this MOU, County agrees and understands that RMS will bill County directly for all Services performed in accordance with the Scope of Services attached hereto as Exhibit A to this MOU, which shall include all such fees set forth therein, however designated, that are based on the Services provided by City pursuant to this MOU. Payment from the County in accordance with this Section 4 will constitute payment in full for the performance of the Services and County will not be responsible for paying any other fees, costs or expenses.
- 5) **Relationship.** The Services will be provided by employees or agents of City as set forth on the respective Scope of Services executed by the Parties and made part of this MOU. The Parties intend that the relationship created between them is one of an independent contractor. Neither City nor any employee or agent of City will be, or will be deemed to be, the agent or employee of County. The manner and means of providing the Services are within the sole discretion, direction and control of City. County provides none of the benefits provided by County to its employees to City or any employee or agent of City. Nothing contained in this MOU will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

- 6) **Assignment.** Neither Party to this MOU may assign its rights or obligations hereunder without the prior written consent of the other Party hereto. Any attempted assignment without such prior written consent will be void. Notwithstanding the foregoing, City may assign its rights or obligations hereunder in connection with a sale or transfer of all or substantially all of its assets.
- 7) **Entire Agreement.** This MOU, including Scope of Services, constitutes the entire agreement among the Parties hereto with respect to the matters governed hereby. This MOU and any Scope of Services may be amended only by a written instrument signed by each Party to this MOU.
- 8) **Performance of MOU; Applicable Law.** Each Party hereby agrees that this MOU is performable in Collin County, Texas. This MOU, and the rights and obligations of City and County, will be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Texas, without regard to principles of conflicts of laws.
- 9) **Notices.** Any notice, approval, consent, waiver or other communications required or permitted to be given or to be served upon any person in connection with this MOU will be in writing given or served at the Party's address set forth below or as such Parties will otherwise direct.

If to Collin County:

Elections Administrator
Kaleb Breaux
2010 Redbud Blvd, #102
McKinney, TX 75069
kbreaux@co.collin.tx.us

County Administrator
Yoon Kim
2300 Bloomdale, #4192
McKinney, TX 75071
ykim@co.collin.tx.us

Purchasing
G Zimmer
2300 Bloomdale, #3160
McKinney, TX 75071
purchasing@co.collin.tx.us

If to City:

Title: Chief of Police
Name: Joe Ellenburg
Address: 2200 Taylor Burk Dr.
Address 2: McKinney, Texas 75071
Email: jellenburg@mckinneytexas.org

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

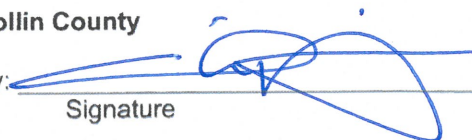
City of McKinney

DocuSigned by:
By: Paul G. Grimes
Signature

Print Name: Paul G. Grimes

Title: City Manager

Collin County

By: 
Signature

Print Name: Chris Hill

Title: County Judge

Exhibit A - "Scope of Services"

City of McKinney Police Department will:

- Provide web-based law enforcement agency portal utilizing RollKall Technologies LLC ("RMS") to allow County to schedule and track security requests of off-duty officers.
- RMS will set up, monitor and administer the security staffing requested by County.
- Invoices to County will be billed by RMS and checks will be made payable to RMS.
- The following hourly rates will apply:
 - Security - \$60.00/hr
 - Security Supervisor - \$65.00/hr
 - Traffic Control - \$65.00/hr
 - Traffic Control Supervisor - \$70.00/hr
- A fee of 7.5% of the hourly rate total will be added to invoices.
 - If paying by Credit Card, an additional 2.99% processing fee will be applied.
- A notification for any rate or fee changes will be provided to County minimum sixty (60) days prior to scheduled security service.

The scheduled armed officers will provide the following:

- Patrol and safeguard assigned Election location.
- Maintain police presence by walking the location and parking cruiser in prominent location.
- Provide emergency response as/if needed following all law enforcement protocols.
- Maintain situational awareness of potential threats or incidents.
- Identify and report suspicious activities.
- Work in public and/or secured areas as directed by County contact in Elections office.