



SANTA FE COUNTY

SANTA FE, NEW MEXICO

PURCHASE ORDER

IMPORTANT

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL INVOICES
AND SHIPPING CONTAINERS.
INVOICES ARE TO BE IN
DUPLICATE

PAGE: 1
P.O. NO.: 270647
DATE: 07/20/2026
C.O.NO.: 0
C.O.DATE: 00/00/0000

TO: CENTRAL TRI-COUNTY SWCD
PO BOX 3450
MORIARTY, NM 87035

SHIP TO/
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN
SANTA FE COUNTY
424 NM HIGHWAY 599
SANTA FE, NM 87507

VENDOR NO.		NOTES						
19299		1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.						
DELIVERY BY		SHIP VIA		F.O.B.			TERMS	
06/30/2027							NET 30	
CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
SMYTHE, BRENDA			PEPERAS, JOHN			FLOPEZ		
FREIGHT		CONTRACT NO.	ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE	
		24260PWD	10107304127002			0000270771	07/14/2026	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST	

1	6,000.00	EA	ASHLEY SISNEROS REQUESTS OPEN ENCUMBRANCE	1.0000	6,000.00
			000 004		

This request is for the lease agreement

2024-0260-PW with Central Tri-County SWCD for

office and meeting space for the 4-H youth and

community of Southern Santa Fe County. FY27

annual payment for SFC Contract 2024-0260-PW @

\$6,000.00

07/20/2026 Pursuant to Amendment No. 2

to SFC Agreement No. 2024-0260-PW/JP



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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VENDOR NO.

19299

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1. Federal Tax I.D. Number is required for payment
2. If unable to fill at prices shown, or meet delivery day, please advise immediately.
3. All items subject to terms and conditions on reverse.

DELIVERY BY

06/30/2027

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F.O.B.

TERMS

NET 30

CONFIRM BY

SMYTHE, BRENDA

CONFIRM TO

PEPERAS, JOHN

REQUISITIONED BY

FLOPEZ

FREIGHT

CONTRACT NO.

24260PWD

ACCOUNT NO.

10107304127002

PROJECT

REQ. NO.

0000270771

REQ. DATE

07/14/2026

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
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TOTAL PURCHASE AMOUNT

\$6,000.00

NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE

DIRECTOR OR THE COUNTY PURCHASING AGENT

John Peperas Procurement Specialist Senior

AUTHORIZED SIGNATURE & TITLE

County of Santa Fe Purchase Order for Services – General Terms and Conditions

Interpretation: This PO represents the entire agreement between both parties, notwithstanding any Vendor's form. This Agreement shall be the sole and exclusive statement of the purchase of goods or services between the County and Vendor. Unless there is a separate written contract for the provision of goods or services, these terms and conditions shall be the sole and exclusive statement of the contract between the County and Vendor. In the event of a conflict between the terms and conditions of this PO and the terms of the written contract, the terms of the written contract or agreement shall govern.

Acceptance: Vendor shall accept the offer in writing, or by beginning to fill the order or perform the services requested by County. Acceptance is limited to the terms stated herein. The terms and conditions attached hereto shall apply to all orders placed under a County contract, subcontract or agreement.

Assignment: None of the sums due or to become due nor any of the work to be performed under this PO shall be assigned nor shall Vendor subcontract for completed or substantially completed work called for by this PO without County's prior written consent.

Modification/Changes: This PO constitutes the entire agreement between County and Vendor, and no modification hereof shall be effective unless agreed to in writing by authorized representatives of County. County's employees have no authority to direct any change except by a written change order or amendment signed by County's authorized representative.

Audit: The County may, subject to written notification to Vendor, conduct inspection at Vendor's facilities. Vendor shall, without charge, provide facilities for County's personnel and provide all requested data necessary for County's adequate inspection.

Governing Law: This PO shall be governed by the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq.; NMSA 1978, § 6-6-11 (Bateman Act); Art. IX, Sec. 10 (County indebtedness) and Art. IX, Sec. 14 (Anti-donation) of the state constitution; and NMSA 1978, § 41-4-1 (Tort Claims Act), including the New Mexico Uniform Commercial Code, if applicable.

Compliance with Law and County Policies and Procedures: The County is exempt from payment of gross receipts tax on materials but may be subject to such tax on services, including "construction" as that term is defined in NMSA 1978, § 7-9-3.4. The taxable status of any sale of materials must be determined by the Vendor's legal counsel or tax consultant. Invoices rendered for additional taxes after bid award will not be honored. The Procurement Code, NMSA 1978, §§ 13-1-28 thru 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks. If this PO shall require the presence on County's premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor shall comply with all applicable governmental regulations and rules of County's premises, encompassing without limitation those relative to environmental quality including safety, fire prevention and security requirements of the County Adult Detention Facility. Vendor shall at all times provide all equipment that is used in the performance of this PO, including all equipment to ensure the safety of all employees, subcontractors or others under Vendor's control.

Waiver: The failure of County to insist, in any one or more instances, upon the performance of any of the terms, or conditions or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. The obligations of Vendor with respect to such future performance shall continue in full force and effect.

Delivery: Time is of the essence in this PO. If delivery of conforming goods or performance of conforming services is not complete by the time(s) promised, the County has the right, in addition to its other rights and remedies, to cancel this PO, to reject such goods or services in whole or in part, or to purchase substitute or goods or services elsewhere and charge Vendor with any loss incurred. Any provisions herein for delivery of goods or performance of services by installments shall not be construed as making the obligations of Vendor severable. Shipments sent C.O.D. without County's written consent will not be accepted and will be at Vendor's risk.

Loss in Transit and Environmental Responsibility: Title and risk of loss in transit shall not pass to County until delivery to County (or to carrier designated by County in cases where shipment is made F.O.B. Vendor's Shipping Point) in accordance with all applicable federal, state, or local laws or regulations, including but not be liable for any discharge, spill or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder until completion of such delivery.

Dangerous and Hazardous Material: Packaging, packing, marking, labeling, documentation, handling and movement of any materials ordered shall be in accordance with applicable NM Department of Transportation (DOT) regulations or other applicable state laws. All packing sheets, bill of lading, or other shipping documents shall specify what the materials are and carry a certificate that the shipment is in proper condition for transportation as prescribed in DOT regulations or other applicable state laws.

Inspection: Notwithstanding any prior inspections or payments, all goods are subject to County's final inspection and acceptance at the destination which shall be conclusive except as to latent defects, fraud, mistakes and Vendor's warranty obligations. County may reject and return defective or nonconforming goods at Vendor's expense for credit, refund or replacement, at County's option. Vendor shall pay County's cost of inspecting, handling, removing, and/or revoking nonconforming goods.

Shipment: Shipment must be made in the quantity specified and over shipments may be rejected at County's discretion.

Shipping: Vendor shall enclose a packing sheet in each separate container and a master packing sheet in duplicate shall accompany each shipment. Packing sheets shall not show any prices. County's counter weight shall be accepted as final and conclusive on shipments not accompanied by packing sheets. Material shall be packed and marked for shipment as reasonably prescribed by, and at no additional cost to the County. Each shipping container shall contain the part number, date of shipment, bill of lading number, packing slip number, shipping container number of lot and number of containers in the lot.

Invoicing: Invoice in duplicate to the "Invoice To" address on the PO. All invoices must show the PO number.

Price: County shall not be billed at prices higher than stated herein unless authorized in writing by County. Vendor represents that the prices charged for the goods or services covered by this PO are the lowest prices charged by Vendor and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery and performance.

Payment: Payment is net 30 days upon receipt of acceptable invoice or receipt of goods, whichever is later. Inquiries regarding payment should be directed to Finance at (505) 986-6375.

Discounts: Cash discounts will be calculated from date of receipt of acceptable invoice.

Warranties: All goods and services covered by this PO shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose intended, of best quality and workmanship and free from all defects. All goods delivered pursuant to this PO and manner of delivery thereof shall conform to standards established for such goods and delivery in accordance with any applicable federal, state or local laws and regulations.

Insurance: Vendor warrants that Vendor shall comply with all existing financial capability, responsibility, security or like laws, regulations and requirements of local, state and federal governments with respect to oil pollution or any other pollution damage whatsoever. Vendor agrees to protect, defend, indemnify, exonerate and hold Santa Fe County harmless from and against any and all suits, claims, liabilities, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any obligations arising out of or in any manner connected with, incidents involving bodily injury, death, property or any violation or alleged violation of any federal, state or local law or regulation. Vendor is and undertakes performance thereof as an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation exclusive liability for the payment of all federal, state, and local unemployment and disability insurance and all social security and other taxes and contributions payable in respect to such persons from and against which liability Vendor agrees to indemnify, exonerate and hold harmless the County. Vendor shall provide to County upon request certificates of insurance evidence that the Vendor has purchased the following insurance: General Comprehensive Liability Insurance. Vendor's Comprehensive Automobile Liability Insurance limits established by New Mexico Tort Claims Act: Worker's Compensation, limits established by applicable statutes; Employee liability coverage, the greater of the limits of liability established by the New Mexico Tort Claims Act or \$1,000,000. Vendor's protective liability insurance limits shall be the same as specified for Vendor's Commercial General Liability Insurance. All such persons shall be subject to all applicable rules of County's premises, including those for safety and fire protection.

Confidentiality: No disclosure, description or other communication of any sort shall be made by Vendor to any third party of the fact of County's purchase of goods or services hereunder, or of the details and characteristics thereof, without County's prior written consent. Any items furnished to Vendor by County pursuant to this PO, including without limitation samples, drawings, patterns and materials, shall remain the property of the County, shall be held at Vendor's risk and shall be returned upon completion of the work or termination of this PO; no disclosure or reproduction thereof in any form shall be made without County's written consent. Vendor shall be liable to County for any unauthorized disclosure or use of the items furnished to Vendor by the County.

Patent/Copyright Infringement: Vendor represents and warrants that the sale or used of the goods supplied under this PO shall not infringe upon any United States or foreign patent, copyright or trademark, Industrial design right or other proprietary right. Vendor shall indemnify, defend and hold County, its successors, assigns, officers, employees and agents harmless from and against any damage, liability, claim, loss, costs, expenses and fees which may be incurred on account of infringement or alleged infringement under this PO.

Force Majeure: Failure by either party to perform hereunder, in whole or in part, occasioned by act of God or public enemy, fire explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstances of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede shall not subject said party to any liability to the other party. At County's option, this PO may be modified, or changed or terminated for the above such circumstances.

Termination/Cancellation: County reserves the right to terminate this PO at any time with respect to undelivered goods or services by written notification or oral notice confirmed in writing.

REQUISITION BY: FLOPEZ

STATUS: REQ-APPROVAL LT \$10000

REASON: OFFICE SPACE FOR 4-H YOUTH & COMMUNITY

DATE: 7/14/26

SHIP TO LOCATION: PUBLIC WORKS DEPT/ADMIN

SUGGESTED VENDOR: 19299 CENTRAL TRI-COUNTY SWCD

DELIVER BY DATE: 6/30/27

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ASHLEY SISNEROS REQUESTS OPEN ENCUMBRANCE This request is for the lease agreement 2024-0260-PW with Central Tri-County SWCD for office and meeting space for the 4-H youth and community of Southern Santa Fe County. FY27 annual payment for SFC Contract 2024-0260-PW @ \$6,000.00 COMMODITY: SUBCOMMOD: MISC	6000.00	EA	1.0000	6000.00	
REQUISITION TOTAL:					6000.00	

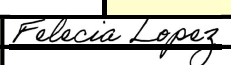
A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	10107304127002	OTHER OPERATING COSTS RENT OF LAND / BUILDINGS	100.00	6000.00
				6000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Signatures are for authorization to process a purchase order from a requisition or a purchase order change order. All signatures must be present & signed by the individual. Void processing if the signatures are not signed by the individual.	
	14/07/2026
Requested By:	Date:
	
Created By:	7/14/2026
Date:	
	
20/07/2026	
Director approval & verification that all signatures are accounted for & approved for processing.	

INTERNAL PURCHASE REQUISITION

DEPARTMENT / DIVISION :		Public Works/ Real Property			FUND -COST CENTER ACTIVITY			101-0730-412 70-02				
The Following Items to be Used On/At (Location):					PROJECT CODE:							
Contract #		2024-0260-PW		Exp. June 30, 2027		REQUISITION NUMBER:			270771			
Purpose:		VENDOR #			VENDOR INFORMATION			VENDOR INFORMATION				
		19299			1st Quote (If Applicable)			2nd Quote (If Applicable)				
The purpose for this request is to provide office space for 4-H youth & Community of Southern Santa Fe County.		Name:			Central Tri-County SWCD							
		Address 1:			PO Box 3450							
		City, State, Zip:			Moriarty, NM 87035							
		Contact / Phone:										
Line #	DESCRIPTION			Qty Cost per item	Quantity	AMOUNT	Qty Cost per item	Quantity	AMOUNT	Qty Cost per item	Quantity	AMOUNT
	Note Unit Type Cost: Each, Dozen, Box, Pair, Pkg, etc.											
1	This request is for the lease agreement 2024-0260-PW with Central Tri-County SWCD for office and meeting space for the 4-H youth and community of Southern Santa Fe county. FY27 annual payment per SFC Contract 2024-0260-PW			\$6,000.00	1	\$ 6,000.00			\$ -			\$ -
2						\$ -			\$ -			\$ -
						\$ -			\$ -			\$ -
						\$ -			\$ -			\$ -
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						\$ -			\$ -			\$ -
		SUBTOTAL		0.00	\$ 6,000.00	0.00		\$ -	0.00		\$ -	
AUTHORIZED REQUESTOR PRINT:		SHIPPING/HANDLING			\$ -			\$ -			\$ -	
Ashley Sisneros		TAX RATE (Services Only)			\$ -			\$ -			\$ -	
		TOTAL CHARGES			\$ 6,000.00			\$ -			\$ -	
REQUESTOR CERTIFIES THIS REQUEST HAS BEEN PROCURED AT THE BEST OBTAINABLE PRICE.					Created by:							
					Date Created:		7/14/2026					

Santa Fe County Purchasing Process Request Form

Date Submitted:	5/18/2026	Requesting User Agency:	Public Works
Name & Phone of Contact Person:	Ashley Sisneros 505-992-9878		
Contract Tracking #/Buyer (Purchasing)	2024-0260-PW	BCC Approval? Yes No If yes, please indicate date	No

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.)

Public Works is requesting legal review and CM signature on Amendment No. 2 between Santa Fe County and the Central Tri-County SWCD. Santa Fe County currently leases spaces from Central Tri-County SWCD for the 4-H program and the lease is due to expire on 6/30/2026. Amendment No. 2 will extend the lease for another year until 2027 and change the terms of the payment to one annual payment. Attached are the original lease agreement and amendments 1 and 2.

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? ☐ Yes ☒ No	Is this a capital project? ☐ Yes ☒ No	Yes
If yes: provide fund(s) _____	Capital approval: _____	
Grant approval: _____	Fund/Cost Center approval: _____	

Please provide account number(s) for this request:

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.

LEGAL APPROVAL: (sign and date)

FINANCE DIRECTOR APPROVAL: (sign and date)

COUNTY MANAGER APPROVAL: (sign and date)

ATTACH NEEDED DOCUMENTS: *Purchase Agreement, IPR, REQ*

**AMENDMENT NO. 2
TO LEASE AGREEMENT
BETWEEN THE CENTRAL TRI-COUNTY SWCD
AND SANTA FE COUNTY**

This Amendment is made this 21st day of May, 2026 between the Central Tri-County SWCD (the "Lessor"), and Santa Fe County (the "Lessee").

WHEREAS, on June 30, 2024, Lessor and Lessee entered into Lease Agreement No. 2024-0260-PW (the "Lease") to provide for the Lessee's lease of 147 sf of office space at 2506 Route 66 in Moriarty; and

WHEREAS, according to the Lease, the Lease may not be changed or amended except by instrument in writing signed by the parties; and

WHEREAS, by Amendment No. 1 the term was extended to June 30, 2026; and

WHEREAS, by this Amendment No. 2 the parties agree to amend the Lease to extend the term by one year to June 30, 2027, and amend the rent payment provision so the Lessee makes one annual payment to Lessor.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Article 2 (**Rent**) delete the first sentence and replace with:

Lessee will pay Lessor for use of the Premises a one-time annual payment of \$6,000.00 due no later than August 1, 2026.

2. Article 3 (**Term**) insert a subparagraph B to read:

B. By Amendment No. 2 the term is extended to June 30, 2027.

3. All other provisions of the Lease not specifically amended or modified by this Amendment No. 2 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date of signatures by the parties.

LESSOR- Central Tri-County SWCD

Brenda R Smythe

Brenda Smythe
District Manager

5/21/2026

Date

LESSEE- SANTA FE COUNTY



Gregory S. Shaffer,
Santa Fe County Manager

5/21/2026
Date

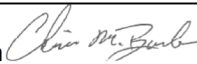
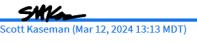
Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

5/21/2026
Date

Santa Fe County Purchasing Process Request Form

Date Submitted:	3/11/2024	Requesting User Agency:	Public Works
Name & Phone of Contact Person:	Chris M. Barela  505-992-9878		
Contract Tracking #/Buyer (Purchasing) 2024-0260-PW Ken S. EXT 6354	Requesting Tracking No. for Lease Agreement  Scott Kaseman (Mar 12, 2024 13:13 MDT) Mar 12, 2024	BCC Approval? Yes No If yes, please indicate date	No

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.)

On behalf of the SF County Extension Office, Santa Fe County ("Lessee") wishes to enter into a Lease Agreement with the Edgewood Soil and Water Conservation District ("Lessor") for office space within the ESWCD building located at 2506 Route 66, Moriarty, NM 87035. The Lease will allow the Santa Fe County Extension Office to provide services to the 4-H youth and agricultural community of southern Santa Fe County. Public Works Staff is requesting a Purchase Order for the rent for the remainder of FY2024, tracking number on the Lease and routing of the Lease for Legal review and approval and County Manager signature. The rental amount and term of the lease fall within the County Manager's signature authority threshold. The Lease form was provided by ESWCD and revised by Real Property staff. Thank you

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

PURCHASING STATUS: Reviewed by Bill Taylor

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? ☐ Yes ☒ No	Is this a capital project? ☒ Yes ☐ No	
If yes: provide fund(s) _____	Capital approval: _____	
Grant approval: _____	Fund/Cost Center approval: _____	

Please provide account number(s) for this request: **101-0730-412.70-02**

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.

LEGAL APPROVAL: (sign and date)

FINANCE DIRECTOR APPROVAL: (sign and date)

COUNTY MANAGER APPROVAL: (sign and date)

 Gregory S. Shaffer, County Manager 5/1/2024

ATTACH NEEDED DOCUMENTS: *Purchase Agreement, IPR, REQ*

Attachments include IPR, REQ and Lease.

**AGREEMENT BETWEEN THE EDGEWOOD SOIL AND WATER
CONSERVATION DISTRICT AND SANTA FE COUNTY
FOR THE LEASE OF OFFICE SPACE**

THIS AGREEMENT for the lease of office space by the **Edgewood Soil and Water Conservation District ("Lessor")**, P.O. Box 3450, Moriarty, NM 87035, to **Santa Fe County**, a political subdivision of the State of New Mexico ("**Lessee**"), is effective as of the date of last signature by the parties below.

IT IS AGREED BETWEEN THE PARTIES:

1. The Premises to be Leased. For consideration, Lessor hereby leases to Lessee premises situated at 2506 Route 66, Moriarty, NM 87035, which property and appurtenances shall be hereinafter referred to as the Premises and is described as follows:

An area of office space consisting of 147 square feet with access to all common areas including conference space, kitchen, lobby, public parking and four handicapped parking spaces (see depiction in Exhibit A).

2. Rent Lessee shall pay to the Lessor in full payment for the use of Premises for the term of this Agreement in the amount of \$6,000.00 annually, payable in monthly installments of \$500.00 each on the 1st day of each month. Payment is subject to availability of funds pursuant to Paragraph 5 (Appropriations).

3. Term. The initial term of this Agreement will commence on the date of last signature date by the parties and will terminate on June 30, 2025, unless earlier terminated pursuant to Paragraph 4 (Termination) or Paragraph 5 (Appropriations).

4. Termination. Either party may terminate this Agreement based upon the other party's default or substantial breach of this Agreement. Notice of termination shall be in writing to the other party and shall state all reasons for termination. Within 60 days of receipt of notice of termination, Lessee shall surrender the Premises and rent shall be payable only to date of surrender. However, Lessee shall not be held in default or breach of the covenant to pay rent, or any part thereof, until 15 days after written notice of default is received by Lessee. Lessee reserves the right to terminate this Lease without cause upon 60 day's written notice to Lessor.

5. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico or the Board of County Commissioners for Santa Fe County. If sufficient appropriations and authorization are not made by the Legislature or the Board of County Commissioners, this Agreement will terminate immediately upon written notice being given by the Lessee to the Lessor. The Lessee's decision as to whether sufficient appropriations are available shall be accepted by the Lessor and shall be final. If the Lessee proposes an amendment to reduce the monthly rent due to insufficient appropriations, the Lessor will have the option to terminate this Agreement or to agree to the reduced rent within 30 days of receipt of the Lessee's proposed amendment.

6. Option to Renew or Extend the Term. The parties may agree by written amendment to

renew or extend the term of this Agreement in one-year increments. Such renewal or extension may be on substantially the same conditions as set forth in this Agreement, except that the rent may be renegotiated for the renewed or extended term.

7. **Holding Over.** Lessee's holding over or continued use or occupancy of the Premises will be construed as a month-to-month tenancy at the same monthly rent and subject to the same conditions set forth in this Agreement.

8. **Use of the Premises.** Lessee shall use the Premises to provide Extension Office services to the 4-H and agricultural community in southern Santa Fe County and for all related and incidental purposes. Lessor agrees that the Premises are suitable for this purpose or has revealed to Lessee any reasons which are known or which should reasonably have been known that the Premises are not suitable for such purpose.

9. **Condition of Premises.** Lessor warrants that the Premises are in good and safe condition, structurally sound and of safe design and that they comply with all applicable safety laws, ordinances, rules and regulations, including but not limited to the Americans with Disabilities Act, except as may be noted by Lessor in a separate writing attached to this Agreement. Lessor has the duty to reveal to Lessee all structural defects, of which it knows or reasonably should know, and to repair all structural defects in the Premises. All noted conditions shall be repaired or otherwise corrected prior to the commencement of this Agreement or within 30 days thereafter. Failure to repair or correct any noted or dangerous condition constitutes a breach of this Agreement.

10. **Delivery of Possession.** Lessor will put Lessee in possession of the Premises upon the first day of the initial term of this Agreement, or any subsequent term.

11. **Damage of Premises.** If, at the inception of this Agreement or at any time thereafter (including any renewal or extension of the term), all or any part of the Premises shall be so damaged or destroyed through any cause, other than Lessee's willful act, ordinary wear and tear, or any necessary minor repair or routine maintenance, as to be rendered unfit for Lessee's occupancy in Lessee's judgment, Lessee may declare this Agreement terminated and rent shall be payable only to the date of the damage. Alternatively, Lessee, in its sole discretion, may continue to occupy any portion useful to it, and the rent shall abate in proportion to the portions not useful to Lessee. If, at the inception of this Agreement or at any time thereafter, all or parts of the Premises shall be so slightly damaged through any cause, other than Lessee's willful act, ordinary wear and tear, or any necessary minor repair or routine maintenance, but as not to be rendered unfit for Lessee's occupancy in Lessee's judgment, Lessor shall, upon written notice and request from Lessee, repair the Premises with all reasonable promptness, at Lessor's expense, and the rent shall abate fairly until repairs are completed. However, if Lessor fails to promptly commence or to expeditiously complete repairs necessary to restore the Premises to its former condition, Lessee may declare this Agreement terminated, and rent, including any fair abatement thereof, shall be payable only to the date of termination. Alternatively, if Lessor fails to promptly commence or to expeditiously complete repairs, Lessee, in its sole discretion, may perform or cause to be performed such repairs and may deduct the cost of such repairs from rent, including any fair abatement. Lessee's decision as to whether all or any part of the Premises is unfit or not unfit for occupancy shall be final, but Lessee's decision shall be reasonable under the circumstances.

12. **Alterations.** Lessee shall obtain the Lessor's written permission before making any

alterations or improvements of a permanent nature to the Premises. All alterations and improvements made to or placed in the Premises by Lessee are and shall remain the Lessee's property, so long as such alterations and improvements can be removed without undue damage to the Premises and are, in fact, removed by Lessee prior to termination of this Agreement or within a reasonable time after termination. Alterations and improvements of a permanent nature, which cannot be removed without undue damage to the Premises, shall become Lessor's property, except as the parties mutually agree otherwise in writing.

13. Condition upon Surrender. At the termination of this Agreement, Lessee shall surrender to Lessor the Premises in substantially the same condition as existed at the time of delivery of possession to the Lessee, excepting: (a) deterioration caused through reasonable use and ordinary wear and tear; (b) alterations, improvements or conditions made with Lessor's written approval; and (c) any change, damage or destruction not resulting from Lessee's willful act. Lessor's failure to notify Lessee, in writing and within 30 days after termination, of any condition requiring repair shall be deemed a waiver of any right or claim regarding the condition of the Premises. Such notice shall state the condition(s) requiring repair and shall account for the cost of such repair.

14. Mortgages, Assessments, Taxes, etc. Lessor shall pay all assessments, charges, mortgages, liens, and taxes as they become due on the Premises. If Lessor defaults in paying any such amounts, Lessee, in its sole discretion, may pay any assessment, charge, mortgage, lien or tax. Upon doing so, Lessee shall be subrogated to the creditor's rights and may deduct the cost of such payment from rent.

15. Utilities and Janitorial Services. Lessor shall pay all utilities including internet/ Wi-Fi access and provide for all janitorial services and supplies for the Premises.

16. Right of Entry. Lessor or Lessor's agent has a right, upon reasonable notice, to enter upon the Premises to inspect, to make repairs, and for other reasonable purposes, with Lessee's prior permission, which shall not be unreasonably withheld. In an emergency, such as fire, Lessor or Lessor's agent may enter the Premises without securing Lessee's prior permission, but shall give Lessee notice of entry as soon as practicable.

17. Duty to Maintain. Lessor has the duty to perform routine maintenance on the interior of the Premises, except as may be otherwise provided for in this Agreement. Lessor has the duty to maintain the exterior of the Premises, including grass, grounds and parking lots, in good repair and safe condition. Lessee has no duty to inspect or notify Lessor of exterior conditions.

18. Assignment. The Lessor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Lessee.

19. Release. Payment of the rent due under this Agreement shall operate as a release of the Lessee, its officers and employees, and Santa Fe County from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

20. Amendment. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties.

21. Merger. This Agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. This Agreement supersedes any prior agreement between the parties pertaining to the Premises. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. Applicable Law. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction. By execution of this Agreement, the parties agree that venue shall be proper in Santa Fe County, First Judicial District Court for any proceedings arising from any term of this Agreement.

23. Special Damages. If, through Lessor's willful breach of any condition of this Agreement, Lessee must vacate or cannot take possession of the Premises, Lessee may recover, in addition to any other damages, special damages, including the cost of employee time lost, moving costs, and all other reasonably ascertainable costs connected with relocation.

24. Indemnification. Lessor shall defend, indemnify and hold harmless the Lessee, its public employees, and Santa Fe County from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Lessor, its officers, employees, servants, subcontractors or agents. Lessor shall also defend, indemnify and hold harmless the Lessee, its public employees, and Santa Fe County from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of any damage to or destruction of the Premises where such damage or destruction was not caused by the willful act of Lessee or any of its public employees. In the event that any action, suit or proceeding related to this Agreement is brought against the Lessor, the Lessor shall, as soon as practicable but no later than two days after it receives notice thereof, notify Lessee and the Risk Management Division of Santa Fe County.

25. Duty to Insure. During the term of this Agreement and any extension thereof, Lessor shall maintain in force a policy or policies of insurance providing: (1) comprehensive general liability coverage of not less than \$500,000 limit per occurrence, including coverage for property damage, bodily injury and wrongful death; such insurance shall cover contractual liability which may arise under this Agreement; and (2) fire, lightning and extended coverage or "all risk" coverage, for at least 80% of the actual cash value of the Premises. Such insurance policy or policies shall name Lessee Santa Fe County as co-insured. Lessor shall provide certificates of coverage or proof of self-insurance evidencing compliance with this section, which shall be attached to this Agreement at the time of execution. Lessor shall notify Lessee within 10 days after cancellation or expiration of any required coverage.

26. Invalid Term or Condition. If any term or condition of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and will be valid and enforceable.

27. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict

compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Binding on Heirs. This Agreement is binding upon the heirs, executors, administrators, personal representatives, assignees, and successors in interest of the parties.

29. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Lessee: Santa Fe County
 Attn: Real Property Supervisor
 P.O. Box 276
 Santa Fe, NM 87504

To the Lessor: Edgewood Soil and Water Conservation District
 Attn: Brenda Smythe
 P.O. Box 3450
 2506 Route 66
 Moriarty, NM 87035

30. Authority. If Lessor is other than a natural person, the individual(s) signing this Agreement on behalf of Lessor represents and warrants that he or she has the power and authority to bind Lessor, and that no further action, resolution, or approval from Lessor is necessary.

LESSEE - SANTA FE COUNTY



Gregory S. Shaffer
Santa Fe County Manager

5/1/2024

Date

Approved as to form:

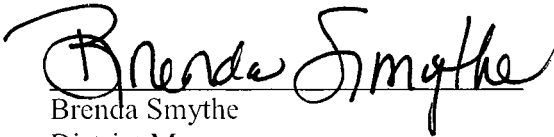
Roberta D. Joe for J.Y.

Jeff Young
Santa Fe County Attorney

April 30, 2024

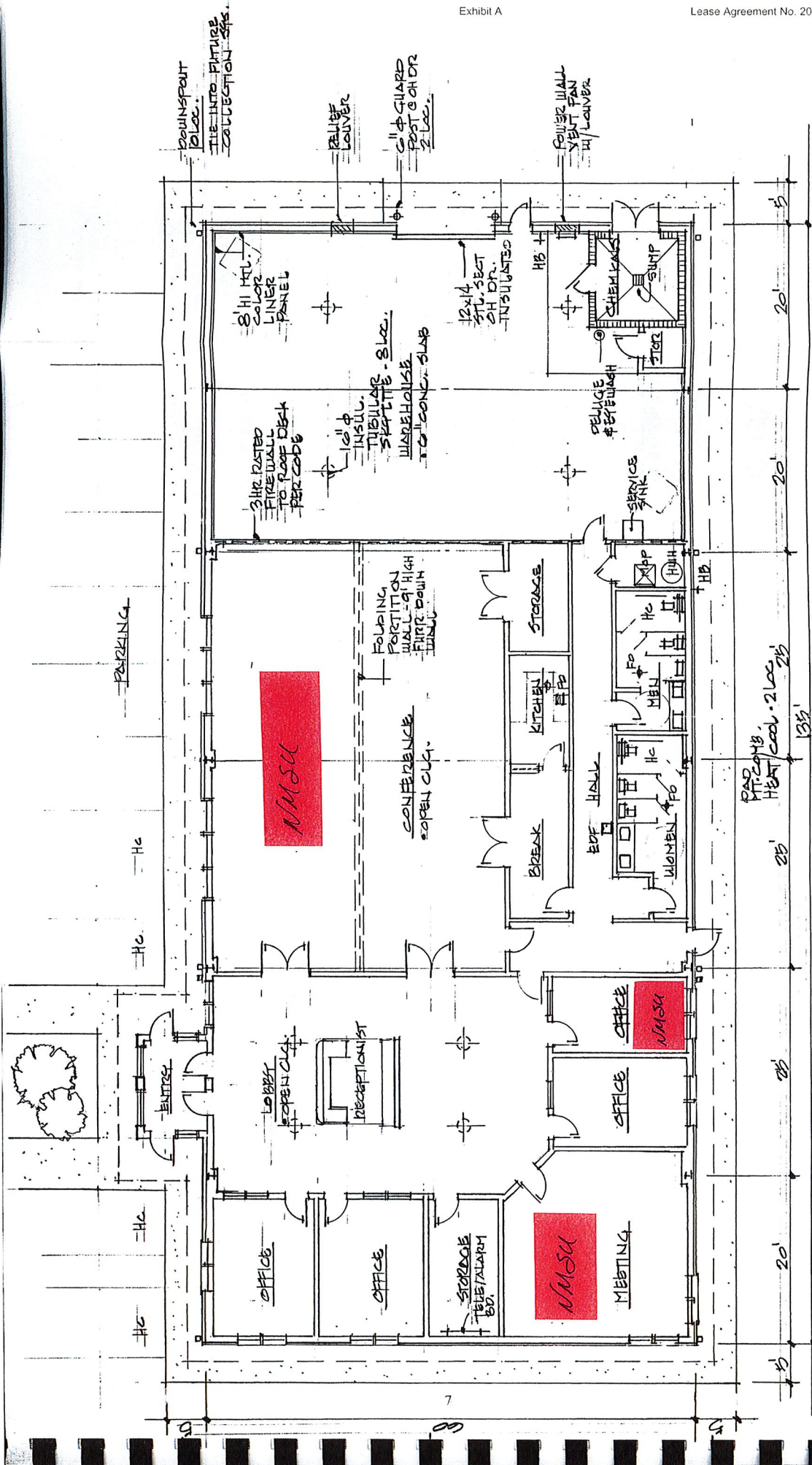
Date

LESSOR - EDGEWOOD SOIL AND WATER CONSERVATION DISTRICT



Brenda Smythe
District Manager
Edgewood Soil and Water Conservation District

4/17/2024
Date



SILVER CONSTRUCTION
A NEW FACILITY FOR
EDGEWOOD SOIL & WATER
CONSERVATION DIST.
EDGEWOOD, N.M. 6.6.06

FLOOR PLAN - 8,196 SF



9/32"

Req # 270771 Central Tri-County SWCD-4-H Space

Final Audit Report

2026-07-20

Created:	2026-07-14
By:	Felecia Lopez (flopez@santafecountynm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAplwZ8cNC4B0OBtVzPeaj5yBhU8xugqse

"Req # 270771 Central Tri-County SWCD-4-H Space" History

-  Document created by Felecia Lopez (flopez@santafecountynm.gov)
2026-07-14 - 4:54:50 PM GMT
-  Document emailed to Ashley Sisneros (asisneros@santafecountynm.gov) for signature
2026-07-14 - 4:54:55 PM GMT
-  Email viewed by Ashley Sisneros (asisneros@santafecountynm.gov)
2026-07-14 - 4:55:17 PM GMT
-  Document e-signed by Ashley Sisneros (asisneros@santafecountynm.gov)
Signature Date: 2026-07-14 - 5:00:19 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to Michele Caskey (mcaskey@santafecountynm.gov) for signature
2026-07-14 - 5:00:22 PM GMT
-  Email viewed by Michele Caskey (mcaskey@santafecountynm.gov)
2026-07-14 - 5:00:56 PM GMT
-  Document e-signed by Michele Caskey (mcaskey@santafecountynm.gov)
Signature Date: 2026-07-20 - 2:49:39 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-07-20 - 2:49:39 PM GMT