

ITEM # 18-0385

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA FE, SANTA FE POLICE DEPARTMENT
AND
TIERRA ENCANTADA CHARTER SCHOOL

This MEMORANDUM OF UNDERSTANDING FOR THE SCHOOL SURVEILLANCE CAMERA SYSTEM (the "MOU") is made and entered into on this 27 day of Feb by and between the City of Santa Fe, Santa Fe Police Department ("City") and the Tierra Encantada Charter School ("Charter"), (hereinafter collectively called the "Parties").

WHEREAS, the Parties shall agree on providing the Santa Fe Police Department remote access to Tierra Encantada Charter School's surveillance camera system for the purposes of monitoring and detecting suspicious activity and assisting Santa Fe Police Department personnel with strategic and rapid response to a critical incident on or near Tierra Encantada's premises.

WHEREAS, remote access will be provided via remote transmission utilizing an internet protocol address and password.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. PURPOSE.

The purpose of this MOU is to provide through the Tierra Encantada Charter School (Charter) a venue of digital connectivity for the purposes of enhancing public safety and response to a critical incident within the Tierra Encantada Charter Schools premises.

2. SCOPE.

Both the City and the Charter agree: Tierra Encantada Charter School is the primary user and administrator of the schools surveillance system; and the Santa Fe Police Department is a user of the surveillance system for the sole purposes of public safety.

3. TERMINATION.

This Memorandum of Understanding may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. LIABILITY

Each party shall be liable for the actions or omissions of its officers, employees, and agents in the performance of this Agreement. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement. Neither party shall be liable for the other party's actions or omissions of its officers, employees, and agents in the performance of this Agreement. Any liability incurred by the City and/or the Tierra Encantada Charter School in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and the Tierra Encantada Charter School and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law.

5. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

6. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

7. RESPONSIBILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. The Agreement is subject to the immunities and liabilities of the New Mexico Tort Claims Act.

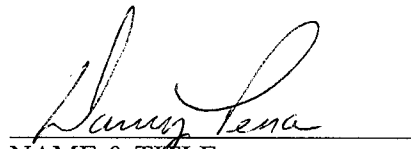
8. AMENDMENT. This Memorandum of Understanding shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

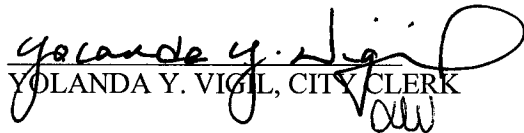
Tierra Encantada Charter School:


BRIAN K. SNYDER
CITY MANAGER


NAME & TITLE
Daniel Pena
Director
DATE: 2/27/2018

DATE: 02/22/2018

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


ADAM K. JOHNSON, FINANCE DIRECTOR