

**SANTA FE COUNTY CLERK  
Facility Rental Agreement  
Santa Fe Public Schools**

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 **Santa Fe Public Schools (“SFPS”)** 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 SFPS facilities as voting locations for the 2026 Primary Election (collectively, the “Venues”):

<b>AMY BIEHL COMMUNITY SCHOOL</b>	<b>310 Avenida Del Sur, Santa Fe, NM 87508</b>
<b>ATALAYA ELEMENTARY</b>	<b>721 Camino Cabra, Santa Fe, NM 87501</b>
<b>CARLOS GILBERT ELEMENTARY</b>	<b>300 Griffin St, Santa Fe NM 87501</b>
<b>CHAPARRAL ELEMENTARY</b>	<b>2451 Avenida Chaparral, Santa Fe, NM 87505</b>
<b>GONZALES COMMUNITY SCHOOL</b>	<b>851 W Alameda St, Santa Fe, NM 87501</b>
<b>NINA OTERO COMMUNITY SCHOOL</b>	<b>5901 Herrera Drive, Santa Fe, NM 87507</b>
<b>TESUQUE ELEMENTARY</b>	<b>1555 Bishops Lodge Rd, Santa Fe, NM 87506</b>
<b>SALAZAR ELEMENTARY</b>	<b>1231 Apache Ave, Santa Fe, NM 87505</b>

**Whereas**, SFPS represents that the Venues have broadband internet; and

**Whereas**, SFPS agrees to such rental, occupation, and use of the Venues to assist the County in the conduct of the 2026 Primary Election.

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

1. The County shall pay to SFPS the sum of \$0 for rental of the venue.
2. The County Clerk’s Office shall have access to and use the Venues between **May 29, 2026, and June 5, 2026**, for the purpose of **2026 Primary Election Day Voting** (the Event). As the Event approaches, a staff member from County Clerk’s Office will coordinate the exact set up and tear down times. SFPS shall provide the County Clerk’s Office with all keys, access control codes, and other items necessary to give the County Clerk’s Office access to the Venues no later than **May 29, 2026**.
3. **SFPS shall ensure that the Venues 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 SPFS 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 Venues when the County Clerk's Office took control of them.
6. Any liability on the part of SFPS 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 SFPS 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.

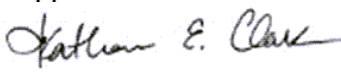
**SANTA FE COUNTY**



\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager  
Approved:

5/3/2026

\_\_\_\_\_  
Date

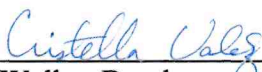


\_\_\_\_\_  
Katharine E. Clark  
Santa Fe County Clerk

05/29/2026

\_\_\_\_\_  
Date

Approved as to form:

 for

\_\_\_\_\_  
Walker Boyd  
Santa Fe County Attorney

4.10.26

\_\_\_\_\_  
Date

SANTA FE PUBLIC SCHOOLS

  
Name: Melissa Bonifex  
Title: Director

04/21/26  
Date