

# Memorandum of Understanding

*All italicized sections are considered instructions and should be deleted prior to the submission of the final MOU.*

This is a Memorandum of Understanding (MOU) for providing services for the upcoming

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*Election Name/Event*

This memorandum aims to establish an understanding between

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*Election Office or Jurisdiction*

and

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*Partnering Agency/Company*

to ensure the safety, security, and smooth operation of the election process.

## **OBJECTIVE**

This MOU aims to outline the framework for providing support and protection at various election sites during the specified period.

## **SCOPE OF SERVICES**

The overarching goal is supporting and protecting election officials in the orderly conduct of the election.

- \_\_\_\_\_ may provide a pre-election security walk-through  
*Partnering Agency/Company*

of key election sites to identify vulnerabilities that the election office can address and

familiarize \_\_\_\_\_ personnel with election sites and staff.

*Partnering Agency/Company*

- Officers should be prepared to assist elections officials in maintaining a peaceful environment around elections locations and to assist with assuring voter and staff access to voting facilities.
- Within polling places and other election settings, the priority is protecting poll workers and voters from disturbance, threat, or disorder.
- Outside polling places, the rights of free speech should be protected, subject to legal boundaries that allow voters to enter without disturbance.
- Officers will patrol past voting sites, mail ballot drop boxes, and central office/equipment warehouse parking areas as staffing allows.
- Officers should be prepared to respond to incidents of voter intimidation or harassment at polling places.
- Agencies should develop and exercise crowd control plans at elections facilities consistent with how they plan for other large, unplanned events in their communities.

## **TIMEFRAME**

Include the start and end times of when services will be needed. Be sure to include any early voting and post-election events.

## **RESPONSIBILITIES**

\_\_\_\_\_ and \_\_\_\_\_ are  
*Election Office/Jurisdiction* *Partnering Agency/Company*

responsible for:

- Compliance with all applicable laws and regulations
- Understanding each other's operating environment
- Sharing details of election administration (calendar, locations, etc.)

- Sharing the history of election worker and voter intimidation
- Designating a liaison to the counterpart agency
- Sharing contact information of liaisons and key staff
- Setting expectations and boundaries
- Including and informing other law enforcement agencies when appropriate
- Developing a crisis communications plan

### **RESPONSIBILITIES SPECIFIC TO LAW ENFORCEMENT**

- Supporting and protecting election officials in the orderly conduct of the election
- Providing additional patrols when deemed appropriate and as staffing allows
- Providing a security presence at [specify the locations, as well as the level of visibility] when deemed appropriate and as staffing allows
- Protecting voting sites and mail ballot drop boxes
- Providing support and protection outside of the normal working hours for election officials
- Assisting with ballot pick-up and transfer from drop boxes, early voting sites or at the end of election day
- Developing a crowd control plan for elections facilities

### **CHAIN OF CUSTODY**

Elections officials, like law enforcement, are responsible for chain of custody. Election officials are specifically responsible for chain of custody of ballots, elections equipment and processes. In the course of their duties, law enforcement must take into consideration the need to respect the elections officials chain of custody of ballots, elections equipment and elections facilities. If a police agency believes any of these items might also be considered evidence in a criminal investigation, elections attorneys and prosecuting attorneys should be consulted.

**FINANCIAL AGREEMENT**

*If there is a financial aspect to the agreement, specify the financial terms, including the agreed-upon payment structure, any additional costs (if applicable), and the payment schedule. Consider any additional costs incurred for worker overtime pay.*

**AMENDMENT AND TERMINATION**

*Specify the procedures for amending or terminating the agreement, including the required notice period and the conditions under which either party may terminate the Security Agreement.*

If the terms outlined above are agreeable, please sign and return a copy of this Security Agreement. We believe that by working together, we can ensure a secure and successful election event.

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| <i><u>Election Office/Jurisdiction</u></i> |                               |
| <b>Authorized Official:</b>                | _____                         |
|  | <i>Signature</i>              |
| _____                                      | _____                         |
| <i>Date</i>                                | <i>Printed Name and Title</i> |

|   |                               |
|---|-------------------------------|
| <i><u>Partnering Agency/Company</u></i> |                               |
| <b>Authorized Official:</b>             | _____                         |
|   | <i>Signature</i>              |
| _____                                   | _____                         |
| <i>Date</i>                             | <i>Printed Name and Title</i> |