

**SANTA FE COUNTY
RESOLUTION 2023- 048**

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on May 30, 2023, did request the following budget adjustment:

Department / Division Community Services Department/Health Services Division Fiscal Year: 2023 (July 1, 2022 - June 30, 2023)
 Budget Adjustment Type (drop down): Other

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
241	0404	380	0113	Agreement / First Judicial Court	\$ 30,000	
Total					\$ 30,000	\$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
241	0404	464	5003	Clinical Guidance for Transformative Justice Initiative	\$ 30,000	
Total					\$ 30,000	\$ -

Requesting Department Approval: Elizabeth Peterson Title: COSSAP Administrative Program Manager Date: 4/26/2023 Log # 677
 Capital/Grants Approval: Samuel L Montoya Date: 5/8/2023 Budget Administrator: Tom Steen
 Finance Dept Approval: Tom Steen Date: 5/8/2023 Entered by: _____ Date: _____
 County Mgr Approval: [Signature] 5/8/2023 CLERK RECORDED Updated by: _____ Date: _____

SANTA FE COUNTY
RESOLUTION 2023- 048

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT
(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

1	Please summarize the request and its purpose in the area below. In the 2022 regular legislative session, the 1st JCD received an appropriation to provide for the partial funding of the Wellness Court/Transformative Justice Initiative in Santa Fe County. CSD plans to use the appropriation to fund The Mountain Center for navigation services and clinical guidance for the Transformative Justice (TJ) referred by the Santa Fe Magistrate Court through a new service agreement.	Recurring		Non-Recurring	X
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)				
3	Does this request impact a revenue source?	Yes	X	No	
	A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy				X
	B. Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget. 2023-0190-A-CSD/BT	X			
	C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)				X
	D. Is a match required? If Yes, please identify funding source in the line below.				X

PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED (Drop Down)
					N/A	

SANTA FE COUNTY
RESOLUTION 2023- 048

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 30th Day of May, 2023.

Santa Fe Board of County Commissioners

Anna Hansen
Anna Hansen, Chairperson

ATTEST:

Katharine E. Clark

Katharine E. Clark, County Clerk

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for Record On The 6TH Day Of June, 2023 at 08:11:34 AM And Was Duly Recorded as Instrument # 2013262 Of The Records Of Santa Fe County

BCC RESOLUTIONS
PAGES: 6

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy Darby Pomeroy County Clerk, Santa Fe, NM



SFC CLERK RECORDED 06/06/2023



**STATE OF NEW MEXICO
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made between the **First Judicial District Court** (hereinafter "District Court") and **Santa Fe County, Community Services Department** (hereinafter "Community Services Department") to provide for the partial funding of the Wellness Court/Transformative Justice Initiative in Santa Fe County, New Mexico (hereinafter the "Program"), pursuant to an appropriation received from the New Mexico State Legislature (hereinafter "Legislature") in the 2022 regular legislative session.

COMMUNITY SERVICES DEPARTMENT contact:

Elizabeth Peterson, Program Manager
Santa Fe County Community Services Department
100 Catron St.
Santa Fe, New Mexico 87501
Telephone Number: (505) 986-6372

1. **Purpose and Scope.** The purpose of this MOU is to clearly identify the roles and responsibilities of the Community Services Department and the District Court in relation to the pass-through funding for the Program that was appropriated to the District Court by the Legislature in the 2022 regular legislative session.

a. COMMUNITY SERVICES DEPARTMENT RESPONSIBILITIES:

- A. Community Services Department shall be solely responsible for contract management of the Program (The Mountain Center and the Wellness Court/Transformative Justice Initiative).
- B. Community Services Department shall be solely responsible for establishing, securing, and distributing all rules and regulations relative to the operation of the Program.
- C. Under the direction of the Program Manager Elizabeth Peterson, The Mountain Center shall be solely responsible for providing navigation services for the Program to individuals ages 18 to 30 years old with serious behavioral health challenges referred from the Magistrate Court.
- D. Community Services Department shall be solely responsible for all financial obligations that are incurred by the Community Services Department in administering the Program.

b. DISTRICT COURT RESPONSIBILITIES:

SFC CLERK RECORDED 06/06/2023

- A. District Court will serve as a pass-through entity for the sole purpose of issuing a single payment in the amount of thirty thousand dollars (\$30,000.00), which is the amount appropriated by the Legislature in the 2022 regular legislative session, to partially fund the Program for the fiscal year beginning July 1, 2022.
 - B. District Court agrees to issue payment in a timely manner.
 - C. The responsibilities set forth in this section are the District Court's only responsibilities pursuant to this MOU, and the District Court shall not have, nor be deemed to have any other responsibilities, obligations, or liabilities, nor shall any other responsibilities, obligations, or liabilities be inferred from any provision of this MOU.

- 2. **Funding.** The only source of funding that is the subject of this MOU is the amount of thirty thousand dollars (\$30,000.00) that was appropriated by the Legislature in the 2022 regular legislative session. The District Court's only responsibility under this MOU is to provide the pass-through funding to the Community Services Department for the operations of the Program and the District Court has no other funding or financial obligation of any kind to the Community Services Department. Should the State of New Mexico fail to provide or disburse the funding for any reason whatsoever, the District Court is not responsible for obtaining alternative funding for the Program, nor shall the District Court use its own funding for the Program, nor will the District Court be held liable for the State's failure to provide or disburse the funding.

- 3. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts, omissions or negligence in connection with this MOU. Any liability incurred 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, as well as any other inherent immunity.

- 4. **Appropriations.** The performance of the duties of both parties under this MOU is contingent on sufficient appropriations and authorizations for expenditures being made by the New Mexico Legislature. If sufficient appropriations and authorizations are not made by the Legislature, this MOU shall, notwithstanding the provisions of any other paragraph, terminate upon the Community Services Department's receipt of written notice of termination from the District Court. The District Court's decision on whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by the Community Services Department and shall be final.

- 5. **Release and Agency.** Upon payment of the thirty thousand dollars (\$30,000.00) to be paid pursuant to this MOU, the Community Services Department releases the District Court, its employees, and the State of New Mexico from all liability, claims, and obligations arising under this MOU that were reasonably discoverable prior to final payment.

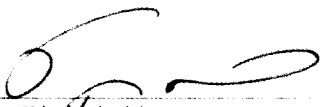
- 6. **Conflict of Interest.** The Community Services Department warrants that the Program presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of services required under this

MOU. The Community Services Department will comply with all statutory provisions that require disclosure to the Secretary of State of amounts received under state contracts if such provisions are applicable.

- 7. **Equal Opportunity Compliance.** The Community Services Department, in the performance of this MOU, shall not discriminate against any employee, client or other person on the basis of race, color, religion, national origin, sex, age or disability.
- 8. **Notice.** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 9. **Scope of Agreement.** This MOU incorporates all the agreements, covenants, and understandings between the Community Services Department and the District Court concerning the subject matter of the MOU, and all such covenants, agreements and understandings are merged into this written MOU. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.
- 10. **Amendment.** This MOU shall not be altered, changed or amended except by instrument in writing executed by the parties to this MOU.
- 11. **Applicable Law.** This MOU shall be governed by the applicable laws, statutes, rules and regulations of the State of New Mexico.
- 12. **Interest.** The District Court is not responsible for any interest payments under this MOU.
- 13. **Effective Date and Term.** This MOU is not effective until it has been signed by both parties. This MOU shall terminate upon the District Court making the single payment of thirty thousand dollars (\$30,000.00), unless earlier terminated as provided herein, or extended by written agreement of the parties.

Signed by the parties on the dates indicated:

FIRST JUDICIAL DISTRICT COURT



 Judge Biedscheid

Date: 4-10-23

SANTA FE COUNTY



 Gregory S. Shaffer
 Santa Fe County Manager

Date: 4/10/2023

Approved as to form by Roberta D. Joe, Assistant County Attorney for J.V. Santa Fe County Attorney 4/6/2023