

Santa Fe County Purchasing Process Request Form

Date Submitted:	6/9/2026	Requesting User Agency:	
Name & Phone of Contact Person:	Joe Lozano 505-995-9555 or LeAnne Rodriguez 505-992-9830		
Contract Tracking #/Buyer (Purchasing)	2026-0398-CSD	BCC Approval? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		If yes, please indicate date	

AGENCY REQUEST: (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency need. Describe what you are attempting to purchase, obtain or accomplish. Attach additional information relating to your request (scope of work, specifications, bid items on etc.)

REQUEST: Request for signature approval from the County Manager of the attached MOU between the First Judicial District Court and The Santa Fe County Uplift Youth Program for services in FY27. Please call Joe or LeAnne when ready for pick-up. District Court deadline to receive signatures is 6/26/26.

/Does this request require IT approval? Yes No **If yes, is the approved work order attached?** Yes No

PURCHASING STATUS:

FINANCIAL / BUDGETARY INFORMATION: (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

<u>Grants</u>	<u>Capital, Fund & Cost Center Approval</u>	<u>Budget Approval:</u>
Is this grant related? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this a capital project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes: provide fund(s) _____	Capital approval: _____	
Grant approval: _____	Fund/Cost Center approval: _____	

Please provide account number(s) for this request: Funds in the amount of sixty thousand dollars (\$60,000) were appropriated to the District Court by the Legislature in the 2026 regular legislative session to provide for partial funding for operating, administering, managing, and maintaining the Santa Fe County Uplift Youth Program in FY27.

LEGAL FORM: (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

No known liability to the County.

LEGAL APPROVAL: (sign and date)

FINANCE DIRECTOR APPROVAL: (sign and date)

COUNTY MANAGER APPROVAL: (sign and date)

 Gregory S. Shaffer, County Manager 6/14/2026

A/TTACH NEEDED DOCUMENTS (Purchase Requisition, Justification Memo & Documentation (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC memorandum, Price Agreement used (SPA, GSA, etc.))



**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 **Teen Court of Santa Fe County** (hereinafter "Teen Court") to provide for the partial funding of the Teen Court Program in Santa Fe County, New Mexico (hereinafter "Program"), pursuant to an appropriation received from the New Mexico State Legislature (hereinafter "Legislature") in the 2026 regular legislative session.

TEEN COURT contact:

Ms. Chanelle G. Delgado
240 Grant Ave.
Santa Fe, New Mexico 87501
Telephone Number: (505) 995-9555

1. **Purpose and Scope.** The purpose of this MOU is to clearly identify the roles and responsibilities of Teen Court 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 2026 regular legislative session.

a. TEEN COURT RESPONSIBILITIES:

- A. TEEN COURT shall be solely responsible for operating, administering, managing, and maintaining the Program.
- B. TEEN COURT 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 Teen Court Coordinator(s), the Program shall be solely responsible for providing volunteer support staff including, but not limited to, any and all judges and attorneys necessary for the operation of the Program.
- D. TEEN COURT shall be solely responsible for providing security services for hearings at no expense to the First Judicial District Court.
- E. TEEN COURT shall be solely responsible for paying the New Mexico gross receipts tax levied on the amounts payable under this MOU, and for paying any other financial obligations of TEEN COURT.

b. FIRST JUDICIAL DISTRICT COURT RESPONSIBILITIES:

- A. DISTRICT COURT agrees to serve as a pass-through entity for the sole purpose of issuing a single payment in the amount of sixty thousand


dollars (\$60,000), which is the amount appropriated by the Legislature in the 2025 regular legislative session, to partially fund the Program for the fiscal year beginning July 1, 2026.

- B. DISTRICT COURT agrees to issue payment in a timely manner.
 - C. The responsibilities set forth in this section (1.b) are DISTRICT COURT's only responsibilities pursuant to this MOU, and 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 the MOU.
2. **Funding.** The only source of funding that is the subject of this MOU is the amount of sixty thousand dollars (\$60,000.00) that was appropriated by the Legislature in the 2026 regular legislative session. The District Court's only responsibility under this MOU is to provide the pass-through funding to Teen Court that was appropriated in the 2026 regular legislative session, and the District Court has no other funding or financial obligation of any kind to Teen Court. 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 continuation of this MOU is contingent on sufficient appropriations and authorizations for expenditures being made by the New Mexico Legislature to permit payment. If sufficient appropriations and authorizations are not made by the Legislature, this MOU shall, notwithstanding the provisions of any other paragraph, terminate on Teen Court's receipt of written notice of termination from the First Judicial District Court. The First Judicial District Court's decision on whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by Teen Court and shall be final.
 5. **Release and Agency.** Upon payment of the amount to be paid pursuant to this MOU, Teen Court releases the First Judicial 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.** Teen Court warrants that Teen Court 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. Teen Court shall comply with all statutory provisions that require disclosure to the Secretary of State of amounts received under state contracts when and if such provisions become applicable.

- 7. **Equal Opportunity Compliance.** Teen Court, 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 Teen Court 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 the 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 the terms of this MOU
- 13. **Effective Date and Term.** This MOU is not effective until it has been signed by all parties. After all parties have signed the MOU, the MOU and its terms and conditions shall become effective on July 1, 2026, and shall terminate upon the District Court making the single payment of sixty thousand dollars (\$60,000), unless terminated as provided herein or renewed or extended by written agreement of all parties.

Signed by the parties on the dates indicated:

FIRST JUDICIAL DISTRICT COURT

BY: 

 Bryan Biedscheid, Chief Judge

DATE: 6/12/26

SANTA FE COUNTY TEEN COURT

BY: 

 Gregory Shaffer, County Manager

DATE: 6/14/2026

Approved as to form by Roberta D. Joe, Assistant County Attorney for W.B., Santa Fe County Attorney 6/11/2026