SANTA FE COUNTY CLERK
Facility Rental Agreement
Santa Fe Public Schools

This Agreement between **Santa Fe County** ("County"), a political subdivision of the State of New Mexico, and the **Santa Fe Public Schools** ("Owner or SFPS"), a political subdivision of the state of New Mexico (collectively, the "Parties") is for the rental of nine (9) venues for the purpose of reserving sites or locations for elections to be conducted by the Santa Fe County Clerk.

Whereas, the County needs to temporarily use nine (9) of the following Owner's facilities as voting locations for the 2026 General Election ("Election"). For the purposes of this Agreement, the locations (the "Venues") are:

VENUE:	ADDRESS:
AMY BIEHL COMMUNITY SCHOOL	310 Avenida Del Sur, Santa Fe, NM 87508
ATALAYA ELEMENTARY SCHOOL	721 Camino Cabra, Santa Fe, NM 87501
CARLOS GILBERT ELEMENTARY	300 Griffin St. Santa Fe, NM 87501
CHAPARRAL ELEMENTARY	2451 Avenida Chaparral, NM 87505
GONZALES COMMUNITY SCHOOL	851 W Alameda St, Santa Fe, NM 87501
NINA OTERO COMMUNITY SCHOOL	5901 Herrera Drive, Santa Fe, NM 87507
MANDELA INT. MAGNENT SCHOOL	1604 Agua Fria St, Santa Fe, NM 87505
TESUQUE ELEMENTARY SCHOOL	1555 Bishops Lodge Rd, Santa Fe, NM 87506
SALAZAR ELEMENTARY SCHOOL	1231 Apache Ave, Santa Fe, NM 87505

Whereas, the Owner represents that all nine (9) Venues have broadband internet; and

Whereas, the Owner agrees to the County's rental, occupation, and use of the Venues on the terms and conditions stated below.

Now, therefore, the parties agree to the following:

1. The Owner agrees that the County Clerk will use the Venues at no cost or monetary payment to the Owner as rent.
2. The County Clerk will have access to and use of the Venues for the purpose of conducting the 2026 General - Election Day Voting (the "Event"). As the time for the Event approaches, a staff member from the County Clerk's Office will coordinate the set up and tear down times for the County's use of the Venues. The Owner will provide the items necessary to give the County Clerk access to each Venue no later than **October 27, 2026.**
3. The County's use of the Venues for the Event will be from 8:00 a.m., October 27, 2026, to November 6, 2026 (the "Rental Period").

4. **The Owner ensures that all of the Venues have and the Owner will maintain broadband internet connection throughout the Rental Period to provide the County Clerk with real-time access to the County Clerk's voter registration electronic management system.**
5. Within three (3) days of the expiration of the Rental Period, the County Clerk will return to the Owner all keys and other access control devices in its possession.
6. The County Clerk will remove all personal property, trash, and other items that were not present in each Venue when the County Clerk was provided access to the Venue.
7. Any liability on the part of the County and the SFPS incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978 §41-4-1, et seq., as amended. No provisions of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or the SFPS or their "public employees" at common law or under the Tort Claims Act.
8. Any disputes arising under this Agreement shall be adjudicated in the First Judicial District Court, Santa Fe, New Mexico.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signature below.

SANTA FE COUNTY

_____	9/11/2026
Gregory S. Shaffer	Date
Santa Fe County Manager	
Approved:	
Katharine E. Clark	10/27/2026
Katharine E. Clark	Date
Santa Fe County Clerk	
Approved as to form:	
Valerie Joe for	9/11/2026
Walker Boyd	Date
Santa Fe County Attorney	

OWNER -Santa Fe Public Schools

_____	10/20/26
Name: Melissa Bonifer	Date
Title: Director	