

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of January 26, 2022, by and between ROLLKALL TECHNOLOGIES LLC, a Delaware limited liability company (the "Service Provider") and the Williamson County Sheriff's Office (the "Client"). Service Provider and Client are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

### BACKGROUND:

- A. Service Provider provides administrative and operational management services to law enforcement agencies in connection with their law enforcement officer off-duty programs and activities.
- B. Client desires to engage Service Provider to provide such services in connection with its off-duty program.

### AGREEMENT:

- 1) **Services.** Service Provider will perform the services (the "**Services**") for Client 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 Service Provider will charge the end user of Services, for and on behalf of Client, and will collect all such charges directly from the end user.
- 2) **Obligations.** Client will (a) cooperate with Service Provider in all matters relating to the Services; (b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform the Services in accordance with this MOU; and (c) provide such materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects. Additionally, each Party shall, at its cost and expense, obtain and maintain all necessary licenses and consents needed, and comply with all applicable laws in relation to, performance of its obligations under this Agreement.
- 3) **Term and Termination.** This MOU will be effective as of the Effective Date and will continue until terminated under this section. Service Provider may terminate this MOU for any material breach of a term of this MOU by delivering ten (10) days prior written notice to Client. In the event that Service Provider materially breaches any term of this MOU, Service Provider will use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client 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. Termination will not affect either Party's obligations under Sections 8 and 9.
- 4) **Billing and Payment.** In consideration of the provision of the Services by the Service Provider and the rights granted to Client under this MOU, Service Provider will bill end users directly for all Services performed, which fees will include Service Provider's service fees set forth in the applicable Scope of Services, and any and all taxes, however designated, that are based on the Services provided by Service Provider pursuant to this MOU. Payment from the end user



to Service Provider of the service fees pursuant to this Section 4 will constitute payment in full for the performance of the Services, and, Client will not be responsible for paying any other fees, costs or expenses.

- 5) **Relationship.** The Services will be provided by employees or agents of Service Provider 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 independent contractor. Neither Service Provider nor any employee or agent of Service Provider will be, or will be deemed to be, the agent or employee of Client. The manner and means of providing the Services are within the sole discretion, direction and control of Service Provider. Client provides none of the benefits provided by Client to its employees to Service Provider or any employee or agent of Service Provider. 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) **Authority.** The parties expressly agree that this MOU falls within the zone of authority and operational control of the Williamson County Sheriff as an independent elected official who may sign this MOU on behalf of Client law enforcement agency regarding policies affecting employees of Client. The parties further expressly agree that this is not a traditional procurement in that that the services being managed by Service Provider involve third parties and deputies outside of their employment environment who are acting as independent contractors themselves.
- 7) **Warranties.** The Parties acknowledge and agree that in providing the Services, Service Provider is acting merely as a facilitator of a potential engagement between an end user and Client and its law enforcement officers. Service Provider will execute instructions provided by Client pursuant to a Statement of Work for purposes of coordinating and placing Client's law enforcement officers on off-duty jobs requested by end users. Service Provider makes no representations or warranties, except as provided below regarding legal compliance with all applicable laws and Client policies as provided, whatsoever regarding any end user or any off-duty job requested for placement, including whether the activity or placement is covered by liability insurance of the end user or Client. Service Provider will have no obligation to undertake any investigation or vetting of any end users or any proposed off-duty job placement and will have no liability to Client or any of Client's law enforcement officers with respect to any proposed placement. Client and its law enforcement officers will be solely responsible for evaluating each proposed placement and the applicable end user and may accept or reject any proposed placement in their sole and absolute discretion. Service Provider warrants that it will perform and provide the Services in compliance with all reasonable policies and procedures of Client as may be provided from time to time by Client in writing, and all laws, rules, and regulations applicable to the Services and/or Service Provider in its performance and delivery of the Services.
- 8) **Confidentiality.** To the extent authorized under Texas law, each Party agrees not to disclose and to retain in confidence, and not use for its benefit or the benefit of others, any confidential or proprietary information disclosed pursuant to this MOU or in connection with the Services (the "**Confidential Information**"). Neither Party may disclose any such Confidential Information to anyone, except with the express written consent of the Party providing such information, or as required by applicable law or in connection with disputes over the terms of this MOU. The term "Confidential information" does not include any information which becomes publicly known through no wrongful act of any Party, is or becomes readily ascertainable from public or published information or trade sources or is received from a third party not under an obligation to keep such information confidential.

- 9) **Exculpation; Limitations on Liability.** To the extent authorized under Texas law, neither Service Provider nor any of its officers, managers, members, partners, joint venturers, employees, agents or servants will be liable, in damages or otherwise, to Client for any error of judgment or other act or omission performed or omitted under or otherwise in respect of this MOU, except if such error of judgment or other act or omission results from the willful misconduct or gross negligence of Service Provider. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ACTUAL DAMAGES RESULTING FROM ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE IN EXCESS OF AMOUNTS PAID TO SERVICE PROVIDER FOR SERVICES (NOT EXPENSES) UNDER THIS MOU, AND SERVICE PROVIDER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS MOU.
- 10) **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, Service Provider may assign its rights or obligations hereunder in connection with a sale or transfer of all or substantially all of its assets.
- 11) **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.
- 12) **Performance of MOU; Applicable Law.** Each Party hereby agrees that this MOU is performable in Dallas County, Texas. This MOU, and the rights and obligations of Service Provider and Client, 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.
- 13) **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.

[Signature Page Follows]



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

**CLIENT:** Williamson County Sheriff's Office

By: \_\_\_\_\_

Signature

Print Name: Michael T. Gleason

Title: Sheriff

Address: 508 S. Rock Street  
Georgetown, TX 78626

Attention: Virginia Johnson

Work Phone: 512-244-8633

vjohnson@wilco.org

**SERVICE PROVIDER:** ROLLKALL TECHNOLOGIES, LLC

By: \_\_\_\_\_

Signature

Print Name: Albert Vasquez

Title: Vice President of Sales

Address:

RollKall Technologies, LLC / RollKall Managed Services  
600 E. Las Colinas Blvd., Suite 900  
Irving, Texas 75039

Attention: Brett Westbrook, Client Executive

Work Phone: (903) 941-2853

## Exhibit A - "Scope of Services"

### RollKall Managed Services (RMS) Features:

#### RollKall Smartphone Platform & RK Pay

- Special Duty Jobs Scheduled Posted, Assigned & Tracked via the RollKall Platform
- RollKall App Used by Officers to Clock In & Out, Track Jobs & View Job History
- Job Reminders & Alerts for Late Shows/Offsite
- Web based Agency Portal for Oversight and Audit
- App Based Officer Invoicing
- App Training for Officers & Staff/ App Tech Support for Officers & Staff
- Business Sets Up RKPAY Account/ Officers paid by Direct Deposit
- Officers Have Access to Job & Payment Histories; Status of Payments Due Them
- Transmits Agency Administrative, Vehicle Use or Other Fees Due to Your Agency

#### RMS Service Staff

- Your Agency's "Executive Assistant" for Special-Duty Management - With One Call
- Account Manager Assigned Works Directly with You to Set-Up & Monitor Your Jobs & Program
- Account Manager Supports Your Officers, Helps You Solve Problems & Keeps Things on Track
- Service Desk Receives Inbound Calls to Your Agency for Special Duty Requests & Questions
- Service Desk Assists Businesses with RKPAY Account Setup for Easy Payment to Your Officers/ Department
- Schedules Jobs According to Your Agency Rules, Policies & Instructions - Your Program, Your Way
- Coordinate Directly with Your Officers for Individual Job Details & Requirements
- Address Business Questions, Concerns & Complaints
- Provide Monthly/Quarterly Reports to Command Staff as desired for Off-Duty Hours, Jobs, Payments & Issues

#### Initiation/Terms of Service/Pricing

- Initiation Date: January 26, 2022
- Term of Service – Month to Month service from signature of Memorandum of Understanding (MOU)
- Per officer hour worked, Service Provider will add a 5% processing fee for the RollKall platform and RKPAY for payment transactions, plus an additional 2.5% if payment is made via Credit Card
- Additionally, Service Provider will add \$1.50 per hour (or equivalent) for administering off-duty management for all businesses/entities.
- Current HOA and MUD businesses/entities will be charged \$0.00 per hour (or equivalent) for the off-duty management administration and will be processed outside of RKPAY with no-cost to the HOA/MUD. Therefore, current HOA and MUD businesses/entities, officers, and department will not receive the RKPAY benefits.
  - Current HOA and MUD businesses/entities will be invoiced manually through the RollKall platform on a bi-weekly basis with payments due upon receipt.
  - Invoice payment options are as follows:
    - Directly to the officer via check by mail at No Cost to the current HOA/MUD

- Direct deposit to deputies/officers via ACH at 3% of total invoice, optional.
- Direct deposit to deputies/officers via Credit Card at 5.5% of total invoice, optional.
- Current HOA and MUD businesses/entities are listed as follows:
  - Anderson Mill Limited District
  - Block House
  - Bushy Creek MUD
  - Chandler Creek (Meadows)
  - Fern Bluff
  - Ranch at Cypress Creek MUD #1
  - Highlands at Mayfield Ranch
  - Paloma Lake MUD #1
  - Parkside@Mayfield Ranch
  - Rancho Sienna
  - Rattan Creek
  - Siena MUD #1
  - Siena MUD #2
  - Sonterra MUD
  - Star Ranch
  - Tera Vista
  - Vista Oaks