

**MEMORANDUM OF UNDERSTANDING  
TO ENHANCE COOPERATION ON ENVIRONMENTAL PROTECTION  
BETWEEN THE GOVERNMENT OF THE STATE OF BAJA CALIFORNIA IN THE  
UNITED MEXICAN STATES, BY WAY OF THE SECRETARIAT FOR ENVIRONMENT  
AND SUSTAINABLE DEVELOPMENT OF BAJA CALIFORNIA,  
AND  
THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OF  
CALIFORNIA OF THE UNITED STATES OF AMERICA**

The Government of the State of Baja California, by way of the Secretariat for Environment and Sustainable Development of Baja California (Executive Branch of Baja California), and the California Environmental Protection Agency (CalEPA) hereinafter referred to as "the Participants" agree as follows;

**WHEREAS** the governments of Baja California and California have a long history of friendship and effective cooperation, including on issues related to the environment and commerce at the border;

**WHEREAS** the Participants are committed to working together to protect the environment;

**WHEREAS** protecting human health and the environment from the harmful effects of air pollution and illegal waste management is critical;

**WHEREAS** the states of Baja California and California share a common border where environmental challenges and access to transboundary resources affect the health of hundreds of thousands of residents;

**WHEREAS** the Agreement between the United States of America and the United Mexican States on Cooperation for the Protection and Improvement of the Environment in the Border Area, signed in La Paz, Baja California, on August 14, 1983 (La Paz Agreement), opened new avenues for collaboration between federal, tribal, state, and local governments and communities to identify and address priority transboundary policy issues;

**ACKNOWLEDGING** the Participants many years of cooperation through the Border 2025 program under the La Paz Agreement with federal authorities: the United States Environmental Protection Agency (USEPA) and the Secretariat of Environment and Natural Resources (SEMARNAT) of the United Mexican States;

**ACKNOWLEDGING** the unity of cross-border California Native American tribes and Indigenous Peoples despite jurisdictional divisions and the respective commitments of the Governments of Baja California and California to honoring, partnering, and strengthening relationships with California Native American tribes and Indigenous Peoples in areas of interest to tribes and Indigenous Peoples, including environmental protection and the promotion of well-being;

**WHEREAS** the scale of cross-border commerce and transportation between the states of Baja California and California is of great importance to both economies, impacts air quality in the border region significantly, and is undergoing structural shifts in the transition to zero-emission vehicles;

**WHEREAS** the California Air Resources Board, a board within CalEPA, has cooperated with the Executive Branch of Baja California in air quality monitoring, including the provision of air quality monitoring equipment;

**WHEREAS** the states of Baja California and California share common air basins in the border region;

**WHEREAS** climate change knows no borders and the states of Baja California and California face nearly identical changes in climate on either side of the border, including extreme heat, drought, and flooding, despite jurisdictional differences;

**WHEREAS** illegal waste tire disposal and burning in the border region negatively impacts air and water quality in both the state of Baja California and the state of California;

**WHEREAS** building a circular economy in the states of Baja California and California will mitigate the impacts of waste while maximizing positive benefits for shared prosperity and environmental protection;

**ACKNOWLEDGING** the opportunity for industrial processing of waste tires into useful products, such as rubberized asphalt concrete, to help reduce environmental contamination from illegal tire disposal, while providing construction materials for public works projects;

**ACKNOWLEDGING** that the border region between the states of California and Baja California is connected by a common cultural history, familial ties, ecological resources, and economy; and

**RECOGNIZING** the importance of language access and culturally appropriate materials in the California-Baja California border region in terms of environmental education and environmental management.

Therefore, the Participants have reached the following understanding:

## **SECTION I**

### **Objectives**

The purpose of this Memorandum of Understanding is to establish a flexible framework between the Participants in order to permit them to enhance cooperation on improving environmental protection, air quality, and waste management. In doing so, the Participants share the following common objectives:

- a) To identify and reduce criteria pollutants, toxic air contaminants, greenhouse gas emissions, and vehicle emissions in the Border Area;
- b) To identify and reduce the illegal management of waste, including clandestine burning of waste tires, in the Border Area;
- c) To encourage the participation of the public, private, and other sectors in improving air quality in the Border Area.

## **SECTION II**

### **Areas of Cooperation**

The Participants intend to enhance cooperation on improving environmental protection, air quality and waste management, through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Air quality and climate change, including air monitoring, smog check reinvigoration, agricultural and waste burning, the transition to advanced clean cars and trucks and zero-emission electric vehicles;
- b) Circular Economy, reducing waste, including waste tires.

## **SECTION III**

### **Coordination**

The Participants will establish the creation of an action plan to implement the objectives of this Memorandum of Understanding.

## **SECTION IV**

### **Specific Activities**

Specific activities to achieve the objectives of this Memorandum of Understanding for the key sectors and initiatives identified in Section II may include:

- a) Establishing and participating in a working group to improve air quality in the Border Area;
- b) Cooperating and sharing information and experiences about policies and programs related to air quality, including smog checks and the transition to advanced clean cars and trucks and zero emission vehicles, building a circular economy, waste reduction and waste tire management;
- c) Exchanging information between experts regarding design and implementation of policies and programs
- d) Developing policies and programs that promote the achievement of common goals related to air quality planning and building a circular economy, reducing waste and waste tire management in the Border Area;
- e) Providing technical assistance and training related to air quality, circular economy and waste tire management programs;
- f) Developing and maintaining partnerships with academia, California Native American tribes and Indigenous communities, and community-based organizations; and
- g) Encouraging the participation of the public, private and other sectors in improving air quality and waste management in the Border Area;

## **SECTION V**

### **Points of Contact**

The Executive Branch of Baja California and CalEPA will also serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this Memorandum of Understanding.

For the Government of the State of Baja California: by way of the Secretary Monica Juliana Vega Aguirre of the Secretariat for Ministry of the Environment and Sustainable Development, or any successor or designee. With email: [mjvega@baja.gob.mx](mailto:mjvega@baja.gob.mx) and address: Air Quality Laboratory 2 Oriente Street 16, Ciudad Industrial Park, Zip Code 22444.

The California Environmental Protection Agency, Secretary Yana Garcia, or any successor or designee. With email: [sectygarcia@calepa.ca.gov](mailto:sectygarcia@calepa.ca.gov) and address: 1001 I Street, Sacramento, California 95814.

## **SECTION VI**

### **No Legal Obligations, Rights, or Remedies**

This Memorandum of Understanding is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Memorandum of Understanding are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its pledges in light of the Participant's individual circumstances, laws, and policies; and each Participant is free to withdraw from the Memorandum.

## **SECTION VII**

### **Availability of Personnel and Resources**

This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant who incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this Memorandum of Understanding are subject to the availability of funds, personnel, and other resources of each Participant.

The personnel designated by the Participants for the organization, execution, supervision of this Memorandum of Understanding and the instruments derived from it will work under the orders and responsibility of that Participant and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with the Participant and organization or institution and not with any other Participant.

## **SECTION VIII**

### **Compliance with Applicable Laws**

This Memorandum of Understanding shall be construed consistent with all applicable laws, and activities undertaken in connection with this Memorandum of Understanding shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.

## **SECTION IX**

### **Interpretation and Application**

Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

## **SECTION X**

### **Final Provisions**

This Memorandum of Understanding is effective from the date of its signature, until the thirtieth of October, two thousand twenty-seven, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this Memorandum of Understanding.

This Memorandum of Understanding may be modified at any time by mutual consent of the Participants. Any modification will be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may, at any time, withdraw from this Memorandum of Understanding by providing a written notice to the other Participant(s). A Participant that intends to withdraw from this Memorandum of Understanding shall endeavor to provide notice of such withdrawal to other Participants thirty days in advance.

The termination of this Memorandum of Understanding shall not affect when activities initiated while this Memorandum of Understanding is in effect shall conclude, unless a Participant expressly states otherwise. A Participant that intends to terminate a previously initiated activity shall endeavor to reach an understanding with the other Participant concerning such termination.

Signed in Tijuana, Baja California, on September 10th 2024, in two original copies in English and Spanish, both texts being equally valid.

**FOR THE GOVERNMENT OF THE STATE  
OF BAJA CALIFORNIA OF THE UNITED  
MEXICAN STATES**

  
**MÓNICA JULIANA VEGA AGUIRRE**  
SECRETARY FOR ENVIRONMENT AND  
SUSTAINABLE DEVELOPMENT OF BAJA  
CALIFORNIA

**FOR THE CALIFORNIA ENVIRONMENTAL  
PROTECTION AGENCY OF THE STATE OF  
CALIFORNIA OF THE UNITED STATES OF  
AMERICA**

  
**YANA GARCÍA**  
SECRETARY FOR ENVIRONMENTAL  
PROTECTION