

Town of Edgewood

Agenda

Special Meeting

Friday, May 1, 2026 at 4:00 PM

Edgewood Town Hall Commission Chambers, 171A NM 344

Edgewood, NM

This meeting is held in-person. As a convenience, a meeting live-stream may be available but could be impacted by technology or internet signal. Click link for YouTube live-stream:

<https://www.youtube.com/@thetownofedgewoodnm/streams>

If you are an individual with a disability who needs a reader; amplifier; qualified sign language interpreter; or any other form of auxiliary aid or service to attend or participate in the hearing or meeting; please contact the Clerk at the Town Offices located at 171 NM Rd. 344 at least three (3) days prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the Town Clerk at (505) 286-4518 or by e-mail at clerk@edgewood-nm.gov if a summary or other type of accessible format is needed. The complete Commission packet may be viewed on the web; visit <https://edgewoodnm.portal.civicclerk.com/> to find Agenda materials.

The adopted Rules of Procedure state:

III. RULES OF CONDUCT FOR MEETING ATTENDANCE AND PUBLIC COMMENT The purpose of Town Commission meetings is to conduct the Town's business. In accordance with the Open Meetings Act, public business will be conducted in full public view, so that the actions of the Governing Body are made openly, and that the deliberations of the Governing Body are open to the public. To maintain a professional and respectful meeting environment, the following rules of conduct shall apply at all times and to all persons present for any Town Commission Meeting.

A. Decorum is mandatory at all times. No derogatory or degrading comments directed at members of the public, staff, or Town Commissioners will be tolerated.

1. Other than town staff, no one may approach the Commissioners without the express consent of a majority vote of the Commission.

B. No comment shall be made by the public from any location other than the podium.

C. Persons making "out of order" comments or disruptive behavior as determined by the Presiding Officer may be subject to removal from the meeting.

D. There will be no demonstrations or signs permitted to be displayed before, during, or following anyone's public comment.

E. Except as outlined in these rules, no extensions of time shall be given to any speaker.

F. To prevent repetitious comments and promote efficient use of time, if it appears that multiple speakers desire to speak on a particular matter, the Commission, at its discretion, may opt to utilize comment methods that concisely provide input from the public to the Commission such as a show of hands or the designation of spokespersons to speak on behalf of each group.

G. Any person making a public comment may also supplement their comment by submitting documents.

1. Such documents must be passed to the Town Clerk

A. WELCOME AND CALL TO ORDER

1. Roll Call (by Town Clerk or designee)
2. Invocation
3. Pledge of Allegiance
4. NM Flag Salute
“I salute the flag of the state of New Mexico, the Zia symbol of perfect friendship among united cultures.”

B. APPROVAL OF AGENDA

C. PUBLIC COMMENT

D. ORDINANCES, RESOLUTIONS, AND ZONING

1. Discussion and possible approval of Resolution 2026-xxX Ratifying and Rectifying the Settlement Agreement and Mutual Release, Court Filings, and Formal Termination Notice in Board of County Commissioners of Santa Fe County v. Town of Edgewood, Case NO. D-101-CV-2025-02858; and Affirming the Town's Commitment to Open Meetings Act Compliance

E. NEW BUSINESS

1. Discussion and possible approval of a Joint Powers Agreement for Fire Suppression, Fire Prevention, Rescue, and Emergency Medical Services between the Town of Edgewood, New Mexico and the County of Santa Fe, New Mexico.

F. FUTURE MEETINGS

1.
 - a. May 12, 2026 Regular Commission Meeting
 - b. May 26, 2026 Regular Commission Meeting

G. FUTURE EVENTS

1.
 - a. Story Time - Wednesday morning 11:00AM at Edgewood Library
 - b. Space History Museum Event - Saturday, May 9, 2026 (11:00am-2:00pm) at Edgewood Library
 - c. May Dumpster Days - Saturday and Sunday, May 16-17 (9:00am-3:00pm) at Edgewood Roads Dept (20 Municipal Way)
 - d. Library Scavenger Hunt - May 19-23 (during Library hours) at Edgewood Library
 - e. Movie Matinee - Saturday, May 23, 2026 (12:00pm-2:00pm) at Edgewood Library
 - f. Edgewood Library - Friday, May 29, 2026 (5:00pm-10:00pm), Saturday, May 30, 2026 (2:00pm-10:00pm), and Sunday, May 31, 2026 (12:00pm-5:00pm) at Venus Park

H. FINAL COMMENTS BY COMMISSIONERS

I. ADJOURNMENT

RESOLUTION 2026-xxX

A RESOLUTION RATIFYING AND RECTIFYING THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE, COURT FILINGS, AND FORMAL TERMINATION NOTICE IN *BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY v. TOWN OF EDGEWOOD*, CASE NO. D-101-CV-2025-02858; AND AFFIRMING THE TOWN'S COMMITMENT TO OPEN MEETINGS ACT COMPLIANCE.

WHEREAS, the Town of Edgewood ("Town") and Santa Fe County ("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; and

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; and

WHEREAS, on January 8, 2026, the Town filed its Answer to Complaint, Affirmative Defenses, and Counterclaims; and

WHEREAS, the parties participated in a mediation conference on March 17, 2026, before Judge Alan M. Malott (Ret.), and reached agreement on the terms of settlement through the Town Commission's special meeting (<https://www.edgewood-nm.gov/media/13161>); and

WHEREAS, the Town Commission in its Regular meeting on March 24, 2026 specifically voted to approve the form of the Settlement Agreement, including all attachments, as prepared by the Town Attorney and authorize the Mayor to execute the same on behalf of the Town, subject to and conditioned upon approval by the Santa Fe County Board of County Commissioners <https://www.youtube.com/watch?v=G-uWJWlAP0o> (2:47:48)

WHEREAS, at its April 7 Special Meeting, the Town Commission convened in closed session to receive final legal advice regarding this litigation. <https://www.edgewood-nm.gov/media/13701>

WHEREAS, the Settlement Agreement and Mutual Release ("Settlement Agreement") was executed by both parties, with the Board of County Commissioners of Santa Fe County formally approving the Settlement Agreement at its meeting on March 31, 2026; and

WHEREAS, the Settlement Agreement constitutes a "walkaway" resolution of the parties' disputes, under which neither party pays the other any money or property, and the parties mutually release their respective claims and dismiss the pending litigation with prejudice; and

WHEREAS, the Settlement Agreement provides for the termination of the 2005 JPA effective June 30, 2026 (the "Termination Date"), and requires the Town to provide formal written notice of termination to the County; and

WHEREAS, the Settlement Agreement includes, as Exhibit 2, a Joint Motion to Dismiss with Prejudice and Proposed Order requesting that the Court dismiss the Complaint and

Counterclaims, and all amendments thereto, with prejudice as to all claims which were or could have been brought by the parties, with each party to bear their own attorneys' fees and costs; and

WHEREAS, on April 2, 2026, the Mayor sent the formal termination notice to the Santa Fe County Fire Chief via certified mail, return receipt requested, stating the termination of the 2005 JPA effective June 30, 2026, pursuant to the Settlement Agreement; and

WHEREAS, on April 15, 2026, the New Mexico Department of Justice ("NMDNJ") issued a notice to the Town raising concerns regarding the Town's compliance with the Open Meetings Act ("OMA"), NMSA 1978, §§ 10-15-1 to -4, in connection with the mediations and discussions held between the Town and the County between September 24, 2025 and March 17, 2026; and

WHEREAS, the NMDNJ expressed concern that the Town held mediations and discussions at which a quorum or majority of Town Commissioners were present without providing public notice as required by OMA; and

WHEREAS, The Town Commission believes it has complied with all corrective requirements under the Open Meetings Act; however, in an abundance of caution, it seeks to proactively cure any potential procedural deficiency by ratifying the Settlement Agreement, related court filings, and the formal termination notice at this duly noticed open meeting with full public transparency; and

WHEREAS, the Town Commission reaffirms its commitment to full compliance with the Open Meetings Act, NMSA 1978, §§ 10-15-1 to -4, and to the principle that public business be conducted in full public view.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF EDGEWOOD:

Section 1. Ratification of the Settlement Agreement and Mutual Release. The Town Commission hereby ratifies and confirms, in open session by public vote, the Settlement Agreement and Mutual Release entered into between the Town of Edgewood and the Board of County Commissioners of Santa Fe County in Case No. D-101-CV-2025-02858, including all terms thereof, specifically including:

- (a) The termination of the 2005 JPA effective June 30, 2026;
- (b) The mutual release of all claims, disputes, or causes of action between the parties arising from or relating to the 2005 JPA;
- (c) The "walkaway" resolution under which neither party pays the other any money or property;
- (d) The agreement that this is a compromise of disputed claims, and neither party admits liability or wrongdoing; and
- (e) The dismissal of all claims, counterclaims, and causes of action in the pending litigation with prejudice.

A copy of the Settlement Agreement and Mutual Release is attached hereto as Exhibit A and incorporated by reference.

Section 2. Ratification of the Joint Motion to Dismiss with Prejudice and Proposed Order. The Town Commission hereby ratifies and authorizes the filing of the Joint Motion to Dismiss with Prejudice and the Proposed Order Granting Joint Motion to Dismiss with Prejudice in Case No. D-101-CV-2025-02858, dismissing all claims, counterclaims, and causes of action with prejudice, with each party bearing its own attorneys' fees and costs. Given the fact the Joint Motion and Proposed Order have already been filed with the Court, the Commission hereby ratifies such filing. The Town Attorney is authorized to take all steps necessary to effectuate the dismissal.

Copies of the Joint Motion to Dismiss with Prejudice and the Proposed Order are attached hereto as Exhibit C and incorporated by reference.

Section 3. Ratification of the Formal Termination Notice. The Town Commission hereby ratifies the formal written notice of termination of the 2005 JPA sent by the Mayor on April 2, 2026, to the Santa Fe County Fire Chief via certified mail, return receipt requested, stating the termination of the 2005 JPA effective June 30, 2026, pursuant to the Settlement Agreement.

A copy of the signed termination notice is attached hereto as Exhibit B and incorporated by reference.

Section 4. Affirmation of Open Meetings Act Compliance. The Town Commission affirms its commitment to full compliance with the Open Meetings Act, NMSA 1978, §§ 10-15-1 to -4, and directs the Town Clerk to ensure that:

- (a) All future meetings at which a quorum of Commissioners is present to discuss public business are properly noticed in accordance with OMA no later than seventy-two (72) hours prior to the scheduled meeting;
- (b) All agendas include the specific items of business to be discussed or transacted at the meeting, as required by § 10-15-1(F); and
- (c) Notices of possible quorum are posted whenever a quorum of Commissioners may be present at any event, training, mediation, or other gathering, whether or not formal action is anticipated, consistent with the Town's existing practice and the requirements of OMA.

Section 5. Response to the NMDOJ. The Town Manager and its Clerk are hereby authorized and directed to respond to the NMDOJ's letter dated April 15, 2026, enclosing a certified copy of this Resolution, along with such other documentation as the Town deems appropriate, to demonstrate the Town's good-faith efforts to address the concerns raised and the Town's commitment to OMA compliance going forward. The response shall be transmitted to [oma-
ipracomplaint@nm DOJ.gov](mailto:oma-
ipracomplaint@nm DOJ.gov) as directed by the NMDOJ.

Section 6. Relationship with the New Joint Powers Agreement. Nothing in this Resolution shall be construed to affect the separate consideration and possible approval of a new Joint Powers Agreement for Fire Suppression, Fire Prevention, Rescue, and Emergency Medical Services between the Town and Santa Fe County, which is a separate agenda item before the Commission at this meeting. The new JPA draft expressly provides that it does not vacate, supersede, or terminate the Settlement Agreement and Mutual Release dated March 31, 2026.

Section 7. Exhibits and Public Inspection. The following documents are attached to this Resolution and have been made available for public inspection in advance of and during this meeting:

Exhibit A: Settlement Agreement and Mutual Release

Exhibit B: Signed Termination Notice dated April 2, 2026

Exhibit C: Joint Motion to Dismiss with Prejudice and Proposed Order

Exhibit D: NMDOJ Letter dated April 15, 2026

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the Town of Edgewood Commission this _____ day of _____, 2026.

Michael Rariden, Mayor

Stephen Murillo, Mayor Pro Tem

Kenneth Brennan, Commissioner

Patrick Milligan, Commissioner

Devon Taylor, Commissioner

Attest:

Misty Witt, Clerk-Treasurer

**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 _____, 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

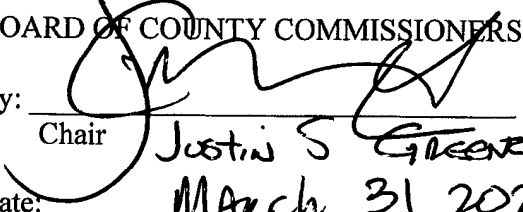
For the County of Santa Fe:

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

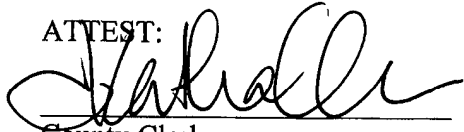
By: 

Chair

Justin S. Green

Date: March 31 2026

ATTEST:


County Clerk

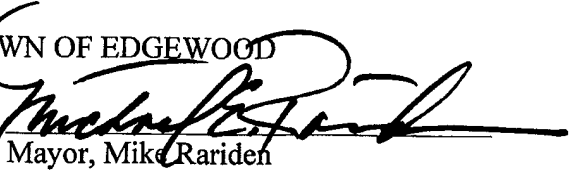
APPROVED AS TO FORM:



Walker Boyd, Santa Fe County Attorney

TOWN OF EDGEWOOD

By:


Mayor, Mike Rariden

Date: 27 MAR 2026

ATTEST:

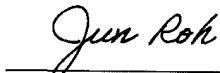
By

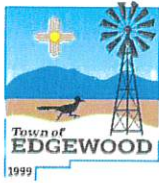

Town Clerk, Misty Witt

Date: 3/27/2026

APPROVED AS TO FORM:

By


Young Jun Roh
Counsel for Town of Edgewood



TOWN OF EDGEWOOD

171A State Rd. 344

P.O. Box 3610

Edgewood, NM 87015

Phone: (505) 286-4518 Fax: (505) 286-4519

www.edgewood-nm.gov

April 2, 2026

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Santa Fe County Fire Chief
Santa Fe County Fire Department
35 Camino Justicia
Santa Fe, NM 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 April 01, 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, 2025 (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 Boys, Esq., Santa Fe County Attorney via email
<jwboyd@santafecountynm.gov>
Young Jun Roh, Counsel for Town of Edgewood via email
<youngjun.roh@rimonlaw.com>

Town Commissioners

Kenneth Brennan	D-1
Devon Taylor	D-2
Patrick Milligan	D-3
Stephen Murillo	D-4
Mike Rariden	D-5

Kelly Hamilton
Town Manager

Misty Witt
Clerk-Treasurer
Deputy Town Manager

Aaron Frost
Chief of Police

Linda Burke
Community Liaison

William H. White
Municipal Judge

EX. C

**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.

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 s/April 2, 2026
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 pursuant to the March 31, 2026
Agreement

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 second day of April 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.

By s/April 2, 2026
Y. JUN ROH

**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.

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.

 4/2/26
Honorable Maria Sanchez-Gange

Prepared by:

RIMON, P.C.

By s/April 2, 2026
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:

Agreed pursuant to the March 31,
2026 Agreement

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

April 15, 2026

VIA ELECTRONIC MAIL ONLY:

Town of Edgewood Commission
Mike Rariden, Mayor
mrariden@edgewood-nm.gov

RE: Notice of Violation – Open Meetings Act; and Inspection of Public Records Act request

Dear Mayor Rariden:

The Government Counsel and Accountability Bureau (“GCA”) of the New Mexico Department of Justice (the “NMDOJ”) has become aware of mediations and discussions that were held between the Town of Edgewood (the “Town”) and the Board of Commissioners of the County of Santa Fe (the “County”) regarding the Joint Powers Agreement (the “JPA”) for fire and emergency medical services. GCA has concerns regarding compliance with the Open Meetings Act notice requirements (the “OMA”), NMSA 1978, §§ 10-15-1 to –4 (1953, as amended through 2013) from this meeting.

The NMDOJ is deeply troubled by the Town’s special meeting on Tuesday, April 7, 2026, where the Town announced the termination of a JPA between the Town and the County. This office must express its serious concerns that such an action was taken without regard for any consequence. The abrupt cancellation of this JPA appears to jeopardize the welfare of the people of New Mexico by eliminating all fire and emergency medical services to the Town’s residents effective June 30, 2026, thereby placing the community at unacceptable and unnecessary risk. As an initial matter, we request the Town provide us with its plan of how it will provide fire and emergency medical services to its citizens after June 30, 2026.

GCA also notes serious concerns with the Town’s compliance with OMA. Particularly that the Town held numerous mediations, discussions with the County between September 24, 2025, and March 17, 2026, and made decisions related to the JPA where a quorum or majority of the Town Commissioners were present and no public notice was provided. Furthermore, any agenda related to D-101-CV-2025-02858, *Board of Commissioners of the County of Santa Fe v. Town of Edgewood* should have included that matter as the “specific item of business to be discussed or

transacted at the meeting” where a quorum or majority of the Town Commissioners met with the County for mediation purposes. § 10-15-1(F).

The Open Meetings Act

The NMDNJ believes that the Town violated OMA and their own 2026 OMA Resolution by engaging in mediations where a quorum of commissioners were present and conducting deliberations and taking formal action on the JPA without public notice or participation. OMA is one of New Mexico’s transparency laws, establishing the basic public policy that public business be conducted in full public view, that the actions of public bodies be taken openly, and that the deliberations of public bodies be open to the public. The Attorney General has statutory authority to enforce OMA, *see* NMSA 1978, § 10-15-3(B), and resolve issues of noncompliance.

Under OMA, all meetings of a majority or a quorum of a public body shall be properly noticed and open to the public. *See* § 10-15-1(B). Each year, the Town must also determine annually in a public meeting what reasonable notice for a public meeting entail. § 10-15-1(D). Any meeting where there is discussion or action taken on “any proposed resolution, rule, regulation, or formal action” with a majority or quorum of the public body in attendance, requires public notice. *Id.*

Except in the case of emergencies, the Town must post notice of all meetings no later than 72 hours prior to any meeting being held and make the agenda available to the public and post it to the Town’s website. § 10-15-1(F). Notices must include an agenda with specific items to be discussed or information on how to obtain a copy of the agenda. *Id.* Beyond adequate notice on a website, all notices shall “include broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice.” § 10-15-1(D).

The Town’s 2026 OMA Resolution, dated January 13, 2026, states that:

- 1) Regular meetings shall be held at 6:00 pm, on the 2nd and 4th Tuesday of each month in the Commission Chambers of Town Hall located at 171-A NM 344 in Edgewood. In the event that the regular meeting date falls on a legal holiday or Election Day, the governing body may cancel or designate an alternate meeting date and shall cause advance notice of the change to be published or posted as provided in this resolution. In the event a regular meeting of the governing body is changed to a different location, advance notice of the meeting location shall be published or noticed as provided in this resolution.
- 2) Notice of all meetings shall be available at Town Hall, 171-A NM 344, Edgewood, New Mexico, Edgewood Community Library, 171-B NM 344, Edgewood, New Mexico, and on the Town’s website www.edgewood-nm.gov. The agenda will be available at Town Hall, Edgewood Community Library, and on the Town’s website, no later than seventy-two (72) hours prior to the scheduled meeting. Copies of the notice shall also be emailed to those broadcast stations licensed by the Federal Communications Commission and newspaper of general circulation that have made a written request for notice of public meetings.

3) Special meetings may be called by any two Commissioners upon adequate notice to the Town Clerk. Public notice and the agenda shall be available at least seventy-two (72) hours prior to any special meeting.

4) Emergency meetings will be called only under the unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens, acts of God, or to protect the public body from substantial financial loss. The Commission will avoid emergency meetings whenever possible. The notice for all emergency meetings shall be given as soon as practicable and shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

5) For the purposes of regular meetings described in item 1) of this resolution, or special meetings and emergency meetings described in item 3) and 4), respectively, of this resolution, notice required shall be deemed met if the notice of the date, time, place, and the manner in which a copy of the agenda may be obtained is posted at the same locations listed in item 2) above.

The Town's 2026 OMA Resolution clearly contemplates notices where a quorum is present, through publication at the Town's library or the Town website. The Town maintains a website at www.edgewood-nm.gov and under OMA, all notices must be published on the stated website as required in § 10-15-1(F).

In fact, the Town lists Notice of Possible Quorum notices numerous times on their website when a quorum might be present at such things as events and trainings, yet no notice was given for any of the mediations with the County. In direct violation of OMA, these mediations met the criteria of a public meeting as contemplated under OMA as they included a majority or quorum of the Town Commissioners to discuss public business or take formal action.

OMA is explicit that "[t]he formation of public policy or the conduct of business by vote shall not be conducted in closed meetings" § 10-15-1(A). The Town attended several mediations and discussions with the County on the Joint Powers Agreement regarding fire and EMS services for the community. The discussion of and decision making regarding the public safety of a community is without a doubt a public policy matter and the Town, under law, was required to provide the public they represent and serve proper notice of these mediations.

The NMDOJ requests additional information from the Town. Please provide all the listed additional information and/or documentation in writing on the following items no later than Monday, April 20, 2026, at 4:00P MDT. Pertinent documentation can be sent to oma-ipracomplaint@nmdoj.gov with the subject line "[Date] Town of Edgewood Response to NMDOJ Letter and Inquiry of OMA Violations".

- 1) The dates the Town and the County held any and all mediations or discussions regarding the JPA.
- 2) A list of all names and titles of participants present at each mediation or discussion
- 3) The subject matter and topics of the mediations and discussions.
- 4) Describe the specific items discussed at the mediations and discussions.
- 5) Describe what actions if any, were taken by the Town during or after the mediations and discussions (include dates and times of all decisions).
- 6) State when the Town Commissions decided to terminate the JPA and when did the Town Commission inform legal counsel for Santa Fe County that they agreed to terminate the JPA.
- 7) Explain in writing what the Town's plan is to rectify the situation regarding the Town having no essential services for fire and medical emergencies as of June 30, 2026.
- 8) The NMDOJ and GCA further request any and all correspondence you have with the County one (1) week before and until one (1) week after any mediation or discussion regarding the JPA including any texts, emails, TEAMs messages, and other documents or documentation the Town has.

Thank you for your attention to this important matter and for your commitment to promote government transparency through your public body. If our agency can answer any questions or be of further assistance, please do not hesitate to contact GCA.



Blaine N. Moffatt
Director
Government Counsel & Accountability Bureau

CC: Kelly Hamilton, Town Manager, khamilton@edgewood-nm.gov

JOINT POWERS AGREEMENT FOR FIRE SUPPRESSION, FIRE PREVENTION, RESCUE, AND EMERGENCY MEDICAL SERVICES BETWEEN THE TOWN OF EDGEWOOD, NEW MEXICO AND THE COUNTY OF SANTA FE, NEW MEXICO

This Joint Powers Agreement (hereinafter referred to as “JPA” or “Agreement”) is entered into by and between the Town of Edgewood, New Mexico (hereinafter referred to as “the Town”), an incorporated municipality of the State of New Mexico, and the County of Santa Fe (hereinafter referred to as “the County”), a political subdivision of the State of New Mexico, pursuant to the New Mexico Joint Powers Agreements Act, NMSA 1978, Sections 11-1-1 et seq., and as of July 1, 2026, or the effective date specified by the Secretary of Finance and Administration (hereinafter “the DFA”), whichever is later.

PURPOSES

The purposes of this Agreement are: to set forth and define the terms and conditions under which the Town authorizes the County to exercise its governmental powers, as enumerated below, for operating fire and rescue services and providing certain fire suppression and rescue services, emergency medical services, and fire prevention services for the public safety of the area of the Town within the exterior boundaries of the County.

RECITALS

WHEREAS, the Town has the authority to provide fire suppression, rescue services, and other related services pursuant to NMSA 1978, § 3-18-11, “Fire Protection and Prevention;”

WHEREAS, the County has the authority to provide fire suppression, rescue services, and other related services pursuant to NMSA 1978, §§ 3-18-11, 4-37-1, and 59A-53-5;

WHEREAS, the Town has requested that the County provide certain fire suppression and rescue services, emergency medical services, and fire prevention in the area of the Town within the exterior boundaries of the County;

WHEREAS, the County is willing to provide such services through the Santa Fe County Fire Department, through its Southern Region;

WHEREAS, the Town and County recognize the importance of integrated Fire/Rescue/EMS;

WHEREAS, the Town and the County recognize that the protection of life, health, and safety are important public concerns;

WHEREAS, the Town and the County agree that providing capital funds for fire and rescue improvements are important priorities for their residents;

WHEREAS, the Town is willing to pay the County for the cost of such services as enumerated herein;

WHEREAS, the Town has enacted a gross receipts tax and imposes fire and rescue impact fees, which are apportioned to the County for payment of the services as enumerated herein;

WHEREAS, from July 1, 2005 to June 30, 2026, the Town and the County were parties to a Joint Powers Agreement for Fire Suppression, Fire Prevention, Rescue, Emergency Medical Services, and Emergency Communications (“2005 JPA”), and through Fiscal Year 2023 the Town

discharged its payment obligations under Paragraph 1(F) by remitting to the County monthly amounts equivalent to the County-area fire excise tax that would have applied within the Town's boundaries absent incorporation – an issue that later gave rise to the legal disputes between the parties in Case No. D-101-CV-2025-02858;

WHEREAS, at its April 14, 2026, meeting, the Town Commission voted to open negotiations with the County for a new joint powers agreement addressing the continued and clarified provision of Fire and EMS services ;

WHEREAS, at a special meeting on April 20, 2026, the Board of County Commissioners for the County of Santa Fe authorized County staff to enter into nonbinding negotiations with representatives of the Town over a new joint powers agreement;

WHEREAS, the Town is willing to enter into a new joint powers agreement for the provision of Fire and EMS services by the County the area of the Town within the exterior boundaries of the County, provided that such agreement contains adequate provisions for assistance to the Town's leadership in any effort to stand up a Town Fire Department;

WHEREAS, nothing in this JPA shall be construed to vacate, supersede, or terminate the Settlement Agreement and Mutual Release dated March 31, 2026 in Case No. D-101-CV-2025-02858; and

WHEREAS, the parties are public agencies and are authorized by NMSA 1978, Sections 11-1-1 et seq., to enter into this Agreement:

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF AGREEMENT

a. Emergency Medical Services (EMS)

The County shall provide emergency medical services (EMS) to the Town through the Santa Fe County Fire Department. The parties acknowledge that the Santa Fe County Fire Department is a combination agency comprised of both volunteer personnel and paid County staff, and that it delivers Advanced Life Support (ALS), Intermediate Life Support (ILS), and Basic Life Support (BSL) services through licensed Paramedic/Firefighters, EMT/Firefighters, Paramedics, and EMTs, on a twenty-four (24) hours per day, seven (7) days per week basis.

The Town and the County agree that the County will provide ALS, ILS, and BLS-level emergency medical services to the residents of, and visitors within, the area of the Town within the exterior boundaries of the County, consistent with applicable standards, available resources, and operational capacity. The County shall maintain regional (or paid) staffing and operational capacity at levels no less than those provided to the Town as of the effective date of this Agreement, unless a reduction is mutually agreed upon in writing. The County shall provide a baseline staffing report within sixty (60) days and ninety (90) days' notice of any staffing changes materially affecting Town services.

b. Fire Suppression and Rescue Services

The County will provide emergency fire suppression and rescue services to the area of the Town within the exterior boundaries of the County via the Santa Fe County Fire Department on a twenty-four (24) hours per day, seven (7) days per week basis.

c. Emergency Communications

The Santa Fe Regional Emergency Communications Center (RECC) dispatches the Santa Fe County Fire Department and other emergency response agencies serving the incorporated and unincorporated areas of the County pursuant to the Second Amended and Restated Joint Powers Agreement Concerning the Operation of the Santa Fe Regional Emergency Communications Center ("RECC") between the Governing Body of the City of Santa Fe, New Mexico, the Town of Edgewood, and the Board of County Commissioners of Santa Fe County, New Mexico (RECC JPA). Nothing in this agreement modifies the RECC JPA or obligates the County to provide emergency communications services.

d. Fire Prevention Services

The County shall provide fire prevention services to the area of the Town within the exterior boundaries of the County through the Santa Fe County Fire Department, Fire Prevention Division. These services include, but are not limited to, review and approval of proposed developments, including subdivisions and site plans; fire protection system plan reviews; inspections of businesses and occupancies to ensure compliance with the current version of the International Fire Code adopted by the State of New Mexico; and issuance of notices of violation and other enforcement actions.

e. Fire/Rescue Impact Fees

Pursuant to the Development Fees Act, NMSA 1978, Sections 5-8-1 et seq., a municipality and a county may enter into a joint powers agreement to provide capital improvements for fire and rescue services through the imposition of impact fees. County Ordinance No. 1995-04 (Exhibit __ hereto) imposes fire and rescue impact fees. Town Ordinance No. 2004-9 (Exhibit __ hereto) imposes fire and rescue impact fees. The Town imposes impact fees equivalent to those imposed on development within the unincorporated areas of the County. The Town agrees that all fire and rescue impact fees that the Town collects within that portion of the Town lying within the exterior boundaries of the County, with the exception of the Town retaining as an administrative cost five percent (5%) of the fire and rescue impact fees collected, will be paid to the County monthly. Supporting evidence, utilized by the Town to calculate and collect such fees, shall be provided to the County in the form of a monthly report to be submitted at the time of payment. The County agrees that the entire amount the Town pays to the County shall be utilized for the specific purposes as enumerated herein.

f. County Fire Protection Excise Tax Equivalency Payment

The County has imposed in the county area the county fire protection excise tax at the rate of one quarter of one percent (0.25%) of the taxable gross receipts of persons engaging in business in the county area. Due to the Town's incorporation, the county area fire protection excise tax does not apply to persons engaging in business in the Town, as such persons are not engaging in business in the county area. In addition, since 2005 and continuing to the present, the Town's gross receipts

tax base effectively includes receipts from the sale of food by retail food stores deductible pursuant to NMSA 1978, Section 7-9-92 and medical receipts deductible pursuant to NMSA 1978, Section 7-9-93, as the Town receives the maximum distribution pursuant to NMSA 1978, Section 7-1-6.46(A). Accordingly, the Town agrees to pay to the County on a monthly basis an amount calculated pursuant to the following formula based upon data reported by the New Mexico Taxation and Revenue Department (NMTRD) for businesses located within both the Town and County:

$$\begin{aligned} & \left(\text{matched taxable gross receipts} \right. \\ & \quad + \text{deductions reported pursuant to NMSA 1978, § 7-9-92} \\ & \quad \left. + \text{deductions reported pursuant to NMSA 1978, § 7-9-93} \right) \\ & \times .0025 \end{aligned}$$

Data source: All numbers come from the NMTRD Local Government Distribution Reports.

If NMTRD changes its reports: If NMTRD changes its report format or codes so the data described above is no longer available, the parties will meet within 30 days to agree on a replacement data source that produces the same results. While they work that out, the Town will keep paying based on the best available data, subject to a later correction. If they cannot agree within 60 days, either party may request mediation under Paragraph 8.

g. Payment for Technical Consultation, Transition Support, Capital Contribution, and Surplus Apparatus.

In consideration of the County's provision of technical consultation to evaluate the creation of a Town fire department, technical support for any transition to a Town fire department if the Town Commission so chooses, capital support for continued services under this Agreement, and the donation of surplus fire apparatus as provided in Paragraph 1(i), the Town agrees to pay the County the total sum of \$2,270,000.00. The scope of any technical consultation or support, including any reporting requirements, must be mutually agreed upon by the County Manager or designee and Town Manager or designee. The Town's payment obligations under this Paragraph 1(g) are not contingent upon, and shall not be reduced or excused by reference to, the delivery or content of such reports. The Town of Edgewood agrees to remit \$50,000.00 to the County within 120 days of the effective date of this Agreement. The remaining balance of \$2,220,000.00 shall be paid in 222 equal monthly installments of \$10,000.00 each. No interest shall accrue on the outstanding balance, and the Town may prepay any portion of the remaining balance at any time without penalty. The Town's payment obligations under this Paragraph 1(g) shall survive any termination of this Agreement and shall remain enforceable until paid in full

h. Pledge of Revenue and Security for Payments Pursuant to Paragraph 1(g) and Paragraph 1(f)

1. As security for its payment obligations under Paragraph 1(g) and under Paragraph 1(f), the Town hereby pledges its local option gross receipts tax revenues and municipal distribution of statewide gross receipts tax revenues, and creates a special fund for these purposes (the "GRT Fire Services Fund"). Town Commission shall adopt an ordinance authorizing this

Agreement pursuant to Section 3-31-4 NMSA 1978 as an obligation payable from GRT Fire Services Fund as a special fund, which shall be irrevocable so long as the Town has outstanding amounts due under Paragraph 1(f) or Paragraph 1(g). The Town's payment of amounts owed under this Agreement shall be payable only from the dedicated fund of GRT revenues created by this subparagraph. This Agreement shall not be construed as a pledge of the Town's general fund or property tax revenue. This pledge constitutes a limited revenue obligation payable solely from the GRT Fire Services Fund and shall not constitute a general obligation or indebtedness of the Town. The ordinance shall be in a form approved by the County Attorney.

2. The Town receives monthly gross receipts tax distributions from the NMTRD before NMTRD releases RP-500 and RP-80 reports for the month. To reduce the risk that gross receipts tax revenue will be spent by the Town before payments are made to the County pursuant to Paragraph 1(g) and Paragraph 1(f) of this agreement, the Town shall direct its fiscal agent bank to immediately distribute to the County by ACH transfer from its gross receipts tax distribution an amount calculated as follows: $\$10,000 + (\text{the most recent payment pursuant to Paragraph 1(f) of this Agreement calculated in accordance with subparagraph 3 or such different amount agreed to by the County Manager and Town Manager pursuant to the next sentence.})$ The parties shall review and, if necessary, adjust the estimated ACH transfer amount on a quarterly basis to reflect changes in actual amounts due, so as to minimize the frequency and magnitude of any overpayments or underpayments requiring true-up under subparagraph 3.

3. Within five (5) business days of the release of the RP-500 and RP-80 reports (or their equivalents) for a given month, the Town Finance Director or other person designated by the Town Manager and the County Finance Director or other person designated by the County Manager shall jointly calculate the amount due pursuant to Paragraph 1(f). If the amount distributed pursuant to subparagraph 2 attributable to Paragraph 1(f) is less than the amount jointly calculated pursuant to this subparagraph 3, the Town shall remit the amount of the underpayment to the County within five (5) business days of the joint calculation being finalized. If the amount distributed pursuant to subparagraph 2 attributable to Paragraph 1(f) is more than the amount jointly calculated pursuant to this subparagraph 3, the County shall refund the amount of the overpayment to the Town within five (5) business days of the joint calculation being finalized.

4. In addition to the monthly calculations pursuant to subparagraph 3, the Town Finance Director or other person designated by the Town Manager and the County Finance Director or other person designated by the County Manager shall, on a quarterly basis, reconcile payments made and receipted pursuant to Paragraphs 1(e)–(g).

5. Within five (5) business days of approval of this agreement by DFA, the Town shall execute and deliver to the County a confession of judgment in a form mutually acceptable to both parties, authorizing the County's attorneys to enter an appearance on behalf of the Town, file such judgment with the First Judicial District Court, and seek immediate enforcement in the event the Town fails to timely make any payment required under Paragraph 1(f) or Paragraph 1(g) and such failure is not cured within forty-five (45) days after written notice from the County specifying the nature and amount of the payment default in reasonable detail. The County shall not file or seek enforcement of the confession of judgment until the cure period has expired without cure. The confession of judgment shall be released and returned to the Town upon the Town's satisfaction of all payment obligations under Paragraphs 1(f) and 1(g).

i. Surplus Apparatus Donation.

Through the termination of this Agreement, in accordance with § 13-6-2, NMSA 1978, the County shall donate to the Town all surplus, serviceable fire and EMS apparatus owned by the County, regardless of the fire district or region in which such apparatus is located with a right of first refusal granted to the Town, subject to approval by the New Mexico State Fire Marshal. The County shall promptly notify the Town whenever apparatus becomes surplus and shall cooperate with the Town in obtaining State Fire Marshal approval and any required DFA approval. The Town shall have no ownership interest in any County apparatus or other County property that is not donated pursuant to this Paragraph 1(i), unless the Town has separately purchased such apparatus or property for use by the County to provide fire and EMS services in portions of the Town outside Santa Fe County pursuant to Option 3 in Paragraph 1(j) of this Agreement. As used herein, “surplus, serviceable fire and EMS apparatus” means apparatus that the County proposes to donate to another fire department and which the New Mexico State Fire Marshal has determined to be operable.

j. Services in Portions of the Town Outside Santa Fe County.

The parties acknowledge that portions of the Town of Edgewood lie outside the exterior boundaries of Santa Fe County and are therefore outside the County’s primary service area under this Agreement. Responsibility for fire suppression, rescue, and emergency medical services within those portions of the Town shall be addressed by one of the following means: (1) the Town may develop and operate its own fire department to serve as the primary response agency for those areas; (2) the Town may contract with the county or counties in which those areas are situated to provide such services; or (3) the County may provide fire, rescue, or emergency medical services within any portion of the Town located outside Santa Fe County, in which case the Town shall bear one hundred percent (100%) of all costs incurred by the County in providing such services, including but not limited to capital expenditures, fixed asset costs, and all operational costs, including personnel. Option 3 shall require an amendment to this agreement that establishes the staff, apparatus, and facilities necessary to serve the area, the costs associated with such service, a timeline for the necessary facilities and apparatus to be acquired or constructed, and a timeline for the County to begin including areas of the Town outside the Town within its primary service area. Nothing in this Paragraph limits or modifies the County’s ability to respond to fires in areas of the Town outside the County pursuant to mutual aid agreements with other fire departments.

2. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three (3) business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

a. For the Town:

Town Clerk
Post Office Box 3610
Edgewood, New Mexico 87015

b. For the County:

County Manager
Post Office Box 276
Santa Fe, NM 87504-0276

County Fire Administration
Attn: Fire Chief
35 Camino Justicia
Santa Fe, NM 87508

3. EFFECTIVE DATE; TERM OF THE AGREEMENT

Upon approval by the DFA, this Agreement shall become effective as of July 1, 2026, or such later date as may be set forth in the DFA's approval. This Agreement is contingent upon the Town Commission adopting an ordinance dedicating revenue in the GRT Fire Services Fund to the Town's obligations under Paragraph 1(f) and Paragraph 1(g), as contemplated in Paragraph 1(h)(1). The term of the Agreement shall not expire unless terminated pursuant to Paragraphs 4 and/or 5 below.

4. TERMINATION

This Agreement may be terminated by either party upon delivery of written notice to the other party at least five (5) years prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations required to have been performed prior to termination. Notwithstanding the foregoing, either party may terminate this Agreement for material breach upon written notice to the breaching party identifying the nature of the breach in reasonable detail, provided that the breaching party shall have a reasonable opportunity to cure such breach before termination becomes effective, such cure period to be no less than ninety (90) days from the date of written notice unless the nature of the breach reasonably requires a longer cure period. In addition, the County may terminate this Agreement upon one (1) year's notice if a material change to the New Mexico gross receipts tax structure renders the payment formula set forth in Paragraph 1(f) unworkable or materially less than contemplated as of the effective date of this Agreement. Any such determination shall be set forth in writing and shall reasonably describe the basis for the County's determination. Within fifteen (15) days of receiving the County's notice of termination, the Town may request that the parties reach agreement on a revised formula. If the parties are unable to agree on a revised formula memorialized in an amendment to this Agreement within ninety (90) days of the Town's request, the County may reconfirm its notice of termination with an effective date not less than one (1) year from the date of the reconfirmed notice of termination.

5. APPROPRIATIONS

Except for Paragraphs 1(f) and (g), the terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the governing bodies of the Town and County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by one party to the other, provided that such notice shall be given no less than one hundred eighty (180) days before the end of the fiscal year for which appropriations were not made. Either of the party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

6. ACCOUNTABILITY

During the term of this Agreement and for a period of three (3) years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state, or local authority during regular business hours. The County shall maintain records of expenditures of funds received under Paragraph 1(e) or in connection with the operation of the Southern Region including identification of services provided within the Town or primarily for the benefit of Town residents, to the extent applicable and practicable, and shall make such records available to the Town upon reasonable request. In addition, the County shall provide the Town with quarterly written reports describing the services provided under this Agreement during the preceding quarter, including any significant operational developments, response statistics, capital expenditures, and a summary of expenditures for the Southern Region. The County shall also make periodic presentations to the Town Commission concerning services provided under this Agreement, no less than semi-annually, or at such other intervals as the parties may agree.

7. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability to a third party arising out of this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and as may be amended.

8. MEDIATION; RESOLUTION OF DISPUTES

The parties agree that in the event the terms and conditions of this Agreement are disputed, the parties will attempt to resolve the dispute through mediation before initiating any litigation or enforcement action. Notwithstanding the foregoing, the decision of either party to terminate this Agreement under Paragraph 4, or the decision of either party as to whether sufficient appropriations are available and its effect on the other party under Paragraph 5, shall not be subject to mediation. This Paragraph does not apply to a dispute over the Town's payment obligations under Paragraphs 1(f) and 1(g) of this Agreement, except for a dispute concerning changes by NMTRD to its report format or codes used to calculate the Town's payment obligations under Paragraph 1(f) or (ii) a dispute over the joint calculation of amounts due under Paragraph 1(h)(3), provided that the Town shall timely remit any uncontested portion of the amount in dispute and the County's rights under Paragraph 1(h)(5) are not impaired with respect to any contested portion that is later determined to have been due.

9. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties thereto and approval by the DFA.

10. GOVERNING LAW

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

11. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Town and the County. No person shall claim any right, title or interest under this Agreement, or seek to enforce this Agreement as a third party beneficiary of this Agreement.

12. BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors and permitted assigns.

13. AGREEMENT

This Agreement states the entire agreement of the parties. The provisions of this Agreement shall be severable and may be modified only in writing.

14. DISTRIBUTION OF RESIDUAL PROPERTY

The parties agree that there shall be no surplus money upon termination of this agreement. The Town shall have no interest in any County apparatus or other County property upon termination of this Agreement, except as provided in Paragraph 1(i) concerning the donation of surplus, serviceable fire apparatus during the term of this Agreement, or except for any apparatus or property separately purchased by the Town pursuant to Paragraph 1(j) to serve areas of the Town located outside Santa Fe County.

15. CONFORMITY WITH JOINT POWERS AGREEMENTS ACT

The parties intend that this Agreement conform in all respects with the Joint Powers Agreements Act, NMSA 1978, Sections 11-1-1 et seq., and that this Agreement shall be construed and enforced in conformity with the Joint Powers Agreements Act. In the case of any inconsistency between this Agreement and the Joint Powers Agreements Act, the provisions of the Joint Powers Agreements Act shall control, and this Agreement shall be deemed amended so that such controlling provisions of the Joint Powers Agreements Act are incorporated into and made part of this Agreement and any inconsistent provisions in this Agreement are deleted as and to the extent of the inconsistency.

16. CAPTIONS

The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the provisions there under, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement.

17. EXECUTION OF DOCUMENTS

The parties agree to execute all documents contemplated expressly or implied by this Agreement.

18. NO WAIVER

No waiver of a breach of any of the terms contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other term.

19. NUMBER AND GENDER

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

20. 2005 JPA TERMINATED

For the avoidance of doubt, the parties acknowledge and agree that the 2005 JPA is terminated, effective June 30, 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

**SANTA FE COUNTY BOARD OF
COUNTY COMMISSIONERS**

TOWN OF EDGEWOOD:

Justin S. Greene, Chair

Michael Rariden, Mayor

ATTEST:

ATTEST:

Katharine E. Clark, County Clerk

Misty Witt, Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Walker Boyd, County Attorney

Jun Roh, Town Attorney

FINANCE DIRECTOR:

Yvonne Herrera
Santa Fe County Finance Director

THIS AGREEMENT HAS BEEN APPROVED BY:

STATE OF NEW MEXICO

DEPARTMENT OF FINANCE AND ADMINISTRATION

Wayne Propst

Cabinet Secretary of DFA

Date: _____

DRAFT