

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of March 17th, 2025 (the "Effective Date") by and between **ROLLKALL TECHNOLOGIES LLC**, a Texas corporation (the "Service Provider") and Doral Police Department (**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 officer, and will collect all such charges directly from the end user. **Exhibit B** (Financial Risk Mitigation) outlines non-credit-worthy payments and terms.
- 2) **Client's 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; (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; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- 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 any reasons by either Party by giving ninety (90) days written notice to the other Party. Termination will not affect either Party's obligations under Sections 7 and 8.
- 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) **No Representations or 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 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.
- 7) **Confidentiality.** 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 unless required by applicable law (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.
- 8) **Exculpation; Limitations on Liability.** 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.
- 9) **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.
- 10) **Entire Agreement.** This MOU, including the 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.

- 11) **Notices.** All notices, demands, correspondence, and communications between the Client and Service Provider shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, and addressed as follows:

To City: City of _____
 Attn: _____
 Address: _____
 City/State/Zip: _____

With a copy to:

 City of _____
 Attn: _____
 Address: _____
 City/State/Zip: _____

- 12) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the choice of law or conflicts of laws provisions of any state. The parties agree that all disputes regarding this Agreement may be litigated only in Miami-Dade County, Florida, or the United States District Court for Miami-Dade, hereby submit to the personal jurisdiction of such Courts, and hereby waive the right to seek to have any lawsuit filed by the other party in either such Court dismissed on grounds of lack of jurisdiction or improper venue. Each party agrees that this exclusive venue provision is in such party's best interest.

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

CLIENT: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____

SERVICE PROVIDER: ROLLKALL TECHNOLOGIES, LLC

By: _____

Print Name: _____

Title: _____

Address: RollKall Technologies, LLC
 600 E. Las Colinas Blvd., Suite 900
 Irving, Texas 75039

Attention: _____

Work Phone: _____

Exhibit A - "Scope of Services: RKShiftPro - RollKall Managed Services-Hybrid ("RMS-Hybrid")"

RollKall ShiftPro Features:

RollKall offers a flexible service model tailored to the department's needs. The RollKall Managed Service (RMS) team can fully oversee all job assignments and vendor relationships, ensuring seamless management. Alternatively, departments can leverage the RollKall software to manage their own jobs, scheduling, invoicing and reporting; they're utilizing the software how they see fit. RollKall can also provide a hybrid solution where it fully manages a designated group of vendors, while the department retains control over the rest of the vendors using the RollKall platform.

RollKall Smartphone and Web-based Platform

- RollKall's platform provides law enforcement agencies with the tools necessary to manage a department's vendor-paid details.
 - "Vendor-paid details" refers to security details posted by private businesses and worked by law enforcement officers.
- With RollKall, Client, officers, and vendors will have access to:
 - Web-based law enforcement agency portal to schedule, post, assign, and track via the RollKall platform
 - Electronic billing estimates, time card validation and editing, invoice creation and remittance, electronic payments, disputes, and billing reconciliation.
 - Reports to audit and maintain oversight into secondary employment program, including access to our business intelligence tool ("Insights")
 - RollKall officer portal (mobile app & desktop) utilized by officers to clock in and clock out, track jobs, view job history, job reminders, and alerts
 - Complete onboarding and training for department administrators, coordinators and officers
 - 24/7 customer service
 - Direct depository for the officer to receive payments electronically and view the payment status
 - Insurance Coverage
 - **Blanket coverage (automatically included)**
 - Covers RollKall's platform and operations as a technology provider
 - \$2M commercial cyber and privacy liability coverage
 - **General Liability Coverage (optional)** - Unless expressly stated within this MOU, RollKall is not obligated to provide General Commercial Liability & Umbrella insurance coverage for Contractor, Contractor's personnel, automobiles, or the vendor.
 - Commercial General Liability & Umbrella Coverage
 - \$13 million General Liability coverage for the department, officer, and vendor (aka "Recipient of Service")
 - \$1 million per occurrence for each party, plus \$10 million umbrella coverage
 - Automobile Liability up to \$1M for hired, scheduled, and

- non-owned autos
- As a condition precedent to coverage under RollKall's General Liability Policy, the service recipient must remit payment of RollKall's Service Fee, calculated as a markup and embedded within the invoice ("Service Fee"), through electronic means. Blanket and General Liability Coverage will be expressly limited to those invoices for which such payment has been fully processed.

RollKall Managed Services-Hybrid (RMS-Hybrid)

- Client agrees to designate RollKall as the exclusive administrator of certain vendor-paid details
- Client agrees all vendor-paid details will be managed by the department for schedule and assignment. The RollKall Managed Service team will manage the invoicing, payment and collections of all jobs.
- Client agrees to designate an internal primary point of contact ("POC") for all of Client's vendor-paid details
- RollKall's Managed Services team will work directly with the Client's POC to invoice, monitor payments and collections on all vendor-paid details on behalf of Client
- RollKall Managed Services include:
 - o Invoice vendors for jobs worked and follow up to ensure invoices are paid in a timely manner
 - o Provide monthly/quarterly reports to command staff as desired for vendor-paid hours, jobs, payments, and issues
- 24/7 support for vendors and officers requiring assistance pertaining to invoicing and payments

Initiation/Terms of Service/Pricing

MOU Initiation Date: _____

Term of Service - monthly service from the signature of a Memorandum of Understanding (MOU)

Implementation start date: _____

Implementation target complete date: _____

Implementation terms:

- **Client Obligations:** The Client agrees to exert its best efforts to achieve full implementation by the specified target completion date.
- **RollKall's Responsibilities:** RollKall shall assign an Account Manager and a Project Manager to oversee and facilitate the implementation process with the Client.
- **Client Representatives:** The Client shall designate representatives from its departments who possess the requisite decision-making authority concerning implementation, policies, and procedures throughout the entire implementation process.
- **Managed Services Designation:** The Client shall formally designate the specific vendor-paid details that RollKall is authorized to administer on its behalf. In the event that the Client fails to provide such a designation, the Client acknowledges and agrees that RollKall shall, by default, assume the responsibility of administering the vendor on behalf of the Client.
- **Client's Partnership in Communication:** The Client acknowledges its obligation to collaborate with RollKall in leading communications and educational initiatives across the agency. This includes, but is not limited to, the mandatory training of key stakeholders on

the platform (e.g., coordinators/schedulers, officers, vendors).

- **Custom Development Requirements:** RollKall is not under obligation to commit to custom development requests (APIs, platform features) from Client. In the event RollKall agrees to a Client development request, RollKall reserves the right to invoice Client based on scope of the request at mutually agreed upon terms.

RKShiftPro-RMS-Hybrid Terms

Client has elected for the features, functionality, and pricing included within our RKShiftPro product offering. Specifically, Client has elected the following features:

- *Full Access to the RollKall Platform (scheduling, assignment, invoicing, payments, reporting)*
- *RollKall Managed Services*

For access to the above features, the following service fee will be applied to each invoice:

- *Client-managed & RollKall Managed Service vendors Hybrid: 6.5%*

Additionally:

- **Exclusive Provider Agreement:** The Client hereby agrees to exclusively engage RollKall as its technology and managed service provider for all vendor-paid details. All such vendor-paid details shall be subject to processing with the inclusion of RollKall's Service Fee.
- **Fee Structure for Electronic Payments:** No additional markup shall be applied to invoices paid via ACH, Wire, or Bank Transfer. However, a processing fee of 2.99% will be applied to payments made via credit card where permitted by law. An incremental processing fee of 5% will be applied to all jobs paid by check.
- **Electronic Payment Commitment:** The Client shall make commercially reasonable efforts to ensure that at least 80% of all vendor-paid monthly hours scheduled through the RollKall platform are paid electronically and include the applicable RollKall Service Fee. Up to 20% of vendor-paid hours, at the Client's discretion, may be scheduled through the RollKall platform exclusively for purposes of scheduling, assignment, and reporting, with payment for such hours processed outside the RollKall platform (the "maximum vendor-paid discount"). This discount is expressly intended to provide a cost-effective solution for certain nonprofit and/or charitable organizations, including but not limited to schools, churches, religious institutions, entities with 501(c)(3) status, and grant-funded programs, enabling them to procure the services of Client's personnel at reduced rates. Vendor-paid hours qualifying for the maximum vendor-paid discount are explicitly not intended for the benefit of for-profit entities. General Liability coverage shall not be provided or included for any vendor-paid details, overtime assignments, or jobs entered into RollKall.
- **Waiver for Initial Implementation Period:** Upon the conclusion of full implementation, RollKall will waive the 80% electronic payment target for the first 90 days to accommodate the incremental adoption of electronic payments by vendors.
- **Waiver of Service Fees for City Overtime:** To adhere to the maximum vendor-paid discount, RollKall agrees to waive the RollKall Service Fee for all city overtime scheduled and assigned within the RollKall platform at no additional charge. These jobs will not count towards the 20% allowance of non-paid hours scheduled in the RollKall platform and are not covered under RollKall's General Liability insurance policy.
- **Additional Services Participation:** The Client may elect to participate in additional services (e.g., WeeklyPay, Worker's Compensation Insurance) or move to a Do-It-Yourself offering by providing 30 days' written notice to RollKall. Upon receipt of such notice, an amendment will be appended to this MOU reflecting a revised Service Fee.

- **Introductory Period:** Should Client wish to accelerate the proposed implementation timeline, RollKall agrees to waive all service fees to Client's vendors until the date Client raises its hourly rate for personnel working vendor-paid details, or July 14, 2025, whichever occurs sooner.