

**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 in 1810 which led to independence from the Spanish domination of the country in 1821;

**WHEREAS**, El Grto 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**, 2022 marks the 212<sup>th</sup> 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" since 2016, in 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 3:00pm until 7:00pm on Friday, September 16, 2022;

**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 16, 2022.

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 2022, which will be the fourth September of the term of Mayor Alan Webber.

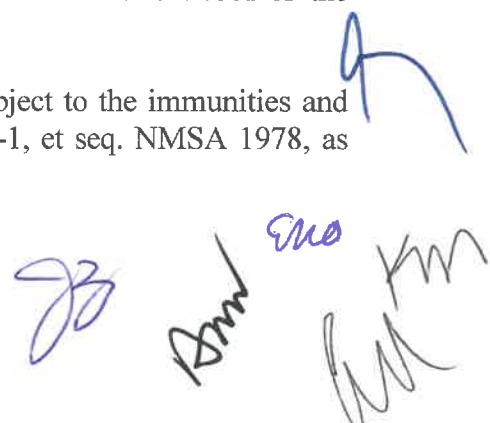
**4. TERMINATION**

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 acts or omissions 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.

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

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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.

**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. 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.

**8. NO THIRD PARTY BENEFICIARIES**

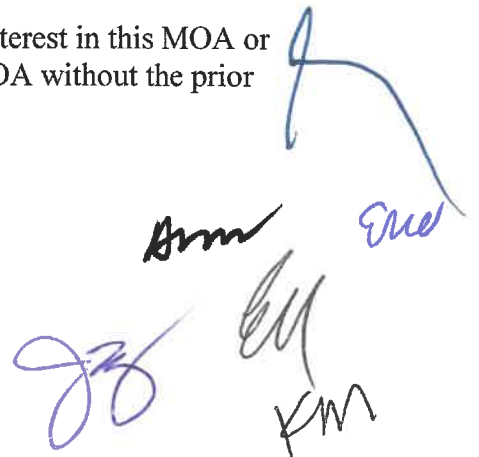
By entering into this MOA, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Consulado. No person shall claim any right, title or interest under this MOA or seek to enforce this MOA as a third party beneficiary of this MOA.

**9. AMENDMENT**

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

**10. 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.



**11. 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  
amwebber@santafenm.gov

To the Consulate: Consulado de México en Albuquerque  
Attn: Consul Norma Ang-Sanchez  
1610 4th St. NW, Albuquerque, NM 87102  
Tel: (505) 765-7608 or 247-2147 Ext. 202 or 205  
Fax: (505) 8429490  
asistentealb@sre.gob.mx

**12. DISPUTE RESOLUTION**

This MOA is executed in English and Spanish translations. Both versions are intended by the City and Consulado to be identical in meaning. Any dispute that may arise from the interpretation or application of this MOA, or between versions of the MOA, shall be resolved by mutual agreement between the Parties.

**13. 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.



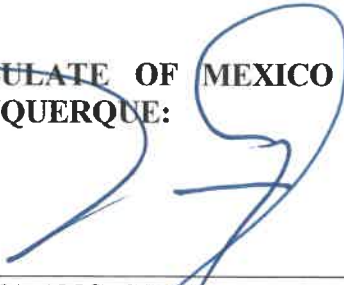
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IN WITNESS WHEREOF, the Parties have set their hands.

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

**CONSULATE OF MEXICO IN  
ALBUQUERQUE:**

  
\_\_\_\_\_  
Alan Webber, Mayor

  
\_\_\_\_\_  
NORMA ANG SANCHEZ,  
CONSUL OF MEXICO

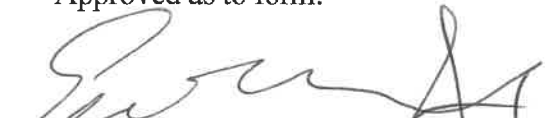
DATE: 9/16/2022

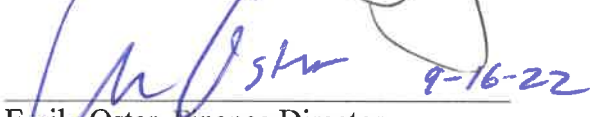
DATE: 9-15-2022

  
\_\_\_\_\_  
John W. Blair, City Manager


DATE: 09/14/2022

Approved as to form:

  
\_\_\_\_\_  
Erin K. McSherry, City Attorney

  
\_\_\_\_\_  
Emily Oster, Finance Director

ATTEST:

  
\_\_\_\_\_  
Kristine M. Bustos-Mihelcic, City Clerk  
AB MB 09/14/22 