

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SANTA FE COUNTY AND  
THE CITY OF SANTA FE REGARDING  
SMS TO OPT-IN FOR PUBLIC SAFETY**

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 27<sup>th</sup> day of July, 2018, by and between Santa Fe County ("County") and the City of Santa Fe, a municipal corporation ("City").

**WITNESSETH:**

The City and County desire to formalize their mutual agreement regarding the implementation of a system known as *SMS to Opt-in for Public Safety*.

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

**1. PURPOSE.** The City's Office of Emergency Management is a primary user of the Rave Mobile Safety Rave Alert mass notification and reverse-911 system. The Regional Emergency Communications Center ("RECC") entered into an agreement with Rave Mobile Safety in October, 2018 for this system. This system's use for both emergency and non-emergency messaging is a critical capability that the City possesses through its working relationship with the RECC. Expanding the use of the Rave Alert system by adding SMS to Opt-in for Public Safety will enhance the ability to capture users via additional registration modalities.

**2. COMPENSATION FOR SMS TO OPT-IN FOR PUBLIC SAFETY.** The initial payment to Rave Mobile Safety for this module will be in the amount of \$4,000 and it will be paid by the County as fiscal agent for the RECC. The City shall reimburse the County in the amount of \$4,000 for the initial payment. Subsequent annual payments will be paid in the same

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manner – the County will pay the full annual invoice and the City will reimburse the County for half of the annual payment. Throughout the term of this MOU, the annual cost for the SMS to Opt-In for Public Safety will be shared equally between the City and the County. Neither parties' share of the annual payment will exceed \$4,000, subject to increase or decrease by Rave Mobile Safety. This shared compensation shall remain in effect until this MOU is terminated in accordance with Article 4 below.

3. **TERM.** This Memorandum of Understanding shall remain in effect until terminated pursuant to Article 4, below.

4. **TERMINATION.** This Memorandum of Understanding may be terminated by either party 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.

5. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City or County 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 County 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. 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

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and the County. 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.

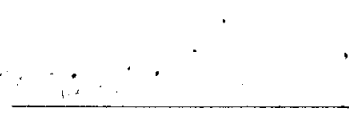
7. **AMENDMENT.** This Memorandum of Understanding shall not be altered, changed, or amended except by instrument in writing signed by the parties.

IN WITNESS WHEREOF, the parties set their hands.

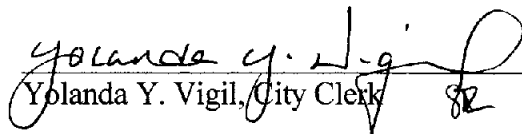
**CITY OF SANTA FE:**

  
Erik Litzenberg, City Manager

**COUNTY OF SANTA FE:**

  
Katherine Miller  
Santa Fe County Manager

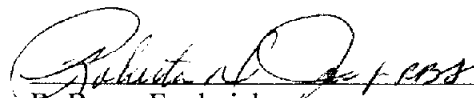
ATTEST:

  
Yolanda Y. Vigil, City Clerk

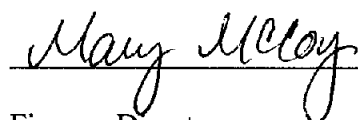
Approved as to form:

 7/11/18  
City Attorney

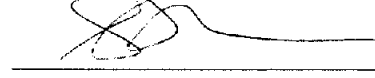
Approved as to form:

 7/13/18  
R. Bruce Frederick  
Santa Fe County Attorney

Approved:

 07/27/18  
Finance Director

Approved:

 7/25/18  
Stephanie S. Clarke  
Finance Director

Business Unit/Line Item: 22795.530710