

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SANTA FE,
NEW MEXICO, UNITED STATES OF AMERICA
AND
THE CONSULATE OF MEXICO IN ALBUQUERQUE**

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into between the City of Santa Fe (City) and the Consulado de México en Albuquerque (Consulado), hereinafter referred to as "the Parties";

WHEREAS, the modern state of Mexico celebrates Día de la Independencia (Independence Day) on September 15;

WHEREAS, the day known as "El Grito", translated as "the cry" commemorates the start of the revolution which led to independence from the Spanish domination of the country in 1821;

WHEREAS, El Grito de Dolores was the battle cry of the Mexican War of Independence, uttered by a Roman Catholic priest from the small town of Dolores, Mexico;

WHEREAS, 2018 marks the 208th anniversary of Mexican Independence Day;

WHEREAS, the state of New Mexico and the country of Mexico share many historic and cultural ties that continue to influence each other in many positive and mutually advantageous ways;

WHEREAS, the City supported the celebration of "El Grito" in 2016 and 2017, events that were attended by over 2000 people;

WHEREAS, the City's Police and Fire Departments reported no incidents during the 2016 and 2017 events, ensuring it was a fun and safe event for all that attended;

WHEREAS, the Consulado has requested that the City permit and support a celebration of this important holiday in the heart of the city, on the Santa Fe Plaza from 4:00pm until 8:00pm on Saturday, September 15, 2018;

WHEREAS, the City would like to continue its collaboration with the Consulate for at least the term of Mayor Alan Webber's administration; and



WHEREAS, the anti-donation clause of the New Mexico Constitution does not restrict waivers of fees for government entities and Section 5 of Resolution 2013-103 regarding fee waivers by the City does not apply to memorandums of agreement between the City and another governmental entity.

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

1. USE OF THE SANTA FE PLAZA

A. The City shall issue the Consulado a permit from the City for the purpose of Celebrating El Grito in the Santa Fe Plaza (the Event) on September 15, 2018 and during mutually agreed upon dates and times in the subsequent Septembers of 2019, 2020, and 2021, unless this MOA is terminated beforehand.

B. The Event shall be open to the public for celebration and community building.

2. FEES

The City shall waive all fees associated with the Event, including Police and Fire fees, as well as the personnel and operating expenses associated with event coordination and event clean-up.

3. TERM

The term of this MOA shall commence upon signature by all Parties, and shall end after the Event occurs in 2021, which will be the fourth September of the term of Mayor Alan Webber.

4. TERMINATION

This MOA may be terminated by either Party if circumstances beyond their control make performance impossible or contrary to the interests of public health and safety. Notice shall be provided to the other Party as soon as possible if termination becomes necessary.

5. LIABILITY

Neither Party shall be liable for any claims, actions, demands, suits or judgments arising from the other Party's performance under this MOA or the performance of the other Party's agents, officers, or employees. Both Parties shall be liable only for claims, actions, demands, suits or judgments arising from its own performance under this MOA or the performances of its own agents, officers, or employees.



6. STATUS OF THE CITY AND THE CONSULATE

The City and Consulado are separate legal entities. The City's agents and employees are not employees or agents of the Consulado. The Consulado's agents and employees are not employees or agents of the City. No powers of the Consulado or the City express or implied shall be granted to the other Party *excepting those specifically set forth herein.*

7. NEW MEXICO TORT CLAIMS ACT

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOA. Any City liability incurred in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense or limitation of liability pursuant to law. No provision of this MOA modifies or waives any provisions of the New Mexico Tort Claims Act.

8. CONFLICT WITH THE VIENNA CONVENTION ON CONSULAR RELATIONS (CONVENTION)

Nothing in this MOA shall constitute or be interpreted as an implicit or explicit waiver or a surrender of the rights, privileges and/or immunities afforded to the Consulate under the Convention. To the extent that the provisions of this MOA conflict with the provisions of the Convention, the terms of the Convention shall govern and override the conflicting provisions.

9. NO THIRD PARTY BENEFICIARIES

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

10. AMENDMENT

This MOA shall not be altered, changed, or amended except by an instrument in writing executed by the Parties.

A handwritten mark, possibly a signature or initials, located in the bottom right corner of the page.

11. ASSIGNMENT

Neither the City nor the Consulado shall assign or transfer any interest in this MOA or assign any claims for money due or to become due under this MOA without the prior written approval of the other Party.

12. NOTICES

Any notice required to be given under this MOA shall be in writing and served by personal delivery or by mail, postage prepaid, to the Parties at the following addresses:

To the City: City of Santa Fe
 Attn: Alan Webber, Mayor
 200 Lincoln Avenue
 Santa Fe, New Mexico 87504-0909
 (505) 955-6590

To the Consulate: [Consulado de México en Albuquerque
 Attn: Consul Norma Ang-Sanchez
 1610 4th St. NW, Albuquerque, NM 87102
 Tel: (505) 247-2147 Ext. 202 or 205
 Fax: (505) 8429490
 consulmex@consulmexalb.net]

13. DISPUTES RESOLUTION

Any dispute that may arise from the interpretation or application of this MOA shall be resolved by mutual agreement between the Parties.

14. APPLICABLE LAW

This MOA shall be governed by the Ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the Parties have set their hands.

A handwritten signature in black ink, consisting of a stylized 'A' followed by a long, sweeping horizontal line that curves upwards at the end.

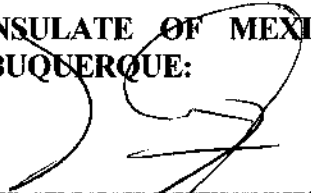
**CITY OF SANTA FE, NEW MEXICO:
UNITED STATES OF AMERICA**



Alan Webber, Mayor

DATE: 9/14/2018

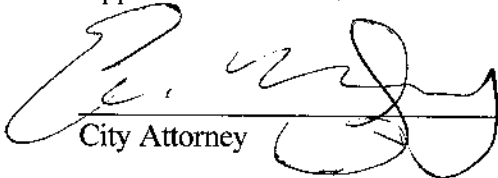
**CONSULATE OF MEXICO IN
ALBUQUERQUE:**



Norma Ang Sanchez, Consul of Mexico

DATE: 9/7/2018

Approved as to form:



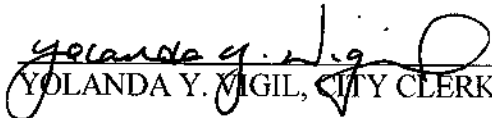
City Attorney

Approved:



Finance Director

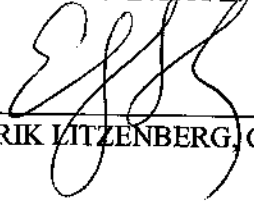
ATTEST:



YOLANDA Y. MIGIL, CITY CLERK dw

SFC Agreement No. 2018-_____

CITY OF SANTA FE



ERIK LITZENBERG, CITY MANAGER