

**MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND THE  
NEW MEXICO ADMINISTRATIVE OFFICE OF THE COURTS**

**THIS MEMORANDUM OF AGREEMENT** (hereinafter “Agreement”) is entered on this 25<sup>th</sup> day of SEPTEMBER 2014, by and between **Santa Fe County** (hereinafter “County”), a political subdivision of the State of New Mexico, and the **New Mexico Administrative Office of the Courts** (“AOC”) on behalf of the Santa Fe County Magistrate Court (hereinafter “Santa Fe Magistrate Court”).

**RECITALS**

**WHEREAS**, the AOC is responsible for the security of all magistrate courts throughout the State of New Mexico;

**WHEREAS**, in 2014, the New Mexico Legislature passed SB 313, wherein the Legislature appropriated funding to the AOC to provide administrative support to all judicial branch units including magistrate courts throughout the state and the AOC’s magistrate court program;

**WHEREAS**, the Santa Fe County Sheriff’s Office is a law enforcement agency in Santa Fe County with the statutory duty to be conservator of the peace within the Santa Fe County;

**WHEREAS**, the Santa Fe Magistrate Court desires enhanced security on its premises, and the Santa Fe County Sheriff is willing and able to provide deputies to provide security services to the Santa Fe Magistrate Court during regular shifts as provided in this Agreement;

**WHEREAS**, the purpose of this MOU is to provide for the duties and responsibilities of Santa Fe County and the AOC with respect to the Santa Fe County Sheriff’s provision of security services at the Santa Fe Magistrate Court during fiscal year 2015 (June 30, 2014 to July 1, 2015).

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

**1. AGREEMENT AND DUTIES OF THE PARTIES**

a) The AOC shall:

- (i) Make available and pay upon receipt of invoice from the Santa Fe County Sheriff, an amount not to exceed Sixty Thousand Dollars (\$60,000) for expenditure in FY 2015 for security services as provided in this Agreement.
- (ii) Pay for the security services at an hourly rate of \$36.087. The AOC will timely process the invoices and remit payment to the Santa Fe County Sheriff within thirty (30) days of the AOC’s receipt of an invoice.

b) The County shall:

- (i) Provide a certified uniformed deputy to the Santa Fe County Magistrate Court to provide security services during designated shifts of the Santa Fe County Magistrate Court. Designated shifts shall be during the hours of 7:30 a.m. to 2:00 p.m. Monday, Tuesday, Thursday and Friday; and 7:30 a.m. to 12:00 noon on Wednesday which are the hours when hearings are typically in session at the Santa Fe Magistrate Court.
- (ii) Any change to a shift that requires less time than indicated above, or extended hours beyond a normal shift during the hours indicated above, will require twenty-four (24) hours advance notice by the Magistrate Court's presiding judge to the County Sheriff. If a deputy is assigned to a shift which is canceled by the Magistrate Court presiding judge or the AOC less than twenty four (24) hours in advance, the AOC agrees to pay for two (2) hours at the hourly rate stated above.
- (iii) Ensure that the deputy who reports to the Santa Fe Magistrate Court pursuant to this Agreement is qualified and fit to perform the court security duties required by this Agreement, i.e. deputy shall not be fatigued.
- (iv) The deputy assigned to provide security services shall maintain a presence in the entrance lobby of the Santa Fe Magistrate Court, conduct regular walk around patrols throughout the Santa Fe Magistrate Court facility when necessary, or maintain a security presence in a courtroom if requested by a Magistrate judge.

## 2. COMPENSATION

Payment to the County for hourly security services provided by the Santa Fe County Sheriff shall not exceed Sixty Thousand Dollars (\$60,000) dollars, exclusive of gross receipt tax, for the term of this Agreement. The time spent by a deputy providing security services will be billed at an hourly rate of \$36.087.

## 3. TERM

This Agreement shall be effective upon signature and approval of the parties to this Agreement. The term of this Agreement is from the date of signature by parties until June 30, 2015, unless earlier terminated pursuant to paragraph 4 below. This term of this Agreement may be extended for one (1) year by the AOC by providing sixty (60) days written notice to the County that the AOC wishes to extend the term on behalf of the Santa Fe County Magistrate Court. Such extension shall be in the form of an amendment to this Agreement.

## 4. TERMINATION

- A. Termination of Agreement. This Agreement may be terminated by either the County or AOC upon written notice at least thirty (30) days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

- B. Termination of Agreement for Cause. If a party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if a party violates any of the covenants, agreements, or stipulations of this Agreement, the non-breaching party shall thereupon have the right to suspend or terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof.

## **5. LIABILITY**

Neither the AOC nor the County shall be liable for any claims, action, demand, suit or judgment arising from the other party's performance under this Agreement or the performance of the other party's agents, officers or employees. Both parties shall only be liable for any claim action demand, suit or judgment arising from its own performance under this Agreement or the performance of its own agents, officers or employees.

## **6. STATUS OF THE AOC AND THE COUNTY**

The AOC and County are separate legal entities. The AOC's agents and employees are not employees or agent of the County. The County's agents and employees are not employees or agents of the AOC. No powers of the County or the AOC express or implied shall be granted to the other party excepting those specifically set forth herein.

## **7. NEW MEXICO TORT CLAIMS ACT**

By entering into this Agreement, neither the AOC nor the County shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred 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. This Agreement is not intended to modify in any way the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The AOC and the County and their respective "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense or limitation of liability pursuant to law. No provision of this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act. Section 41-4-1 et seq, NMSA 1978, as amended.

## **8. NO THIRD PARTY BENEFICIARIES**

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

## **9. DISPUTES OR CLARIFICATION OF DUTIES AND OBLIGATIONS**

Disputes or further clarifications of the duties and obligations of the County to provide the security services described in this Agreement, the AOC's payment to the County for the provision of such services, or any other issues arising out of the County or AOC's

performance of this Agreement shall be discussed informally between the County, the AOC and the presiding judge of the Santa Fe County Magistrate Court. The AOC and the County acknowledge that the AOC is acting on behalf of the Santa Fe Magistrate Court in facilitating security service for the Santa Fe Magistrate Court, however the Santa Fe Magistrate Court is not a signatory or a party to this Agreement.

## 10. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties.

## 11. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made by the AOC and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the AOC to the County. Such termination shall be without penalty to the AOC, and the AOC shall have no duty to reimburse the County for expenditures made in the performance of this Agreement. The AOC is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the AOC. The AOC's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the County.

## 12. NOTICES

Any notice required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

### **For the AOC:**

Patrick T. Simpson  
 AOC Deputy Director  
 Administrative Office of the Courts  
 237 Don Gaspar  
 Santa Fe, NM 87501  
 (505) 476-1017  
[aocpts@nmcourts.gov](mailto:aocpts@nmcourts.gov)

### **For the Santa Fe Magistrate Court:**

Judge David Anthony Segura  
 Santa Fe Magistrate Court  
 (505) 984-9914  
[sfemdas@nmcourts.gov](mailto:sfemdas@nmcourts.gov)

For the County:

Major Kenny Johnson  
Santa Fe County Sheriff's Office  
Public Safety Complex  
25 Camino Justicia  
Santa Fe, NM 87508  
(505) 986-2489  
[kjohnson@santafecountynm.gov](mailto:kjohnson@santafecountynm.gov)

**13. FACSIMILE SIGNATURES**

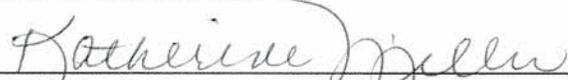
The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**14. INTEGRATION CLAUSE**

This Agreement incorporates all the covenants and understandings between the AOC and the County concerning the subject matter hereof, and all such covenants and understandings have been merged into this Agreement. No prior covenants or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

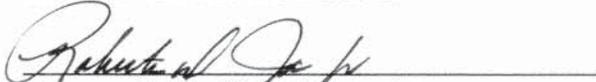
**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the last date indicated below.

**SANTA FE COUNTY:**

  
Katherine Miller, County Manager

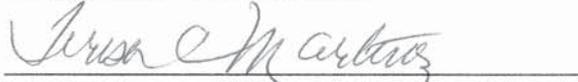
9.25.14  
Date

**APPROVED AS TO FORM:**

  
Gregory S. Shaffer, County Attorney

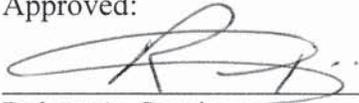
9/23/14  
Date

**FINANCE DEPARTMENT:**

  
Teresa C. Martinez, Finance Director

9/23/14  
Date

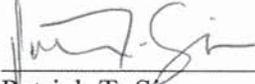
Approved:



Robert A. Garcia  
Santa Fe County Sheriff

9-24-14

**ADMINISTRATIVE OFFICE OF THE COURTS:**



Patrick T. Simpson  
Deputy Director