

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SANTA FE,
CITY OF SANTA FE
AND
NEW MEXICO DEPARTMENT OF HEALTH
STATE OF NEW MEXICO**

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into between the City of Santa Fe (City) and the **New Mexico Department of Health (NMDOH)**, hereinafter referred to as “the Parties”;

WHEREAS, the state of New Mexico and the State of New Mexico share in the opportunities for healthy eating and physical activity where children live, learn, and play, in 14 high needed counties and 3 tribal communities across New Mexico;

WHEREAS, the City supports the NMDOH in providing healthy eating and physical activity in our State;

WHEREAS, the NMDOH has requested that the City permit and support a training for their contracted community organizers in Healthy Kids Healthy Community counties and tribal communities; and

WHEREAS, the anti-donation clause of the New Mexico Constitution does not restrict fee 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 GENOVEVA CHAVEZ COMMUNITY ROOM

A. The City shall issue the NMDOH a permit from the City for the purpose of training for 25 – 30 contracted community organizers in Health Kids Healthy Community counties and tribal communities to share best practices, problem solve challenges, and plan next steps to advance their work.

Tuesday, October 23, 2018 – 12:00pm – 5:00 pm

Wednesday, October 24, 2018 – 8:30am – 5:00pm

Thursday, October 25, 2018 – 8:30am – 12:00pm

2. FEES

The City shall waive all fees associated with the Event, including personnel and operating expenses associated with event coordination and event clean-up. The amount being waived is \$1,275.00 (\$75.00 an hour at a non-profit rate).

3. TERM

The term of this MOA shall commence upon signature by all Parties, and shall end after the Event on Thursday, October 25, 2018 at 1:00 p.m.

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 NMDOH

The City and NMDOH are separate legal entities. The City's agents and employees are not employees or agents of the NMDOH. The NMDOH agents and employees are not employees or agents of the City. No powers of the NMDOH 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.

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 NMDOH. 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.

11. ASSIGNMENT

Neither the City nor the NMDOH 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 NMDOH: New Mexico Department of Health
 Obesity, Nutrition, and Physical Activity Program (ONAPA)
 Attn: Rita Condon, Manager
 810 W. San Mateo, Ste. 200E
 Santa Fe, NM 87505
 Tel: (505) 476-7616
 Fax: (505) 476-7622
 rita.condon@state.nm.us

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.

CITY OF SANTA FE, NEW MEXICO:



Erik Litzenberg, City Manager


DATE: 9/26/18

Attest:



Yolanda Y. Vigil, City Clerk

Approved as to form:



Erin K. McSherry, City Attorney

Approved:



Mary McCoy, Finance Director

**NEW MEXICO DEPARTMENT
OF HEALTH**



Rita Condon, Manager, ONAPA

DATE: September 20, 2018

DATE: 9/20/18

DATE: 9/25/18

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CITY OF SANTA FE, NEW MEXICO:

**NEW MEXICO DEPARTMENT
OF HEALTH**

Erik Litzenberg, City Manager

Rita Condon

Rita Condon, Manager, ONAPA

DATE: _____

DATE: September 20, 2018

Attest:

Yolanda Y. Vigil, City Clerk

Approved as to form:

DATE: _____

Erin K. McSherry, City Attorney

Approved:

DATE: _____

Mary McCoy, Finance Director