

**MEMORANDUM OF AGREEMENT BETWEEN THE CONSULATE GENERAL OF
MEXICO IN SAN JOSE, CALIFORNIA AND THE COUNTY OF MONTEREY ON
BEHALF OF MONTEREY COUNTY HEALTH DEPARTMENT, UNITED STATES OF
AMERICA, ON COOPERATION TO SUPPORT MEXICAN NATIONALS OF
INDIGENOUS ORIGIN**

THIS MEMORANDUM OF AGREEMENT (“**Agreement**”) by and between the Consulate of Mexico in San Jose, California (“**Consulate**”), and the County of Monterey, California, which includes among its component parts the County of Monterey Health Department (“**CMHD**”), is made and entered into as of August 11, 2023. Consulate and CMHD are sometimes individually referred to as “**Party**” and collectively as “**Parties**”.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the common understandings and cooperative relationships between the Parties that relate to the administration and coordination of the County’s Farmworker Resource Center Program (“**FRCP**”). The County’s FRCP is a CMHD program whose goals include building trust and relationships with farmworkers, providing access to essential resources, services, and advocacy that promotes economic, educational, and social equity, advising farmworkers of existing labor laws protecting them, and assisting farmworkers in navigating public agencies and seeking resolutions to workplace issues. Services are provided in English, Spanish, Mixteco, Triqui, Zapoteco, and other Indigenous languages.

This Agreement is set in the framework of the Consulate’s own strategy to implement and operate a Window for Comprehensive Attention to Origin and Indigenous Peoples of Mexico Abroad, known as VAIPOIME for its acronym in Spanish, at the Consulate offices in San Jose, California in order to multiply the information and advice provided to the thousands of community members in the Monterey County, California.

The Parties wish to explore an opportunity to collaborate in support of the Mexican nationals of indigenous origin by joining efforts to facilitate the performance of the activities referred to in paragraph 4 at any location mutually agreed by the Parties.

This Memorandum of Understanding is merely a memorialization detailing how the Parties intend to work together but is not a legally enforceable contract. Neither Party may file a lawsuit against the other Party to seek damages or specific performance for failure to perform the activities mentioned in this Agreement.

2. Term. The term of this Agreement shall be from August 11, 2023, to August 10, 2024. This Agreement may be terminated in accordance with the Termination section.

3. Termination. Either Party may by written notice to the other, terminate this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
4. Activities to be performed by County's FRCP. Pursuant to this Agreement, FRCP shall:
 - a. Serve as liaison between Consulate and clients as needed to provide interpretation of information in Indigenous languages for the services relating to workplace concerns available through the Consulate,
 - b. Provide community educational materials in regard to various programs and laws that serve as resources for the agricultural community to clients,
 - c. Facilitate outreach and educational presentations to large groups,
 - d. Provide clients guidance regarding resources available through state, county and local public agencies,
 - e. Assist farmworkers and employers in reaching collaborative solutions, and
 - f. Accompany Consulate staff in its mobile unit for outreach activities within Monterey County, as mutually agreed upon.
5. Activities to be performed by the Consulate. Pursuant to this Agreement, the Consulate shall:
 - a. Spread information within the Mexican community on the activities to be provided by FRCP in support of the Mexican nationals of indigenous origin,
 - b. Distribute the materials provided by FRCP for the purposes of this Agreement,
 - c. Make the arrangements necessary for the performance of the activities of FRCP at the Consulate facilities or at any other proper location, at the days and hours mutually agreed by the Parties,
 - d. Provide FRCP, in a timely manner, with information on the mobile consulates where attendance of Mexican nationals of indigenous origin is expected.
6. Because the County of Monterey commits to developing, nurturing and sustaining an equitable community; pledges to amplify the voices of under-represented communities or those who were historically excluded by removing barriers that result from racial and social injustice and inequities; strives to ensure that equity, diversity and inclusion practices are embedded at all levels of Monterey County programs, departments, service providers and stakeholders through acknowledging, analyzing

and addressing the root causes of inequities; and strives to create an inclusive environment where every community member feels welcome, Parties agree that all individuals providing or receiving services or support under this Agreement shall enjoy equal treatment and that no individual shall be subjected to different treatment on the grounds of race, color or national origin, religious affiliation or non-affiliation, sex, age, disability or political affiliation, or be subjected to discrimination under this Agreement.

7. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

Consulate:

Consulate General of Mexico in San Jose, California
302 Enzo Dr, Suite 200
San José, California 95138
Attention: Alejandra Bologna Zubikarai, Consul General of Mexico in San Jose

County of Monterey Health Department:

County of Monterey
County of Monterey Health Department
1270 Natividad Rd,
Salinas, California 93906
Attention: Krista Hanni, Program Manager, Farmworker Resource Center Program

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

8. Each Party shall bear the expenses and costs derived from their participation in the activities executed under the terms of this Agreement.
9. Settlement of Disputes. Any dispute arising from the interpretation or application of this Agreement shall be solved through consultations between the Parties.
10. No Waiver of Immunities. Nothing in this Agreement shall be construed or be interpreted as an implicit or explicit waiver of rights, privileges and immunities to which the Consulate, its Consular agents and the undersigned are entitled under international treaties in force between Mexico and the United States, international law and/or the Foreign Sovereign Immunities Act. This declaration shall not imply or confer a submission in any way by Mexico, the Consulate, its consular agents or the undersigned to the jurisdiction of any United States court.

11. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
12. Amendments. This Agreement may be modified at any time, by mutual written consent of the Parties.
13. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. It is done both in English and Spanish, with both texts being equal.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**FOR THE CONSULATE GENERAL OF
MEXICO IN SAN JOSE, CALIFORNIA**

**FOR COUNTY OF MONTEREY
HEALTH DEPARTMENT, IN THE
STATE OF CALIFORNIA OF THE
UNITED STATES OF AMERICA**

Alejandra Bologna Zubikarai
Consul General of Mexico in San Jose

Elsa Mendoza Jimenez
Director of the County of Monterey Health
Department