

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE COUNTY OF ORANGE, STATE OF CALIFORNIA, UNITED STATES OF**  
**AMERICA**  
**AND**  
**CONSULATE OF MEXICO IN SANTA ANA, CALIFORNIA**  
**FOR THE PROVISION OF**  
**PERMANENCY AND PLANNING SERVICES OF CHILDREN WHO ARE MEXICAN**  
**MINORS INVOLVED IN DEPENDENCY PROCEEDINGS**

This Memorandum of Understanding (MOU) between the County of Orange, State of California, United States of America through its Social Services Agency (SSA) and the Consulate of Mexico in Santa Ana, California contains program content and purpose along with specific guidelines for implementation and administration in sharing information, delivering services and resolving problems at the local level concerning child protection issues of Mexican minors residing in Orange County, California. Such services are to be provided to children who are Mexican nationals involved in dependency proceedings and/or held in protective custody.

SSA and the Consulate of Mexico in Santa Ana, California may be referred to individually as “Party” and collectively as “the Parties.” The County of Orange may be referred to as “COUNTY”. The relationship between COUNTY, through SSA, and the Consulate of Mexico in Santa Ana, California, with regard to this MOU, is based upon the following: Considering the need to continue to foster and strengthen the effective relationship and communication between the Consulate of Mexico and SSA, in accordance with the spirit of the Bilateral Consular Convention between the United Mexican States and the United States of America of 12 August 1942 (57 Stat. 800, 808-809.) (1942 Bilateral Consular Convention), and the Multilateral Vienna Convention on Consular Relations of 24 April 1963, and the Memorandum of Understanding for Consular Protection of United States and Mexican Nationals of 7 May 1996 (Dept. of State File No. P96 0065-0984/0987) (1996 Consular Protection MOU).

WHEREAS, SSA and the Consulate of Mexico in Santa Ana, California mutually consider their commitment to the safety and well-being of Mexican minors in the custody of SSA;

WHEREAS, the Consulate of Mexico in Santa Ana, California considers its obligation to protect the rights of the Mexican nationals and their children within its Consular Circumscription;

WHEREAS, SSA and the Consulate of Mexico in Santa Ana, California mutually consider their interest in preventing situations that may jeopardize the safety, dignity and human rights of Mexican minors involved in legal proceedings;

WHEREAS, SSA and the Consulate of Mexico in Santa Ana, California mutually consider their interest in establishing protocols and procedures to provide and share information, deliver services and resolve problems at the local level concerning child protection issues.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. This MOU is authorized and provided for pursuant to the 1963 Multilateral Vienna Convention, the 1942 Bilateral Convention, the 1996 Consular Protection MOU, and other applicable treaties and agreements governing the interaction between the United States of America and Mexican Consulates when a Mexican minor is involved in dependency legal proceedings.
2. This MOU contains the procedural guidelines authorized by both COUNTY, through its SSA Director and the Consul of Mexico to the United States of America in Santa Ana, California, for their respective employees to follow in providing services.

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**I. TERM**

This MOU shall commence on December 15, 2008, and remain continuously in effect unless terminated in accordance with Paragraph XII of this MOU.

**II. PURPOSE**

The purpose of this MOU is to establish the procedures for the Mexican Consulate and SSA for implementation and administration in sharing information, delivering services and resolving problems at the local level concerning child protection issues of Mexican minors residing in Orange County, California who meet the criteria set forth in Paragraph IV, below.

**III. DEFINITIONS**

- A. Release to a Caregiver in a Foreign Country: A Mexican minor sent to reside with an approved caregiver in any foreign country.
- B. Repatriation: A child who is a legal resident of another country residing in the United States who returns to reside in his or her home country.

**IV. POPULATION TO BE SERVED**

Minors who are Mexican nationals involved in dependency proceedings and/or held in protective custody by SSA.

**V. GOAL**

The goal of the Mexican Consulate and SSA through this MOU is to abide by what has been established, as set forth in the SSA Children and Family Services Operations Manual, Policy and Procedure numbers K-0702 Placement in Foreign Country/Release/Repatriation, and D-0412 Out-of-Country Travel and Passports for Children, in handling cases pertaining to Mexican minors under the custody of SSA.

**VI. CONSULATE OF MEXICO RESPONSIBILITIES**

- A. To comply with the provisions set forth by the 1963 Multilateral Vienna Convention, the 1942 Bilateral Convention, the 1996 Consular Protection MOU, and any other applicable treaties and agreements governing the interaction between the United States of America and Mexican Consulates when a child who is a Mexican national is involved in dependency legal proceedings.
- B. To promote bi-cultural sensitivity and understanding on issues relating to child protection and to encourage cooperation on the highest level to achieve the best success and interests of Mexican minors. To agree to an annual meeting between the Consul of Mexico or designee, and the SSA Children and Family Services Division Director, or designee, to assess the progress of this MOU.

- C. To abide by what has been established, as set forth in the SSA Children and Family Services Division Operations Manual, Policy and Procedure numbers K-0702 Placement in Foreign Country/Release/Repatriation and D-0412 Out-of-Country Travel and Passports for Children, which are attached hereto and incorporated by reference, in handling cases pertaining to Mexican minors under the custody of SSA.
- D. To develop procedures for the processing of requests for services between SSA and the Consulate of Mexico in Santa Ana, California, and the provision of such services, conforming with the established SSA Children and Family Services Division Operations Manual, Policy and Procedure numbers K-0702 and D-0412, attached hereto and incorporated herein by reference as Attachments 1 and 2, respectively.
- E. To work with the SSA Children and Family Services Division in introducing changes or improvements to any of the provisions in this MOU and/or in the attached SSA Children and Family Services Division Operations Manual, Policy and Procedure numbers K-0702 and D-0412.

## **VII. SSA RESPONSIBILITIES**

- A. To comply with the provisions set forth by the 1963 Multilateral Vienna Convention, the 1942 Bilateral Convention, the 1996 Consular Protection MOU, and any other applicable treaties and agreements governing the interaction between the United States of America and Mexican Consulates when a child who is a Mexican national is involved in dependency legal proceedings.
- B. To communicate with the Consulate of Mexico in Santa Ana, California, without delay, about any dependency legal proceeding involving a Mexican national, in accordance with Article 37 (b) of the Vienna Convention.
- C. To facilitate communication between consular representatives and Mexican minors held in protective custody of SSA in accordance with Article VI, paragraph 2, section (c) of the 1942 Bilateral Consular Convention and in accordance with Article 36.1, subsections (a) and (c) of the 1963 Multilateral Vienna Convention.
- D. To allow and to facilitate, in accordance with the relevant provisions of the laws of the United States of America, the State of California, and the United Mexican States, access for consular officers in order to permit such officers to be present at all times at dependency judicial proceedings relating to Mexican minors.
- E. To promote bi-cultural sensitivity and understanding on issues relating to child protection and to encourage cooperation on the highest level to achieve the best success and interests of Mexican minors. To agree to an annual meeting between the Consul of Mexico or designee, and the SSA Children and Family Services Division Director, or designee, to assess the progress of this MOU.

- F. To consolidate the vision and mission of SSA in providing permanency and safety for Mexican minors, taking into consideration the aspiration of the Mexican government to reunite Mexican minors with their families in the United States of America or in Mexico, whichever placement is determined to be in the best interest of the minor.
- G. To abide by what has been established, as set forth in the SSA Children and Family Services Division Operations Manual, Policy and Procedure numbers K-0702 Placement in Foreign Country/Release/Repatriation and D-0412 Out-of-Country Travel and Passports for Children, attached hereto, in handling cases pertaining to Mexican minors under the custody of SSA.
- H. To develop procedures for the processing of requests for services between SSA and the Consulate of Mexico in Santa Ana, California, and the provision of such services, conforming with the established SSA Children and Family Services Division Operations Manual, Policy and Procedure numbers K-0702 and D-0412, attached hereto.
- I. To work with the Consulate of Mexico in Santa Ana, California in introducing changes or improvements to any of the provisions in this MOU and/or in the attached SSA Children and Family Services Division Operations Manual, Policy and Procedure numbers K-0702 and D-0412.

#### **VIII. CONFIDENTIALITY**

- A. SSA and the Consulate of Mexico in Santa Ana, California agree to maintain the confidentiality of all records and information about persons pursuant to all applicable federal and/or State laws or regulations including, without limitation, United States Privacy Act of 1974, the State of California Welfare and Institutions Code Sections 827 and 10850-10853, the California Department of Social Services Manual of Policies and Procedures, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.
- B. In addition to the general confidentiality provisions of this section, employees, agents, staff and volunteers of the Consulate of Mexico in Santa Ana, California and SSA associated with this MOU specifically agree to comply with the Orange County Juvenile Court Policy: Confidentiality and Release of Information, dated January 28, 1997, or as it may hereafter be amended, attached hereto as Attachment 3, and incorporated herein by reference, which governs the confidentiality of juvenile record information.
- C. The Parties shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to confidentiality.

**IX. RETENTION OF RECORDS**

The Consulate of Mexico in Santa Ana, California and SSA agree to retain all documents pertinent to this MOU for five (5) years from the termination of this MOU, or until all pending Federal, State, and County audits are completed, whichever is later.

**X. NOTICE AND CORRESPONDENCE**

A. All correspondence concerning this MOU will be in writing and sent to:

SSA: County of Orange Social Services Agency  
Children and Family Services Division  
Attn: Family Assessment and Shelter Services Deputy Director  
800 N. Eckhoff Street  
Orange, CA 92868-1008

County of Orange Social Services Agency  
Contract Services  
888 North Main Street  
Santa Ana, CA 92701

Consulate: Consulate of Mexico  
Attn: Consul General  
828 N. Broadway Street  
Santa Ana, CA 92701-3424

B. All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this MOU addressed in any other fashion shall be deemed not given. SSA and the Consulate of Mexico may mutually agree in writing to change the addresses to which notices are sent.

**XI. RESOLUTION OF CONFLICTS**

For resolution of conflicts between SSA and the Consulate of Mexico in Santa Ana, California in regards to the provisions of this MOU, the following shall apply:

- Step 1: Conference between the SSA Children and Family Services Division Liaison to the Consulate of Mexico and representatives of the Consulate of Mexico in Santa Ana, California.
- Step 2: Conference between the SSA Children and Family Services Division Family Assessment and Shelter Services, Deputy Director, or designee, and representatives of the Consulate of Mexico in Santa Ana, California.
- Step 3: Conference between the SSA Director of Children and Family Services Division, or designee and the Consul of Mexico in Santa Ana, California.

## **XII. TERMINATION**

- A. Either Party may terminate this MOU immediately with cause or after ninety (90) days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU or any misrepresentation on the part of either party. Exercise by either party of the right to terminate this MOU shall relieve both parties of all further obligations under this MOU with the exception of obligations with respect to confidentiality.
- B. Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.
- C. The Parties shall finance the activities referred to in this MOU with the assigned resources in their respective budgets according to the availability and terms of their legislation. The obligations of SSA under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA may immediately terminate or modify this MOU, without penalty. The decision of SSA shall be binding on the Consulate of Mexico in Santa Ana, California. SSA shall provide the Consulate of Mexico in Santa Ana, California with written notification of such determination. The Consulate of Mexico in Santa Ana, California shall immediately comply with SSA's decision.

## **XIII. GENERAL PROVISIONS**

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SSA and any Mexican national receiving services as described herein.
- B. This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.
- C. This MOU has been negotiated in the state of California and will be executed in accordance with the laws of the state of California, and the provisions of the Consular Convention between the United Mexican States and the United States of America of 12 August 1942, the Vienna Convention on Consular Relations of 24 April 1963, and the Memorandum of Understanding for Consular Protection of United States and Mexican Nationals of 7 May 1996.



**XIV. NO EXECUTORY DUTIES OR OBLIGATIONS**

This MOU is intended only as a framework within which the Parties intend to pursue a common objective, and does not create any mutual obligations, with the exception of the obligations set forth in Paragraph VIII of this MOU regarding Confidentiality, and those established in the treaties which are legally binding for the United Mexican States and the United States of America. The Parties agree that there shall be no legal sanctions available for its enforcement.

WHEREFORE, the parties hereto have executed the Memorandum of Understanding in the County of Orange, State of California, United States of America.

By: \_\_\_\_\_  
Ingrid Harita, Director  
County of Orange  
Social Services Agency

By: \_\_\_\_\_  
Carlos Rodriguez y Quezada  
Consul of Mexico  
Consulate of Mexico in Santa Ana,  
California

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved As To Form  
County Counsel  
County of Orange, California

By: \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_