

**STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT**

**BOARD OF COMMISSIONERS OF
THE COUNTY OF SANTA FE,**

Plaintiff,

vs.

Case No.: D-101-CV-2025-02858

TOWN OF EDGEWOOD,

Defendant/Counter Plaintiff,

vs.

**BOARD OF COMMISSIONERS OF
THE COUNTY OF SANTA FE,**

Counter Defendants.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into as of March 31, 2026, by and between the Board of County Commissioners of the County of Santa Fe, a political subdivision of the State of New Mexico ("County" or "Santa Fe County"), and the Town of Edgewood, a political subdivision of the State of New Mexico ("Town" or "Edgewood") (collectively, the "Parties"). This Agreement is effective as of the date a Party hereto last executes this Agreement in accordance with its terms, as indicated beside the Parties' signatures below, which date shall serve as the "Effective Date" of this Agreement.

RECITALS

WHEREAS, the Town of Edgewood and Santa Fe County entered into a Joint Powers Agreement for Fire Suppression, Fire Prevention, Rescue, Emergency Medical Services, and Emergency Communications dated November 16, 2005 (the "2005 JPA"), which was approved by the New Mexico Department of Finance and Administration;

WHEREAS, on November 6, 2025, the County filed a Complaint for Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing against the Town in the First Judicial District Court, State of New Mexico, County of Santa Fe, Case No. D-101-CV-2025-02858;

WHEREAS, on January 8, 2026, the Town filed its Answer to Complaint, Affirmative Defenses, and Counterclaims (herein referred to as Lawsuit);

WHEREAS, the dispute between the Parties centers on the interpretation of the 2005 JPA regarding the Town's payment obligations to the County;

WHEREAS, the Parties participated in a mediation conference on March 17, 2026, and reached agreement on the terms of settlement;

WHEREAS, pursuant to the mutual agreement reached at the mediation conference, the Town of Edgewood agreed to terminate the 2005 JPA effective June 30, 2026;

WHEREAS, the Town of Edgewood council met in executive session and approved this settlement in accordance with the Open Meetings Act and *State ex rel. Foy v. Weinstein*, 2016-NMCA-069;

WHEREAS, the Board of County Commissioners of the County of Santa Fe has formally approved this settlement;

WHEREAS, this Agreement constitutes a "walkaway" resolution of the Parties' disputes, under which neither Party will pay the other any money or property, and the Parties will mutually release their respective claims and dismiss the pending litigation with prejudice;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: TERMINATION OF THE 2005 JPA

1.1 Termination. The Joint Powers Agreement for Fire Suppression, Fire Prevention, Rescue, Emergency Medical Services, and Emergency Communications dated November 16, 2005, shall be terminated pursuant to Article 1.2 below, effective June 30, 2026 (the "Termination Date").

1.2 Formal Termination Notice. The Town of Edgewood shall provide formal written notice of termination to the County. The notice shall state that the Town of Edgewood is terminating the 2005 JPA, effective June 30, 2026. The Town shall deliver such termination letter promptly following execution of this Agreement. A copy of the termination letter is attached hereto as Exhibit 1 and incorporated herein by reference.

1.3 Cessation of Services. The Town of Edgewood acknowledges that it has no expectation of any fire suppression, rescue, emergency medical services, fire prevention, or any other services provided under the JPA (collectively, the "2005 JPA Services") from the County after June 30, 2026.

ARTICLE II: TRANSITION COOPERATION

2.1 Cooperation. The Parties agree to cooperate fully with each other in effecting the transition from 2005 JPA Services to locally provided services by the Town by June 30, 2026, including by sharing relevant operational information and coordinating service boundaries.

2.2 Call Logs. Within ten (10) calendar days of the execution of this Agreement, Santa Fe County shall provide to the Town of Edgewood a copy of its call logs for services to the affected area of the Town for the previous five (5) years, broken down into fire calls and other service calls.

ARTICLE III: MUTUAL RELEASE

3.1 Release by the Town. The Town of Edgewood, on behalf of itself, its governing body, officials, officers, commissioners, manager, clerk, employees, agents, attorneys, successors, and assigns (collectively, "Town Releasers"), hereby fully and completely releases, acquits, and forever discharges Santa Fe County, its Board of County Commissioners, officials, officers, employees, agents, attorneys, successors, and assigns (collectively, "County Releasees") from any and all claims, demands, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, obligations, liabilities, and demands whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, which the Town Releasers ever had, now have, or hereafter may have against the County Releasees, arising from, connected with, or related to the 2005 JPA at issue in this litigation.

3.2 Release by the County. Santa Fe County, on behalf of itself, its Board of County Commissioners, officials, officers, employees, agents, attorneys, successors, and assigns (collectively, "County Releasors"), hereby fully and completely releases, acquits, and forever discharges the Town of Edgewood, its governing body, commissioners, manager, clerk, officials, officers, employees, agents, attorneys, successors, and assigns (collectively, "Town Releasees") from any and all claims, demands, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, obligations, liabilities, and demands whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, which the County Releasors ever had, now have, or hereafter may have against the Town Releasees, arising from, connected with, or related to the 2005 JPA at issue in this litigation.

3.3 Waiver of Unknown Claims. The Parties acknowledge that they may discover facts different from or in addition to those they now know or believe to be true with respect to the claims released herein. The Parties expressly assume the risk of such different or additional facts and agree that this Agreement shall remain effective notwithstanding the existence of any such different or additional facts.

ARTICLE IV: DISMISSAL OF LITIGATION

4.1 Dismissal with Prejudice. The Parties agree that upon execution of this Agreement, they shall promptly file a Stipulated Motion to Dismiss with Prejudice and Proposed Order dismissing all claims, counterclaims, and causes of action asserted in *Board of County Commissioners of the*

County of Santa Fe v. Town of Edgewood, Case No. D-101-CV-2025-02858, with prejudice, with each Party to bear its own attorneys' fees and costs attached hereto as Exhibit 2.

4.2 Cooperation in Dismissal. Each Party agrees to execute and deliver any documents, and to take any actions, reasonably necessary to effectuate the dismissal described in Section 4.1.

ARTICLE V: NO ADMISSION OF LIABILITY

5.1 No Admission. This Agreement is a compromise of disputed claims. Nothing contained herein shall be construed as an admission of liability or wrongdoing by either Party. The Parties expressly deny any liability or wrongdoing of any kind. The Parties agree and acknowledge that the settlement provided herein constitutes a complete, final and acceptable settlement and resolution of any and all claims of any kind or nature that the Parties have or could have against one another arising from or relating to matters claimed, asserted and alleged in the Lawsuit.

5.2. Consideration, Advice of Counsel and Consent. The Parties have executed this Agreement and given the releases of claims set forth above for valuable consideration, the adequacy and receipt of which the Parties hereby acknowledged. The Parties have executed this Agreement with the advice of counsel and have done so knowingly, voluntarily and with full appreciation of its meaning and effect.

5.3. Attorneys' Fees and Costs. The Parties shall each pay their own attorney's fees, costs and expenses incurred in connection with the Lawsuit.

ARTICLE VI: REPRESENTATIONS AND WARRANTIES

6.1 Authority. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the person executing this

Agreement on behalf of each Party is duly authorized to do so. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

6.2 Governmental Approval. The Town of Edgewood represents and warrants that its governing body has approved this Agreement in executive session in accordance with *State ex rel. Foy v. Weinstein*, 2016-NMCA-069. The County of Santa Fe represents and warrants that the Board of County Commissioners has formally approved this Agreement.

6.3 No Assignment. Each Party represents and warrants that it has not assigned, transferred, or conveyed any of the claims released herein to any other person or entity.

ARTICLE VII: GENERAL PROVISIONS

7.1 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and agreements between the Parties with respect to such subject matter.

7.2 Amendment. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

7.4 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.6 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered or three (3) business days after being sent by registered or certified mail, postage prepaid, to the following addresses:

For the Town of Edgewood:

Town Manager, Town of Edgewood

P.O. Box 3610

Edgewood, New Mexico 87015

With a copy to: Young Jun Roh RIMÔN PC 500 Marquette Avenue NW, Suite 1200

Albuquerque, NM 87102

For the County of Santa Fe:

County Manager 102 Grant Ave. Santa Fe, NM 87501

With a copy to: Walker Boyd, Esq. Santa Fe County Attorney 102 Grant Ave. Santa Fe, NM
87501

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Mutual Release as of the date first written above.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SANTA FE

By: 

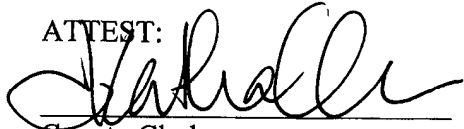
Chair

Justin S. GREENE

Date:

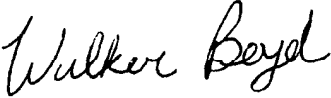
MARCH 31 2026

ATTEST:



County Clerk

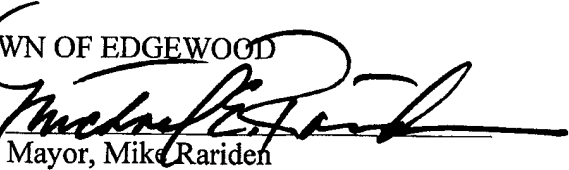
APPROVED AS TO FORM:



Walker Boyd, Santa Fe County Attorney

TOWN OF EDGEWOOD


By:


Mayor, Mike Rariden

Date: 27 MAR 2026

ATTEST:

By


Town Clerk, Misty Witt

Date: 3/27/2026

APPROVED AS TO FORM:

By

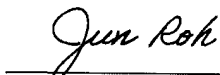

Young Jun Roh
Counsel for Town of Edgewood

EXHIBIT 1

TERMINATION LETTER

[DATE]

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Santa Fe County Fire Chief
Santa Fe County Fire Department
35 Camino Justicia Santa Fe, New Mexico 87508

Re: Notice of Termination of Joint Powers Agreement for Fire Suppression, Fire Prevention, Rescue, Emergency Medical Services, and Emergency Communications dated November 16, 2005

Dear Fire Chief:

Pursuant to the Settlement Agreement and Mutual Release entered into between the parties dated _____, 2026, and in accordance with Paragraph 4 of the Joint Powers Agreement for Fire Suppression, Fire Prevention, Rescue, Emergency Medical Services, and Emergency Communications dated November 16, 2005 (the "JPA"), between the Town of Edgewood, New Mexico, and the County of Santa Fe, New Mexico, the Town of Edgewood hereby provides formal notice of termination of the JPA.

Effective Date of Termination: The termination of the JPA shall be effective as of June 30, 2026.

Please do not hesitate to contact our office if you have any questions regarding this termination notice.

Sincerely,

Mayor, Mike Rariden
Town of Edgewood

cc: Walker Boyd, Esq., Santa Fe County Attorney *via* email
<jwboyd@santafecountynm.gov>
Young Jun Roh, Counsel for Town of Edgewood *via* email
<youngjun.roh@rimonlaw.com>

Ex. 2

**STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT**

**BOARD OF COMMISSIONERS OF
THE COUNTY OF SANTA FE,**

Plaintiff,

vs.

Case No.: D-101-CV-2025-02858

TOWN OF EDGEWOOD,

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vs.

**BOARD OF COMMISSIONERS OF
THE COUNTY OF SANTA FE,**

Counter Defendants.

JOINT MOTION TO DISMISS WITH PREJUDICE

COME NOW, Plaintiffs/Counter-Defendants Board of Commissioners of the County of Santa Fe, by and through their counsel of record, Walker Boyd, Esq., and Defendants/Counter-Plaintiffs Town of Edgewood, by and through their counsel of record, Y. Jun Roh, Esq., and respectfully request the Court dismiss the Complaint and Counterclaim, and all amendments thereto, with prejudice as to all claims which were or which could have been brought by the parties, with each party to bear their own attorneys' fees and costs. As grounds for the Motion, parties state they have resolved their differences.

Respectfully submitted,

RIMON, P.C.

By

Y. JUN ROH
500 Marquette Avenue NW
Suite 1200
Albuquerque, New Mexico, 87102
Phone: (505) 437-2220
youngjun.roh@rimonlaw.com
Attorney for Town of Edgewood.

Walker Boyd
Santa Fe County Attorney
102 Grant Ave. Santa Fe, NM 87501
Telephone: (505) 986-6279
jwboyd@santafecountynm.gov

CERTIFICATE OF SERVICE

I hereby certify that on this day of _____ 2026, I filed the foregoing electronically through the Court's e-filing system, which caused the parties or counsel to be served by electronic means.

/s _____

**STATE OF NEW MEXICO
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Case No.: D-101-CV-2025-02858

TOWN OF EDGEWOOD,

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**BOARD OF COMMISSIONERS OF
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Counter Defendants.

ORDER GRANTING JOINT MOTION TO DISMISS WITH PREJUDICE

This matter having come before the Court upon the parties' Joint Motion to Dismiss with Prejudice and the Court having reviewed the pleadings, and being otherwise fully advised of the premises, hereby FINDS: the Motion is well taken and should be granted;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED

The Joint Motion to Dismiss with Prejudice is granted, and the Complaint and Counterclaims and all other claims by and between the parties which were or which could have been brought are hereby dismissed with prejudice. All parties shall bear their own attorneys' fees and costs.

Honorable Maria Sanchez-Gange

Prepared by:

RIMON, P.C.

By _____

Y. JUN ROH
500 Marquette Avenue NW
Suite 1200
Albuquerque, New Mexico, 87102
Phone: (505) 437-2220
youngjun.roh@rimonlaw.com
Attorney for Town of Edgewood.

Agreed as to the form:

Walker Boyd
Santa Fe County Attorney
102 Grant Ave. Santa Fe, NM 87501
Telephone: (505) 986-6279
jwboyd@santafecountynm.gov