

**June 19, 2012 Advisory Letter - Financial Responsibility for First Judicial District  
Courtthouse; Furniture and Equipment**

The Honorable Brian F. Egolf, Jr.  
New Mexico State Representative  
128 Grant Avenue, Suite 301  
Santa Fe, NM 87501

**Re:** Advisory Letter - Financial Responsibility for First Judicial District Courtthouse;  
Furniture and Equipment

Dear Representative Egolf:

You have requested our advice on whether NMSA 1978, Section 34-6-24 (1988) places financial responsibility upon the county or the state for furnishing and equipping the new district courthouse in Santa Fe County. We conclude that Section 34-6-24 places responsibility on the state, specifically, the applicable judicial district, to provide for courthouse furniture and equipment. The state's obligation includes furniture and equipment initially provided for the operation of the district court and replacement furniture and equipment.

Section 34-6-24 provides:

In each county, the district court shall be held at the county seat. Each board of county commissioners shall provide adequate quarters for the operation of the district court, including juvenile probation services, and provide necessary utilities and maintenance service for the operation and upkeep of district court facilities. From the funds of each judicial district, furniture, equipment, books and supplies shall be provided for the operation of each district court within the judicial district.

In interpreting a statute, the objective is to give effect to the legislature's intent. State v. Davis, 2003 NMSC 22, ¶ 6, 134 N.M. 172, 74 P.3d 1064. We look first to the words the legislature chose and the plain meaning of that language. "Under the plain meaning rule[,] statutes are to be given effect as written without room for construction unless the language is doubtful, ambiguous, or an adherence to the literal use of the words would lead to injustice, absurdity or contradiction, in which case the statute is to be construed according to its obvious spirit or reason." Id. See also NMSA 1978, § 12-2A-19 (1997) ("[t]he text of a statute or rule is the primary, essential source of its meaning").

Applying this principle of statutory construction to Section 34-6-24, we note that the first sentence of the statute requires the county to provide "adequate quarters" for the courthouse along with "utilities" and "maintenance." The term "quarters," in this context, is synonymous with housing or lodging. Webster's Third New International Dictionary 1860 (1986). Without reading the statute any further, it would not be unreasonable to decide that housing or lodging necessarily encompasses furniture and equipment, which would place the obligation for such items on the county. However, in ascertaining

plain meaning, we examine the overall structure of the statute being interpreted, see State v. Calvert, 2003 NMCA 28, 15, 133 N.M. 281, 62 P.3d 372, cert. denied, 2003 NMCA 28, 133 N.M. 413, 63 P.3d 516 (2003). We must therefore read the first sentence of Section 34-6-24 in conjunction with the second sentence, which states that the *judicial district* shall pay for the furniture and equipment of each district court. Given that furniture and equipment is expressly set forth as a state obligation in the second sentence of Section 34-6-24 and not expressly set forth as a county obligation in the first sentence, the plain meaning is that the responsibility for such items rests with the state.

Even if one concludes that Section 34-6-24 is ambiguous as to the obligations of the county and state, the "obvious spirit" of the statute is to set forth a division of financial responsibility for district courthouses between the counties and state. Furniture and equipment is overtly listed as a state obligation. The responsibility for furniture and equipment is not expressly placed on the county. To interpret the statute to place such an obligation on the county would therefore be contrary to the division of financial responsibility that is the central spirit and reason of Section 34-6-24.

It has been argued that Section 34-6-24 places the requirement for *initial* furniture and equipment on the county while only requiring the state to provide for *replacement* furniture and equipment. We do not believe that is the intent of the statute. A well-founded canon of statutory construction is to refrain from reading into a statute any words that are not there, particularly when the statute is complete and makes sense as written. Burroughs v. Bd. of County Comm'rs of Bernalillo County, 88 N.M. 303, 306, 540 P.2d 233, 236 (1975). Applying this principle here, the words "replacement" or "initial" do not appear in the statute and no such limitations are placed on the state's obligation to provide furniture and equipment. The statutory language is simply that funds "shall be provided for the operation of each district court...." If the legislature intended the state obligation to only pertain to replacement or subsequent items, it would have written the statute accordingly. Likewise, if the legislature intended the county's obligation to provide "adequate quarters" to include initial furniture and equipment, it would have so stated, especially when furniture and equipment is made the responsibility of the state in the very next sentence of the statute.

In 1998, this office opined on Section 34-6-24 when a new courthouse was being built in Bernalillo County for the Second Judicial District. One of the questions addressed was whether the costs of moving furniture and equipment from the old courthouse to the new courthouse were the responsibility of the county or state. This office concluded the responsibility rested with the state because imposing the cost on the state was more consistent with the state's obligation to provide furniture and equipment than with the county's responsibility to provide adequate quarters, utilities and maintenance. See Att'y Gen. Advisory Letter to Hon. W. John Brennan, Chief Judge, Second Judicial District Court (July 17, 1998) (enclosed). The previous advisory letter determined, consistent with our conclusion here, that financial responsibility for furniture and equipment rested with the state and applied that obligation to the initial furnishing and equipping of a new courthouse. The language of Section 34-6-24 has not changed since our 1998 advisory

letter. We believe the reasoning expressed therein to be sound and see no reason to depart from it here.

Accordingly, we conclude that Section 34-6-24 allocates the financial responsibility for the furniture and equipment of the new courthouse in Santa Fe County to the state. Nevertheless, the county and state are not precluded from sharing the costs of furniture and equipment if they mutually agree to do so.

Your request to us was for a formal Attorney General Opinion on the matters discussed above. Such an opinion would be a public document available to the general public. Although we are providing you our legal advice in the form of a letter instead of an Attorney General's Opinion, we believe this letter is also a public document, not subject to the attorney-client privilege. Therefore, we may provide copies of this letter to the public.

Sincerely,

Mark Reynolds  
Assistant Attorney General

W/Encl.