

INTERGOVERNMENTAL AGREEMENT BETWEEN THE SANTA FE PUBLIC SCHOOLS AND SANTA FE COUNTY

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into as of the date of last signature below, between SANTA FE PUBLIC SCHOOLS (“SFPS”) and SANTA FE COUNTY, a political subdivision of the State of New Mexico (“County”), for the purpose of providing diversified funding streams to support and enhance prevention and early intervention programming, including but not limited to Second Step, WAVE, Teen Mental Health First Aid, Signs of Suicide, and social-emotional professional development trainings.

WHEREAS, youth in Santa Fe County and across New Mexico experience elevated rates of behavioral health challenges, including anxiety, depression, substance use, and suicide risk, compared to national averages¹; and

WHEREAS, data from state and local sources, including the New Mexico Department of Health and the New Mexico Youth Risk and Resiliency Survey, indicate persistent concerns related to youth mental health, including high rates of reported sadness or hopelessness, suicidal ideation, and substance use among adolescents²; and

WHEREAS, Santa Fe Public Schools serves a diverse student population with varying social, emotional, and behavioral health needs that require comprehensive, culturally responsive, and evidence-based prevention programming³; and

WHEREAS, research demonstrates that early intervention and prevention programs, including social-emotional learning, mental health literacy, and violence prevention initiatives, improve student outcomes, reduce risk behaviors, and strengthen school climate⁴; and

WHEREAS, the County has identified youth behavioral health and violence prevention as priority areas and seeks to invest in sustainable, evidence-based strategies to support youth and families across Santa Fe County⁵; and

WHEREAS, collaboration between local government and public education systems is a best practice for leveraging resources, aligning services, and maximizing the impact of prevention and early intervention efforts⁶.

¹ New Mexico Department of Health, *Suicide in New Mexico* (latest available report); Centers for Disease Control and Prevention (CDC), Youth Risk Behavior Surveillance System (YRBSS).

² New Mexico Department of Health & Public Education Department, *New Mexico Youth Risk and Resiliency Survey (YRRS)* (latest available cycle).

³ Santa Fe Public Schools, district demographic and accountability reports (latest available).

⁴ Collaborative for Academic, Social, and Emotional Learning (CASEL), *SEL Impact Findings*; Substance Abuse and Mental Health Services Administration (SAMHSA), *Prevention Framework*.

⁵ Santa Fe County, *Behavioral Health Services Division Reports* and County Strategic Planning documents (latest available).

⁶ National Association of Counties (NACo); U.S. Department of Health and Human Services (HHS), cross-sector collaboration guidance on behavioral health.

NOW, THEREFORE, the parties agree:

1. PURPOSE

The purpose of this IGA is to collaboratively implement, sustain, and deliver comprehensive prevention and early intervention programming within Santa Fe Public Schools. These programs include, but are not limited to, Second Step, WAVE, Teen Mental Health First Aid, Signs of Suicide, and social-emotional professional development trainings. The programs are aimed at promoting student mental health and well-being, strengthening social-emotional skills, and reducing risk factors associated with youth violence, substance use, and involvement in the justice system.

Recognizing the need for a coordinated and proactive response to youth behavioral health challenges in Santa Fe County, this partnership seeks to build and support effective, evidence-based prevention strategies within school settings. Through this IGA, the Parties commit to aligning resources, funding streams, data collection, and program delivery to create a cohesive and sustainable system of support for students, staff, and families.

2. SCOPE OF IGA

A. SFPS has the following duties under this IGA:

Implement and deliver the following youth development and school-based prevention services:

1. WAVE Program

- Provide positive youth development and school-based prevention services for middle school and high school students through the WAVE Program.

2. Social Emotional Learning

- Implement the Second Step social-emotional learning curriculum in elementary and middle school classrooms to promote skills in empathy, emotion management, problem-solving, and positive decision-making.
- Provide support and coaching for teachers to integrate Second Step lessons effectively into classroom instruction.

3. Gender Support and Equity Services

- Deliver individual and group support services for LGBTQ+ students and their families.
- Provide equity and inclusion trainings for staff and students to foster a supportive and inclusive school environment.

4. Experiential Learning

- Provide training and support for staff to integrate experiential learning strategies into classroom and school activities.

- Build staff capacity to establish positive relationships and rapport with students.

5. Mental Health Initiative

- Middle School: Implement evidence-based suicide prevention curriculum with middle school students at identified grade levels to increase suicide prevention awareness and early intervention skills.
- High School: Implement Teen Mental Health First Aid (tMHFA) training within 9th grade health classes to increase mental health literacy and early intervention skills.
- Staff: Provide Youth Mental Health First Aid (YMHFA) training for SFPS staff to increase mental health literacy and early intervention skills.
- Caregivers: Provide workshops and education opportunities for parents and caregivers to strengthen knowledge and skills in supporting youth mental health social-emotional development.

6. Professional Development Expansion

- Expand professional development opportunities by training site-based staff, district administration, volunteers, and other relevant personnel in relevant mental health, social emotional learning, and other health and well-being topics.

7. Caregiver Engagement

- Provide workshops and educational opportunities for parents and caregivers to strengthen knowledge and skills in supporting youth mental health and social-emotional development.

B. The County has the following duties under this IGA

- Provide diversified funding streams to support the implementation, delivery, and sustainability of all programs and services described above.
- Retain the ability to monitor the use of funds through reporting and coordination, without assuming responsibility for direct program delivery.
- Participate in regular coordination meetings with SFPS to review program progress.

3. TERM

This IGA shall become effective on the date of the last signature executed by the Parties below and will remain in effect for a term of three years from that date. The term of this IGA may be extended upon mutual written agreement of the Parties, either through a formal amendment to this IGA or by the execution of a new IGA.

4. TERMINATION

This IGA may be terminated by either party upon written notice delivered to the other party at least 30 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. FUNDING

For the programs and services outlined in Section 2 above and at the outset of this IGA, the County will provide funding to SFPS as follows:

1. **\$45,000 from the LDWI Program** – including estimated reversion of unspent funds.
2. **\$55,000 from the Youth & Family Services Division.**
3. **\$50,000 from Santa Fe County Behavioral Health.**

The total *annual* compensation payable to SFPS under this IGA will not exceed **\$150,000.00**, inclusive of New Mexico gross receipts tax. Payment is subject to the availability of funds pursuant to Paragraph 8 (Appropriations).

SFPS will invoice the County upon completion of the work, in accordance with the deliverables outlined in Section 2. All invoices must be received by the County no later than **15 days after the termination of the term in which the services were delivered.**

The sale of services funded by this IGA is exempt from the New Mexico Gross Receipts and Compensating Tax Act, NMSA 1978, Section 7-9-13.

6. CONFIDENTIALITY

The Parties acknowledge that, while implementing the programs described in Section 2, SFPS may collect sensitive information, including student records, health information, and behavioral health assessments.

1. **Protection of Information** – SFPS shall maintain the confidentiality of all such information in accordance with applicable federal, state, and local laws, including the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and any other relevant statutes or regulations.
2. **Reporting to Santa Fe County** – Any information shared with the County under this IGA will be strictly limited to **aggregated numeric data, program participation metrics, and non-identifiable anecdotal information.** No personally identifiable information (PII) or individual student data will be disclosed.
3. **Use of Information** – Data shared with the County may be used solely for purposes of program oversight, reporting, funding accountability, and evaluation of overall program effectiveness.
4. **Data Security** – SFPS shall implement reasonable administrative, technical, and physical safeguards to protect all confidential information from unauthorized access, use, or disclosure.
5. **Survival** – The obligations of confidentiality under this Section will survive the termination or expiration of this IGA.

7. NO AGENCY

SFPS employees are solely employees of SFPS, and Santa Fe County employees are solely employees of the County. Neither party, nor any of their employees, shall be considered the agent, representative, or employee of the other party for any purpose under this IGA. Neither party has the authority to bind or obligate the other in any manner.

8. APPROPRIATIONS

The obligations of the parties under this IGA are contingent upon sufficient appropriations and authorizations by the respective governing bodies and funding sources. If sufficient appropriations and/or authorizations are not made by the County or other funding sources, this IGA may be terminated.

If the County provides written notice of termination due to insufficient appropriations or authorizations, this IGA will terminate immediately upon receipt of such notice by SFPS. The County's determination regarding insufficient appropriations or funding availability shall be final and accepted by SFPS.

9. AMENDMENT

This IGA will not be altered, changed, or amended except by an instrument in writing signed by the Parties.

10. LIABILITY

Each Party will be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this IGA. Each Party will be liable for its actions in accordance with this IGA.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the County or SFPS in connection with this IGA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended. Neither the County, SFPS, nor their respective public employees, as defined under the New Mexico Tort Claims Act, waive sovereign immunity, any defense, or any limitation of liability provided by law.

No provision of this IGA will be construed to modify, limit, or waive any rights, immunities, or protections under the New Mexico Tort Claims Act.

12. NO THIRD PARTY BENEFICIARIES

By entering into this IGA, the Parties do not intend to create any right, title or interest in or for the benefit of any person not a party to this IGA. No person shall claim any right, title or interest under this IGA or seek to enforce this IGA as a third-party beneficiary of this IGA.

13. ASSIGNMENT

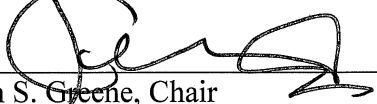
No Party will assign or transfer any interest in this IGA or assign any claims for money due or to become due under this IGA without the prior written approval of the other Party.

14. ENTIRE IGA; INTEGRATION

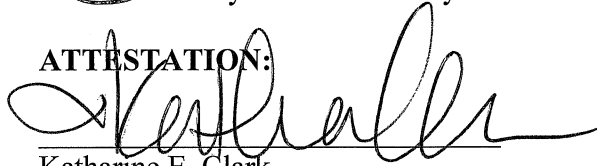
This IGA incorporates all the agreements and understandings of the Parties regarding the subject of this IGA. All agreements and understandings concerning the subject of this IGA are merged into this IGA. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the Parties will be valid or enforceable unless embodied in this IGA.

IN WITNESS WHEREOF, the parties have duly executed this IGA as of the date of last signature of the parties.

SANTA FE COUNTY


Justin S. Greene, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:


Katharine E. Clark
Santa Fe County Clerk

08/28/2026
Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

7/30/2026
Date

SANTA FE PUBLIC SCHOOLS OFFICE


Signature
Jenn Jeverson, Asst Dir. of Student Wellness
Santa Fe Public Schools

8/2/2026
Date