# MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA FE COUNTY SHERIFF'S OFFICE and THE FIRST JUDICIAL DISTRICT COURT REGARDING COURT SECURITY AT THE SANTA FE MAGISTRATE COURT

This agreement is made and entered into by and between The Santa Fe County Sheriff's Office (SFSO) and the First Judicial District Court (FJDC) for Court Security at the Santa Fe Magistrate Court.

Purpose: To ensure that the Santa Fe Magistrate Court, located at 2056 Galisteo Street, Santa Fe, New Mexico has the proper Court Security personnel assigned from the SFSO to provide adequate security for the employees, judges and public between the hours of 8:00 a.m. and 5:00 p.m., starting at (3) three days a week with a goal of getting a Court Security. Sheriff Deputy permanently assigned to the Magistrate Court 5 days a week.

# A. Responsibilities of the First Judicial District Court

The Court agrees to the following:

- a) In accordance with the agreement, this MOU permits the SFSO, Community Support Services Division, to occupy room 149 at the Steve Herrera Judicial Complex, which has a public lobby and secure office space to house their staff and serve the public.
- b) The Community Support Services Division will also occupy room 250 at the Steve Herrera Judicial Complex, which is secure office space to house their staff.
  - No additional parking spaces will be awarded or guaranteed as part of this agreement
  - The SFSO has 15 assigned spaces on the first level of parking in the upper basement
  - No computers, phones, equipment, supplies or support of any kind will be provided by the FJDC to the SFSO as part of this agreement

# B. Responsibilities of the Santa Fe County Sheriff's Office (SFSO)

The SFSO agrees to the following:

- a) In accordance with the agreement, this MOU requires that the SFSO assign a Sheriff Deputy to the Santa Fe Magistrate Court 3 days a week to provide security.
- b) Court security personnel shall be located in the secure-side of the building at 2056 Galisteo Street, Santa Fe, New Mexico.
- c) Court security personnel shall be on-site between the hours of 8:00 a.m. and 5:00 p.m., excluding the lunch hour, unless all parties mutually agree to an adjusted schedule.
- d) From time to time, the presiding judge may request additional coverage on a particular date.

- e) The presiding judge shall give reasonable notice (at least 24 hours) to the SFSO when requesting additional coverage.
- f) A timely response from the SFSO to the request for additional Court security personnel is encouraged.
- g) The SFSO will need to have the County IT Department install LAN drops to their network and setup their computers and printers at the Steve Herrera Judicial Complex as part of this agreement.

## **Enforcement of Agreement:**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

## Amendment:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

#### Termination:

APPROVED BY:

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination.

## Term:

THIS AGREEMENT runs from July 1, 2019 through June 30, 2020 unless terminated by either party.

Adam Mendoza, Sheriff Date

Santa Fe County

Adam Mendoza, Sheriff Date

Santa Fe County

Legal Department Lacke A Brown Santa Fe County

Attendary County Manager

Santa Fe County

Mary Marlowe Sommer, Chief Judge

11-9-19

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First Judicial District Court