

**AGREEMENT TO FACILITATE VIDEO ARRAIGNMENT**

This Agreement is entered into effective July 1, 2016 (the Effective Date) by and between the Administrative Office of the Courts (the AOC) and Santa Fe County, New Mexico (the County).

**1. Definitions**

"Detention Facility" means the following facility: Santa Fe County Adult Detention Center, 28 Camino Justicia, Santa Fe, New Mexico.

"Video Equipment" means the following equipment owned by the AOC:

(1) Polycom HDX6000, serial number 82132640F05FCP

"Associated Equipment" means the following equipment owned by the AOC:

- (1) 27" Sony TV
- (1) Secure cabinet
- (1) Brother MFC8220 fax machine
- (1) Cisco router, serial number FTX1230W0VB

**2. Purpose**

The AOC and the County desire to facilitate video arraignments between the Detention Facility and the Magistrate Court in Santa Fe, New Mexico (the Court), to promote public safety and the wise use of public funds while preserving justice and due process for persons accused of a criminal offense.

**3. Designation of the County's Liaison**

The County designates Mark K. Caldwell, Warden, 28 Camino Justicia, Santa Fe, NM 87508; phone (505) 428-3204; as its Liaison. The Liaison is the County's designated point of contact with the AOC. By way of example and not by way of limitation, the Liaison is responsible for working with the AOC's Contact Officer(s) identified below, to coordinate

scheduling, troubleshooting of technical problems, and use of facilities such as courtrooms or space in the Detention Facility. Any notice required by this Agreement to be given to the County is sufficient if given to the Liaison. The County will notify the AOC in writing of any change in the identity of its Liaison by notice to the AOC's Contact Officer as identified below. Such change is effective only upon receipt of notice by the AOC.

**4. Designation of the AOCs Contact Officers(s)**

The AOC designates Shawna Hochanadel, Video Network Operations Center Project Manager, Judicial Information Division 2905 Rodeo Park Drive East, Bldg. 5, Santa Fe New Mexico 87505; cell (505) 231-4594, fax (505) 476-6952, [shawna@nmcourts.gov](mailto:shawna@nmcourts.gov) as its Contact Officer. The County will direct its communications with the AOC to the Contact Officer. Any notice required by this Agreement to be given to the AOC is sufficient if given to the Contact Officer. The AOC will notify the County of any change in the identity of its Contact Officer by written notice to the Liaison. Such change is effective only upon written receipt of notice by the County.

**5. The County's Use of AOC Staff Time**

The County may require assistance from AOC staff training in the use of the Video Equipment or in the management of the County's equipment or network. AOC agrees to respond as quickly as reasonably possible in the event the County asks for assistance. AOC may determine that the County needs assistance, even if the County believes it does not. In that event AOC's decision in its sole and absolute discretion that the County does need assistance shall be final. The County agrees to cooperate with AOC Staff if the AOC determines the County requires assistance.

**6. Use of Video Equipment**

The County will not use the Video Equipment except for video arraignment between the Detention Facility and the Court, unless permission for additional use is given in writing by the AOC. The AOC may at its sole discretion enter into an agreement to allow another court or agency to use the Video Equipment. The AOC will notify the County in writing if it has so agreed, naming the court or agency which will be allowed to use the Video Equipment. The County agrees that it will cooperate with any other court or agency designated by the AOC as having permission to use the Video Equipment.

**7. Keys to the Video Equipment Cabinet**

The Video Equipment will be kept locked and secured in a cabinet to be furnished by the AOC, listed above as part of the Associated Equipment. Keys to the cabinet will be kept by the AOC Contact Officer, and the Chief Clerk at the Magistrate Court. All parties will take care that no unauthorized person has access to the key to the cabinet. If in the opinion of the AOC unqualified or unauthorized persons have had access to the cabinet, the AOC may demand that the key be returned. Alternatively, the AOC may at its sole discretion change the lock or locks on the cabinet and may deny a copy of the new key.

**8. Scheduling**

The Liaison shall cooperate with the Magistrate Court and the District Court to schedule use of the Video Equipment.

**9. Moving the Video Equipment**

The County will not move the Video Equipment or the cabinet in which the Video Equipment is kept without the written permission from the AOC. The cost of moving either the Video Equipment or the Associated Equipment, after permission from the AOC, shall be borne

by the County.

**10. Maintenance and Responsibility for Damage**

The County is responsible for returning the Video Equipment and the Associated Equipment in like, kind, and quality condition after use. If the damage incurred to either the Video Equipment or the Associated Equipment is not covered by the State Property policy or by the AOC's maintenance agreement, the County shall repair or replace the damaged equipment, as the AOC may determine in its sole discretion to be necessary. The AOC will keep maintenance agreements in force on the Video Equipment and the Associated Equipment if such agreements are available for reasonable cost. If the damage is covered by the State Property Policy and the damage is the fault of the County, the County will pay the deductible, except in cases where the total cost of replacing the damaged equipment is less than the deductible, in which case the County will simply replace the damaged equipment. If the Contact Officer so directs, the County agrees to return damaged or broken equipment immediately with all associated cable and accessories (such as remote control) to the appropriate company. Additional toner/ink cartridge purchase must be provided by the Detention Facility.

**11. Cost for Telecommunication Network**

The County agrees to pay the installation cost and the monthly recurring cost of the telecommunication network. It is the County's responsibility to contract for this service, coordinating with the Contact Officer to ensure that the service for which it is contracting is the appropriate type of service. If the County cancels its contract with the provider of the telecommunication network before it expires, the County is solely responsible for paying any associated penalty. If the County fails to timely renew its annual contract with the provider, resulting in higher month-to-month costs, such higher costs are the sole responsibility of the

County.

**12. Telecommunications Networking Troubleshooting**

If the telecommunication company is called to the Detention Facility or to the Court for trouble shooting and the problem is due to negligence or misuse by the Detention Facility's staff, the County is responsible for paying any fees charged by the telecommunications company for such troubleshooting.

**13. Usage Audits**

The AOC will conduct periodic usage audits to determine how often the Video Equipment is being used. If in the opinion of the AOC the Video Equipment is underused the AOC will notify the County in writing. If after three additional months the Video Equipment is still underused in the opinion of the AOC the AOC shall have the right to remove the Video Equipment and the Associated Equipment from the Detention Facility. If the AOC removes the Video Equipment and the Associated Equipment, the County remains liable to the telecommunications network provider for any cancellation fees or remaining costs under its contract with the provider.

**14. Liaison's Responsibility to Certify Initial Receipt and Annual Inventory of Equipment.**

The Liaison or the Administrator of the Detention Facility shall certify on form furnished by the AOC for this purpose that the Detention Facility received the Video Equipment and the Associated Equipment. The Liaison or the Administrator of the Detention Facility shall certify annually the inventory of the Video Equipment and the Associated Equipment in the Detention Facility on a form furnished by the AOC for this purpose. If any of the Video Equipment or the Associated Equipment is missing it shall be the responsibility of the County to promptly replace the missing items(s). If there is a change of companies managing the Detention Facility, the

AOC will be notified and all Video Equipment and Associated Equipment will be accounted for prior to and after the transition.

**15. Site Audits**

The AOC may conduct site audits of the Video Equipment and the Associated Equipment at times determined by the AOC in its sole discretion.

**16. Compliance with Judicial Requests**

The County agrees that the Detention Facility staff will cooperate with requests made by any judge who is using the Video Equipment or the Associated Equipment concerning the usage of said equipment. If County personnel are concerned that the judge's instructions concerning the equipment are improper, County personnel shall notify the Contact Officer. If there is a change of companies managing the Detention Facility, the AOC will be notified and all Video Equipment and Associated Equipment will be accounted for by the County to AOC prior to the transition. After the transition, the new manager shall certify receipt of all Video Equipment and Associated Equipment. The County shall ensure that the new manager makes this certification.

**17. Time of the Essence**

The parties agree that time is of the essence in complying with provisions of this Agreement relating to maintenance and responsibility for damage of the Video Equipment because the Video Equipment is sensitive and expensive, and because it is greatly needed in the Courts to protect the safety and security of the public and the Courts.

**18. Compliance with Court and Jail Standards**

The Detention Facility shall comply with applicable provisions of the Court and Jail Standards, a copy of which is attached to and incorporated into this Agreement.

**19. Default**

Any party failing to comply with any of its obligations under this Agreement shall be in

default. A party failing to comply with its obligations relating to proper use, maintenance and repair of the Video Equipment shall be in default after seven days. A party failing to comply with any of its other obligations shall be in default after thirty days. The opposing party may serve written notice on the defaulting party terminating this Agreement if the defaulting party does not cure its default in seven days or receipt of the notice if the default relates to maintenance and repair of the Video Equipment, or within thirty days for any other default. Notice is to be directed to the Liaison or to the Contact Officer, as may be appropriate.

**20. AOC or County not Liable if No Funds Appropriated**


The AOC's or the County's duties under this Agreement shall cease if the New Mexico Legislature does not appropriate sufficient funds to enable the AOC or the County to meet those duties. The AOC or the County's decision as to whether sufficient appropriations are available shall be accepted by the AOC or the County and shall be final.

**21. Term and Termination**

This Agreement will become effective on the Effective Date when signed by all parties. It will terminate June 30, 2020, unless terminated earlier by either party. Either party may terminate this Agreement for any reason by providing thirty days written notice to the other party. If this Agreement is terminated, each party shall solely responsible for payment of any expenses it has incurred or any damages to the Video Equipment or Associated Equipment attributable to that party.

**SIGNATURE PAGE**

**ADMINISTRATIVE OFFICE OF THE COURTS:**

  
\_\_\_\_\_  
Arthur W. Pepin, Director


7/27/2016  
\_\_\_\_\_  
Date

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

5.18.16  
\_\_\_\_\_  
Date

Approved as to form

  
\_\_\_\_\_  
Gregory S. Shaffer  
County Attorney

5-17-16  
\_\_\_\_\_  
Date