






DATE: October 7, 2025

TO: Governing Body, Finance Committee, and Quality of Life Committee

VIA: Henri Hammond-Paul, Community Health and Safety Department Director 
Sierra Vigil-Trujillo, Youth and Family Services Project Administrator 

FROM: Sandra Emory, Youth & Family Services Program Manager 

ITEM AND ISSUE:

Request Approval of Intergovernmental IGA 2026-0050-CSD Between the First Judicial District Attorney’s Office, the City and Santa Fe County to Collaboratively Implement, Sustain and Evaluate Two Programs: The Youth Community Violence Initiative and a Youth Diversion Initiative Known as Uplift Youth to Reduce Youth Involvement in Violence and the Juvenile Justice System through Proactive, Trauma-Informed, and Community-Centered Approaches for a Term Ending on December 31, 2025. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

BACKGROUND AND SUMMARY:

In 2021, the City of Santa Fe Youth and Family Services Division initiated a research and development process to create a sustainable approach to youth violence prevention, particularly focusing on gun violence. The process involved interviews, community discussion, data reviews and a report by an independent consultant, which culminated in the development of a strategic plan for a continuum of youth community violence interruption services. The City and Santa Fe County have since collaborated to create a coordinated community response to violence prevention, especially youth and gun violence.

The Youth Community Violence Interruption (YCVI) Program follows a public health approach that supports, educates and engages youth at high risk of either perpetrating or being victims of youth and/or gun violence. This program also offers intergenerational healing for families and caregivers affected by violence. Direct program participants are youth and young adults (up to age 24) who are at risk due to involvement with the criminal justice system, gun violence, or related trauma. The services to be provided align with the City of Santa Fe’s Youth Violence Prevention Strategic Plan Critical Priority Objective 2: to educate, navigate, and employ youth at high risk for violence and credibly reach youth at high risk for violent victimization or perpetration to:

- Saturate participants in protective factors that reduce their risk for violence, and
- Build participants capacity to serve as community support workers equipped to contribute to community violence prevention over time.

This IGA will allow the First Judicial District Attorney’s Office to refer eligible youth for diversion to the YCVI and collaborate with the City and the County in case coordination.

ACTION REQUESTED:

Approval of IGA 2026-0050-CSD.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE FIRST
JUDICIAL DISTRICT ATTORNEYS OFFICE, THE
CITY OF SANTA FE, AND SANTA FE COUNTY**

THIS INTERGOVERNMENTAL IGA (“IGA”) is entered into on the date of last signature below, between the FIRST JUDICIAL DISTRICT ATTORNEY’S OFFICE (“FJDA”), the CITY OF SANTA FE, a municipality chartered under the laws of the State of New Mexico (“City”), and SANTA FE COUNTY, a political subdivision of the state of New Mexico (“County”) regarding the use of FJDA funds by the parties to collaboratively implement, sustain, and evaluate two programs: the Youth Community Violence Initiative (the “Initiative”), and a youth diversion program initiative known as “Uplift Youth”.

WHEREAS, youth involved in the juvenile justice system face significant challenges that can impact their long-term well-being and community safety; and

WHEREAS, diversion programs that provide supportive, community-based interventions are critical to reducing recidivism and promoting positive youth development; and

WHEREAS, the Uplift Youth program and the Initiative offer comprehensive, culturally responsive, and evidence-informed intensive case management services tailored to address the unique needs of youth at risk of involvement in the justice system; and

WHEREAS, empowering the FJDA to refer eligible youth to these programs facilitates timely intervention and coordination of services that address underlying factors contributing to juvenile delinquency; and

WHEREAS, these diversion efforts align with the broader goals of restorative justice, community healing, and reducing the reliance on formal court processing for youth offenses.

WHEREAS, the FJDA is encouraged to refer youth to the Uplift Youth program and the Initiative as part of a comprehensive approach to juvenile diversion, ensuring youth receive appropriate case management services designed to promote accountability, rehabilitation, and community safety.

NOW, THEREFORE, the parties agree:

1. PURPOSE

The purpose of this IGA is to collaboratively implement, sustain, and evaluate the Uplift Youth program and the Initiative. Both programs are aimed at reducing youth involvement in violence and the justice system through proactive, trauma-informed, and community-centered approaches.

Recognizing the need for a coordinated response to rising concerns about youth violence and delinquent acts, this tri-agency partnership aims to build and support effective prevention and diversion pathways. Uplift Youth will focus on prevention, early intervention, behavioral health case management, and diversion programs. Through the

Initiative, the parties to this IGA commit to aligning and evaluating participant engagement, resources, data, services, and the program to create a cohesive and supportive system for youth and their families.

2. SCOPE OF IGA

A. The FJDA has the following duties under this IGA:

- (i) To create written protocols that FJDA will use to refer eligible youth referred to the FJDA for prosecution pursuant to NMSA 1978 §§ 32A-2-3 and 32A-2-7 to the Uplift Youth program (12 to 18 year olds), and/or the Initiative (up to age 24).
- (ii) Refer eligible youth for diversion to either the Uplift Youth program or the Initiative.
- (iii) Collaborate with the County and the City in case coordination.
- (iv) Provide funding to the County for the purpose of retaining a consultant and the delivery of youth behavioral health case management.
- (v) Assist County efforts to gather and report information to any funding sources requiring such information.
- (vi) Participate in regular tri-agency coordination meetings to monitor overall progress of the two programs as well as progress of individual clients, address program and client challenges, and share data and insights, as allowed by law.

B. The County has the following duties under this IGA:

- (i) Oversee the Uplift Youth program and the Initiative.
- (ii) Provide youth behavioral health case management services to youth under the age of 14, enrolled in the Initiative.
 - a. Services will include behavioral health assessments, care coordination, linkage to community support, and family engagement.
 - b. Staff will utilize trauma informed and culturally responsive practices.
- (iii) Use funds provided by the FJDA to retain consultants who will:
 - a. Support the design, implementation and evaluation of the Uplift Youth program and the Initiative.
 - b. Assist in community engagement, cross-sector coordination, and geographic expansion of services.
 - c. Continue strategic planning and sustainability efforts.
- (iv) Manage consultant contracts and related required deliverables.
- (v) Submit quarterly reports to the FJDA and provide information to the FJDA that is required by any funding source.
- (vi) Actively participate in regular tri-agency coordination meetings to monitor overall progress of the programs as well as progress of individual clients, address program and client challenges, and share data and insights, as allowed by law.

C. The City has the following duties under this IGA:

- (i) Actively participate in regular tri-agency coordination meetings regarding the services performed by the parties to this IGA to monitor overall progress of the programs as well as progress of individual clients, address challenges of the programs and individual clients, and share data and insights, as allowed by law.
- (ii) The City is not a fiscal partner in this IGA and is not involved in the use of funds for the Uplift Youth program or the Initiative.

CI. TERM

This IGA is effective on the last date of signature by the parties below and the term will terminate December 31, 2025. The term may be extended by written amendment of this IGA, or a new IGA signed by the parties.

CII. TERMINATION

This IGA may be terminated by either party upon written notice delivered to the other parties 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.

CIII. FUNDING

For the programs criteria outlined in Section 2 above and at the outset of this IGA, the FJDA will pay the County up to \$50,000.00 based upon completion of required deliverables. The compensation payable to the County under this IGA will not exceed \$50,000.00, excluding NM GRT. Payment is subject to availability of funds pursuant to Paragraph 8 (Appropriations). All invoices MUST BE received by FJDA no later than fifteen (15) days after the termination of the term in which the services were delivered. Santa Fe County will invoice FJDA after the work is performed in accordance with the deliverables.

The sale of services by the Contractor to state or local agencies is exempt from the New Mexico Gross Receipts and Compensating Tax Act, NMSA 1978, Section 7-9-13.

Funding allocated by the District Attorney's Office to Santa Fe County shall support:

- (i) Youth behavioral health case management services.
- (ii) Diversification and expansion of consultant services supporting Santa Fe County and First Judicial District implementation.
- (iii) Administrative coordination and reporting requirements tied to this multi-agency effort.
- (iv) Evaluation of the effectiveness of the program consistent with the agreed upon deliverables and measures.

6. CONFIDENTIALITY

The parties agree that any records and information related to behavioral health case management will be confidential as provided by law.

7. NO AGENCY

The County, City, and FJDA employees are the sole employees of their appropriate agency. Each separate party and their employees are not agents of the other parties to this IGA.

8. APPROPRIATIONS

The parties' obligations under this IGA are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico, the respective governing bodies of the parties, and funding sources. If sufficient appropriations and/or authorization are not made by the Legislature or the respective governing body, this IGA may be terminated.

If the FJDA notices termination of this IGA due to insufficient appropriation or authorization, this IGA will terminate immediately when the County and City receive written notice from the FJDA. The FJDA's decision regarding insufficient appropriations will be final and accepted by the County and City.

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 shall be liable for its actions in accordance with this IGA.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the County or the City 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. The City and the County and their public employees as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this IGA modifies or waives any provision of the New Mexico Tort Claims Act.

12. 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 parties.

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.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

DATE

CITY ATTORNEY’S OFFICE:

Sarah Piltch
Sarah Piltch (Oct 6, 2025 13:46:34 MDT)

ASSISTANT CITY ATTORNEY

10/06/2025

DATE

FIRST JUDICIAL DISTRICT ATTORNEY’S OFFICE:

Signature and title

Date

SANTA FE COUNTY:

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

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

August 22, 2025
Date