

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 26th day of \_\_\_\_\_ April, 2020, by and between the Board of Education of the Santa Fe Public Schools, hereinafter called the "District," by and through the Superintendent of the District and the City of Santa Fe, a municipal corporation (the "City") (individually, the "Party" and collectively, the "Parties").

**RECITALS:**

**WHEREAS**, a mission of the Santa Fe Public Schools District is to provide students, teachers, and the school community the essential knowledge and technology resources to be successful;

**WHEREAS**, a mission of the Office of Economic Development of the City is to achieve long-term sustainable and focused economic growth by building a diverse, innovative economy with high-wage, high impact jobs that provide opportunity and prosperity for the City's residents, businesses, and entrepreneurs;

**WHEREAS**, in a Proclamation of Emergency issued on March 13, 2020 in response to the Public Health Emergency declared by Governor Lujan Grisham in Executive Order 2020-00, Mayor Webber has encouraged City of Santa Fe residents to identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

**WHEREAS**, the displacement and disruption to the lives and livelihoods of Santa Fe students, families, workers and employers which are consequences of the Public Health Emergency

exert disproportionate impacts upon those populations;

**WHEREAS**, High Speed Wi-Fi Internet, which is publicly accessible and convenient to all areas of the City and District and compatible with maintaining recommended social distancing and other prophylactic measures to prevent the spread of the COVID-19 virus in the community, can mitigate those disruptions and allow Santa Fe students/residents to continue to receive instruction, engage in community affairs, conduct personal business, re-enter the workforce, and undertake myriad other educational, economic and social activities which require Internet access otherwise provided in the workplace, home, public library or school; and

**WHEREAS**, by Public Notice DA 20-234 released March 23, 2020 by the Federal Communications Commission, the Wireline Competition Bureau reminds schools and libraries that are closed due to the coronavirus COVID-19 outbreak that they are permitted to allow the general public to use E-Rate-supported Wi-Fi networks while on the school's campus or library property,

**WITNESSETH:**

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

**1. PURPOSE.** The purpose of this MOU is a project ("Project") to provide High Speed Wi-Fi hotspots/access points on school grounds for the use of students and residents in the District and the City.

**2. SCOPE.**

The District shall:

- A. Designate schools which shall be eligible for installation of outdoor Wi-Fi hotspots/access points;
- B. Grant and facilitate access to school grounds, buildings and electronic equipment to the City, its personnel and contractors for the purpose of installing equipment, cabling and other infrastructure as necessary for this MOU;
- C. Provide Internet access to the Wi-Fi hotspots/access points from Wide Area Network (“WAN”) demarcation points at each school;
- D. Solely determine, establish and enforce any rules, permissions, access and operational requirements for the Wi-Fi hotspots/access points such that access to the public is free, non-discriminatory, in compliance with the district’s acceptable use policy, filtered in compliance with the Children’s Internet Protection Act, physically accessible and compatible with recommended social distancing; and
- E. Accept and own any affixed or temporary facilities which are necessary for the effective deployment and operation of the Project; and any equipment which is provided for this purpose by the City.

The City shall:

- A. Furnish and provide, for the exclusive ownership and use by the District, all capital funding, project management, equipment specification, contract procurement and administration, labor, equipment and infrastructure necessary to install and connect Wi-Fi hotspots/access points at schools designated under this MOU.

**3. TERM.** This MOU shall remain in effect until terminated by either party, pursuant to Article 4, below.

**4. TERMINATION.** This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least (30) thirty 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. LIABILITY.** 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 the MOU. Each party shall be liable for its actions in accordance with this MOU.

**6. NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by either party in connection with this MOU 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 parties 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 MOU modifies or waives any provision of the New Mexico Tort Claims Act.

**7. THIRD PARTY BENEFICIARIES** .By entering into this MOU, 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 District. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

**8. ASSIGNMENT.** Neither the City nor the District shall assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without the prior written approval of the other party.


**9. AMENDMENT.** This MOU shall not be altered, changed, or amended except by instrument in writing.

10. **UNSUPERVISED ACCESS PROHIBITED.** For any individual providing services under the City's explicit or implicit direction or permission, such individual shall not have unsupervised access to students.

11. **AMENDMENT.** This MOU shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

  
\_\_\_\_\_  
ALAN WEBBER, MAYOR  
4/10/2020  
DATE

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
GB uty 4/8/20

CITY ATTORNEY'S OFFICE:

 4/1/20  
\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

 4/9/20  
\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

**BOARD OF EDUCATION OF THE SANTA FE PUBLIC SCHOOLS**

---

**SUPERINTENDENT**

**ROMERO, IRENE K.**

---

**From:** MOODY, SEAN  
**Sent:** Wednesday, April 01, 2020 10:25 AM  
**To:** ROMERO, IRENE K.  
**Cc:** MARTINEZ, MARCOS D.  
**Subject:** FW: Unsupervised access prohibited  
**Attachments:** 2020-04-01 MOU Emergency Wi-Fi Hotspots sm01.doc

My changes to Section 10 or OK with the district.

**From:** MOODY, SEAN  
**Sent:** Wednesday, April 1, 2020 10:08 AM  
**To:** MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>  
**Subject:** FW: Unsupervised access prohibited

**From:** MOODY, SEAN  
**Sent:** Wednesday, April 1, 2020 10:01 AM  
**To:** [pnordby@sfps.k12.nm.us](mailto:pnordby@sfps.k12.nm.us)  
**Subject:** Unsupervised access prohibited

Please see my edits to the former Criminal Background Check section. Awaiting OK from District.

Sean Moody  
Telecommunications Architect  
Office of Economic Development  
City of Santa Fe  
Office: 505.955.6344  
Cell: 505.699.5176  
*Working from home*

# City of Santa Fe, New Mexico

## memo

**DATE:** April 1, 2020

**TO:** Governing Body Hearing (April 8, 2020)

**VIA:** Jarel LaPan Hill, City Manager

**FROM:** Sean Moody  
Sean Moody, Telecommunications Architect

**CC:** Richard Brown  
Rich Brown, Economic Development Director

**ATTACHMENTS:** Memorandum of Understanding - Santa Fe Public Schools

---

### RECOMMENDATION:

The Office of Economic Development respectfully recommends Governing Body review and approval of the attached MOU.

### ITEM AND ISSUE:

Request for approval of a memorandum of understanding ("MOU") between the Board of Education of the Santa Fe Public Schools ("District") and the City, authorizing the City to install, and the District to operate, Wi-Fi hotspots on school grounds in order to provide high speed internet access to students and the public impacted by the COVID-19 public health emergency.

### BACKGROUND:

In response to a Proclamation of Emergency dated March 13, 2020 and in recognition that enhanced connectivity options can strengthen community resiliency during periods of dislocation and disruption to the education, work and lives of Santa Fe residents, the Office of Economic Development desires to install gigabit-speed Wi-Fi hotspots at selected locations throughout the city, to be accessible to the public over the course of the COVID-19 pandemic.

The Proclamation states that "Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the city's most vulnerable populations."

Wi-Fi hotspot locations will include city libraries, recreation facilities and public schools having proximity to pedestrian and vehicle traffic under recommended conditions of social distancing.

In combination with city-owned sites, the selected school locations will allow for more areas of the city to have hotspots near at hand.

The project is configured to achieve:

- Gigabit-speed internet;
- Access to students, residents and visitors;
- Social distancing and self-isolation;
- One-time capital costs with little or no recurring expenses;
- Rapid deployment;
- Accommodation of host facilities' operational and legal requirements; and
- Ability to decommission and remove, if and when desired.

The work, equipment and materials necessary for school installations will be purchased under emergency procurement rules and will in no case exceed \$200,000 in total cost, to be drawn from the uncommitted balance of the **CIP Broadband Fund**.

The District will make available to the project the internet service it currently obtains from third-party providers.

Proposed locations are in the process of being finalized by staff, pending an initial assessment of logistical feasibility. The following locations will be assessed:

District 1

Fort Marcy Recreational Complex  
Aspen Community School

District 2

Atalaya Elementary  
E.J. Martinez Elementary

District 3

Southside Library  
Sweeney Elementary  
El Camino Real Academy  
Nina Otero Community School

District 4

La Farge Library  
Genoveva Chavez Community Center  
Kearny Elementary

**RECOMMENDATION:**

The Office of Economic Development respectfully recommends Governing Body review and approval of the attached MOU.

### Proposed locations



Google Earth

42147-42153

Let's try another example:

41410.31123 E. 4111 P. 15

[illegible]

Page 118

Keating Elementary, Chicago, Ill.

El Círculo Real de la Academia

Werner Clement

Southside Library

Nino Otero Community School