

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE OF MEXICO IN
ALBUQUERQUE, NEW MEXICO, AND THE CITY OF SANTA FE, NEW MEXICO,
REGARDING CULTURAL, ARTISTIC, AND CIVIC COOPERATION**

This Memorandum of Understanding (hereinafter, the “**MoU**”) is entered into by and between the **Consulate of Mexico in Albuquerque, New Mexico** (hereinafter, the “**Consulate**”), and the **City of Santa Fe, New Mexico** (hereinafter, the “**City**”), collectively referred to as the “**Parties**”;

WHEREAS, the deep historical, cultural, and linguistic bond between the United Mexican States and the State of New Mexico, which has contributed to a shared cultural identity and to the strengthening of bilateral cooperation;

RECOGNIZING the desire to strengthen the existing cooperation between the Consulate and the City in order to foster and collaborate on cultural, artistic, and civic projects that promote the participation of the Mexican community and mutual understanding, for the benefit of both governments and their peoples;

HIGHLIGHTING that, since 2016, the City of Santa Fe has actively collaborated in civic and cultural celebrations organized by the Consulate, demonstrating its commitment to diversity, the arts, and shared cultural heritage;

TAKING INTO CONSIDERATION that the Parties wish to establish a formal framework for cooperation that facilitates the planning, promotion, and development of joint activities in the fields of culture, arts, and civics, in accordance with the Vienna Convention on Consular Relations of 1963 and the applicable laws of both countries;

The Parties have reached the following understanding:

Article I
Objective

The objective of this MoU is to establish a framework for cooperation between the Parties in order to promote, develop, and strengthen joint cultural, artistic, and civic projects and activities, for the benefit of the Mexican community and the residents of the City.

Article II
Areas of Cooperation

To achieve the purpose of this MoU, the Parties agree to collaborate, within the scope of their respective authorities, on the following actions:

- a) To promote cultural and artistic exchange through the joint organization of exhibitions, festivals, performances, workshops, and other creative expressions that enhance mutual understanding and cultural diversity;
- b) To promote civic education and community participation through activities that reinforce the values of inclusion, respect, identity, and belonging;
- c) To recognize and disseminate the historical and cultural contributions of the Mexican and Mexican-American community to the development of the City of Santa Fe and the State of New Mexico;
- d) To facilitate institutional dialogue between the Consulate and the City, as well as with other public, private, and academic entities, for the planning and implementation of joint activities; and
- e) To promote respect for and appreciation of shared cultural heritage, within the framework of the applicable laws and regulations of the United States of America and the United Mexican States.

Article III

Responsibilities of the Parties

1. The Consulate intends to:

- a) Organize cultural, artistic, and civic events such as exhibitions, conferences, forums, and community fairs, including the celebration of Mexico's Independence Day, also known as "El Grito";
- b) Provide the City with the information necessary for the planning and implementation of events within agreed timeframes;
- c) Encourage the participation of the Mexican community in cultural, artistic, and civic events organized by the City;
- d) Promote, through its institutional communication channels, the cultural, artistic, and tourism-related activities of the City of Santa Fe, as well as disseminate events carried out in collaboration with the City, with the purpose of strengthening its international visibility and fostering bilateral understanding between Mexico and New Mexico.

2. The City intends to:

- a) Make available, at no cost to the Consulate, public spaces, municipal facilities, and services reasonably necessary for the implementation of activities carried out under this MoU.

Pursuant to Article IX, Section 14, of the Constitution of the State of New Mexico (the *Anti-Donation Clause*), it is acknowledged that such provision does not restrict the waiver of fees between governmental entities. Furthermore,

pursuant to Section 5 of City of Santa Fe Resolution 2013-103, said provision does not apply to Memoranda of Understanding entered into between the City and another governmental entity; therefore, such waivers may be granted in full compliance with applicable local law.

- b) Waive fees associated with events organized under this MoU, including, but not limited to, Police and Fire Department fees, vendor permit fees, and personnel and operational costs related to coordination, supervision, security, and cleanup of events conducted pursuant to this instrument;
- c) Designate a point of contact to coordinate the implementation of this instrument and provide reasonable assistance to the Consulate in the organization of events;
- d) Facilitate and process, in accordance with applicable law, the permits necessary for events agreed upon by the Parties and held at City public facilities;
- e) Invite the Consulate, when appropriate, to participate in events organized by the City that promote cultural diversity and bilateral understanding.

Article IV

Relationship Between the Parties

Nothing contained in this MoU, or related thereto, shall be construed as creating a legal partnership, joint venture, agency, exclusive arrangement, or any similar relationship between the Parties. Employees, agents, or officials of either Party shall not be considered employees, agents, or officials of the other Party. Accordingly, employees, agents, or officials of the City shall not be entitled to any privileges, immunities, compensation, or reimbursement, nor shall they be authorized to assume commitments on behalf of the Consulate or any other agency of the Government of Mexico.

The Parties shall not be responsible for activities assigned to the other Party. Neither Party may obligate the other to undertake any activity without the prior consent of that Party.

Article V

Authorized Representatives of the Parties

For the purposes of this MoU, the authorized representatives of the Parties, to whom notices, requests, and formal communications shall be directed, are as follows:

- **For the Consulate:**
Title: Deputy Consul or Head of Cultural Affairs
Address: 1610 4th St NW, Albuquerque, New Mexico 87102

Telephone:

Email:

- **For the City:**

Title: TBD

Address: 200 Lincoln Avenue, Santa Fe, New Mexico 87504

Telephone: (505) 955-6590

Email:

The authorized representatives of the Parties may meet by mutual agreement as deemed necessary.

Article VI

Notices

All notices, requests, and formal communications between the Parties pursuant to this MoU shall be deemed duly delivered when made in writing or by email with acknowledgment of receipt and addressed to the authorized representatives.

Article VII

Dispute Resolution

Any dispute arising from the interpretation or application of this MoU shall be resolved by the Parties through mutual agreement and in writing through negotiations in good-faith.

Article VIII

Privileges and Immunities

Nothing in this MoU shall be construed as an express or implied waiver of the rights, privileges, and immunities afforded to the Consulate, its property, archives, or consular officers under the Vienna Convention on Consular Relations, applicable bilateral treaties between the United Mexican States and the United States of America, or domestic laws. To the extent that any provision of this MoU conflicts with the Vienna Convention, the provisions of the Convention shall prevail.

Article IX

Final Provisions

This MoU shall enter into force on the date of its signature, shall remain in effect for a period of four years, and may be amended by the express written consent of the Parties, specifying the effective date of such amendment.



Either Party may terminate this MoU by providing written notice to the other Party. In the event of termination, any ongoing cooperative activities shall continue until completion, unless the Parties agree otherwise in writing.

This MoU shall be interpreted in accordance with the principles of cooperation, good faith, and mutual understanding. No person or entity other than the Parties shall have any right, title, or interest under this MoU, nor shall any third party be entitled to enforce its provisions.

Executed in Santa Fe, New Mexico, on the ____ day of _____, 2026, in two original counterparts, each in the Spanish and English languages, both texts being equally authentic.

**FOR THE CONSULATE OF MEXICO IN
ALBUQUERQUE, NEW MEXICO**

**FOR THE CITY OF SANTA FE, NEW
MEXICO**

**Gabriela Patricia Pinzón Sánchez
Consul of Mexico**

**Michael J. Garcia
Mayor of Santa Fe**

Honorary Witnesses

TBD

TBD



ATTEST:

Geralyn Cardenas, City Clerk

Approved to Form and Legal Sufficiency:

Marcos D. Martínez

Marcos D. Martínez (Jul 28, 2026 10:13:55 MDT)

Marcos D. Martínez, City Attorney