

**SANTA FE COUNTY CLERK
Facility Rental Agreement
Tony E Quintana**

This Agreement for the rental of a venue for the purpose of reserving a voting location for elections, and related activities, conducted by the **Santa Fe County Clerk of Santa Fe County** is made by and between **Espanola Public Schools (“EPS”)** and Santa Fe County (“County”), a political subdivision of the state of New Mexico (collectively, the “Parties”).

Whereas, the County desires to temporarily, occupy, and make use of the following EPS facility as a voting location for the 2026 Primary Election (“Election”): **Tony E. Quintana Elementary, 18670 US 84/285, Espanola, NM 87532** (“Venue”); and

Whereas, EPS represents that the Venue has broadband internet; and

Whereas, EPS agrees to such rental, occupation, and use of the Venue to assist the County in the conduct of the Election.

Now, therefore, the Parties agree to the following terms and conditions:

1. The County shall pay to EPS the sum of \$0 for rental of the Venue.
2. The County Clerk’s Office shall have access to and use of the Venue between **May 28, 2026, and June 5, 2026**, for the purpose of **2026 Primary Election Day Voting** (the Event). As the Event approaches, a staff member from the County Clerk’s Office will coordinate the exact set up and tear down times. EPS shall provide to the County Clerk’s Office all keys, access control codes, and other items necessary to give the County Clerk’s Office access to the Venue no later than **May 28, 2026**.
3. **EPS shall ensure that the Venue shall maintain broadband internet connection throughout the rental period which will provide the County Clerk’s Office with real-time access to the voter registration electronic management system.**
4. Within three (3) days of the rental period’s expiration, the County Clerk’s Office shall return to EPS all keys and other access control devices in its possession.
5. The County Clerk’s Office shall remove all personal property, trash, and other items that were not present in the Venue when the County Clerk’s Office took control of it.

6. Any liability on the part of the EPS or the County incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act §41-4-1, et seq., NMSA 1978, as amended. No provisions of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by EPS or the County or its "public employees" at common law or under the New Mexico Tort Claims Act.

7. Any disputes arising under this contract 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

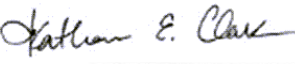


Gregory S. Shaffer
Santa Fe County Manager

5/28/2026

Date

Approved:




Katharine E. Clark
Santa Fe County Clerk

05/29/2026

Date

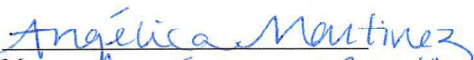
Approved as to form:

 for _____
Walker Boyd
Santa Fe County Attorney

4.10.26

Date

ESPANOLA PUBLIC SCHOOLS


Name: Angélica Martínez
Title: Principal-TEQ-sombrillo

5/26/26

Date